

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, June 11, 2025
6:00 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 6:00 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
June 11, 2025
6:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

City of Opa-locka Scholarship Recipients

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

7. **APPROVAL OF AGENDA:**

8. **APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes - May 28, 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, APPROVING AND ADOPTING STANDARD**

DEPARTMENTAL OPERATING PROCEDURES PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; 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, ADOPTING AND APPROVING 2025 REVISIONS TO THE EMPLOYEE HANDBOOK; 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, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES FOR THE FINANCE DEPARTMENT, PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; 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, ACCEPTING THE PROPOSAL OF KEITH AND ASSOCIATES, INC. FOR DRAINAGE AND ROADWAY ENGINEERING SERVICES FOR THE AREA WITHIN THE CITY KNOWN AS NILE GARDENS (NW 132ND STREET FROM NW 27TH AVE TO NW 30TH AVE); AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR SAME, IN AN AMOUNT OF TWO HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED EIGHTY DOLLARS (\$219,780.00), WITH AN ADDITIONAL CONTINGENCY BUDGET OF TWENTY-ONE THOUSAND, NINE HUNDRED SEVENTY-EIGHT DOLLARS (\$21,978.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF PREMIERE DESIGN SOLUTIONS, INC. FOR AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PREMIERE DESIGN SOLUTIONS, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, FIVE HUNDRED FORTY-EIGHT DOLLARS AND SIXTY-SEVEN CENTS (\$94,548.67); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK, FOR AGENT OF RECORD INSURANCE SERVICES FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION AND EMPLOYER LIABILITY COVERAGE SERVICES, PURSUANT TO RFQ NO. 25-0512200; AUTHORIZING THE**

INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED NINETY-FIVE DOLLARS (\$95,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AWARDED FOUR (4) ONE THOUSAND, TWO HUNDRED FIFTY DOLLAR (\$1,250.00) SCHOLARSHIPS THROUGH THE CITY OF OPA-LOCKA'S EDUCATIONAL SCHOLARSHIP PROGRAM; 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, RESCINDING RESOLUTION NO. 22-023 PERTAINING TO AN AMNESTY PROGRAM FOR OUTSTANDING CODE ENFORCEMENT FINES AND LIENS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A FATHER & SON/DAUGHTER BASKETBALL TOURNAMENT TO BE HELD ON JUNE 14, 2025, AND CO-SPONSORED BY SUCCESS WE ACHIEVE TOGETHER, INC. (S.W.A.T); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A CO-SPONSORSHIP POLICY AND PROCEDURES FOR ACTIVITIES AND SPECIAL EVENTS IN COLLABORATION WITH NON-PROFIT ORGANIZATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "PLANNING, ZONING AND APPEALS BOARD", SPECIFICALLY SECTION 2-497; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS"; AMENDING CHAPTER 22, ARTICLE II, SECTION 22-34 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS ENTITLED "PLANNING AND ZONING BOARD", TO REDUCE THE TOTAL NUMBER OF MEMBERS REQUIRED FOR A QUORUM; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED HISTORIC ENVIRONMENTAL PRESERVATION BOARD, SEC. 2-570.81; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS" TO REDUCE THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PERSONNEL", DIVISION 2 ADDING NEW SECTION 2-222 TO BE ENTITLED "EXTRA COMPENSATION BEYOND STATE STATUTORY LIMITS"; PROVIDING A DEFINITION FOR "CAUSE" AND PROHIBITING SEVERANCE PAY TO CHARTER OFFICERS OR OTHER EMPLOYEES WHERE THE INDIVIDUAL IS TERMINATED FOR CAUSE; PROHIBITING SEVERANCE PAY, BONUS PAY, EXTRA COMPENSATION, OR ADDITIONAL PAYMENT TO ANY CHARTER OFFICER OF THE CITY AFTER SERVICES HAVE BEEN RENDERED OR AFTER A CONTRACT HAS BEEN EXECUTED UNLESS AUTHORIZED BY FLORIDA LAW OR A MAJORITY VOTE OF THE CITY COMMISSION; PROVIDING FOR STATUTORY REQUIRED LANGUAGE TO BE INCLUDED WITHIN FUTURE EMPLOYMENT AGREEMENTS; PROVIDING FOR CERTAIN SEVERANCE PAYMENT TERMS AND CONDITIONS AS CONSISTENT WITH FLORIDA LAW; FORGIVING ANY PAYMENT MADE INCONSISTENT WITH THE TERMS OF THIS ORDINANCE PRIOR TO AND INCLUDING CALENDAR YEAR 2022; PROVIDING THAT ALL PORTIONS OF PREVIOUSLY PASSED RESOLUTIONS ALLOWING FOR SEVERANCE PAY SHALL BE NULL AND VOID AND REPEALED; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY, INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S PURCHASING CODE TO CREATE NEW SECTION 2-325 TO BE ENTITLED "ESTABLISHING**

CONTRACTUAL SERVICE CONTROLS”, PROVIDING FOR GREATER MONITORING AND ENFORCEMENT OF TERMS AND CONDITIONS OF CONTRACTS TO ENSURE THAT CONTRACT DELIVERABLES ARE PROVIDED; ALLOWING FOR PAYMENT OF CONTRACTUAL DEPOSITS WHEN AUTHORIZED; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-8.4 OF THE CITY OPA-LOCKA CODE OF ORDINANCES TO PROVIDE AN OPTION FOR THE CITY COMMISSION TO ESTABLISH A SEARCH COMMITTEE OR APPOINT BY MAJORITY VOTE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK; PROVIDING FOR A LOCAL AND/OR NATIONAL SEARCH AT THE OPTION OF THE CITY COMMISSION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
6. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO ADVISE ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN SERVICES DIRECTOR; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES; AMENDING SECTION 2-537 TO DELETE CERTAIN INAPPLICABLE TIMELINES; AMENDING SECTION 2-539 TO REMOVE PENALTIES; AMENDING SECTION 2-541 TO SPECIFY PERSONS EXEMPT FROM TESTS; ADDING SECTION 2-542 TO SPECIFY THAT IN THE CASE OF CONFLICT, COLLECTIVE BARGAINING AGREEMENTS SHALL PREVAIL OVER THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

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

C. RESOLUTION(S):

17. **CITY MANAGER’S REPORT:**
18. **OFFICIAL BOARD REPORTS:**
19. **MAYOR/COMMISSION REPORTS:**
20. **OFFICIAL BOARD APPOINTMENTS:**

Charter Review Board
2 at-large appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka Mayor & Commission presents Community Chess & Dominoes Challenge, **Saturday, June 7, 2025** from 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*
2. The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, **Monday, June 9, 2025**, at 6:00 PM, at the Living Word Baptist Church, 2045 Ali-baba Avenue, Opa-locka, Florida.
3. Lou Foundation, Inc. in partnership with City of Opa-locka Commissioner Dr. Sherelean Bass presents Heal, Learn, Grow, Love; the Lotus Bloom Gathering, start date **Tuesday, June 10, 2025** and every Tuesday thereafter for the next six weeks from 6:00 PM - 8:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Registration required: www.loufoundationinc.org or for more information please email loufoundationinc@gmail.com.
4. Opa-locka Community Redevelopment Agency Meeting, **Tuesday, June 10, 2025** at 6:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
5. The City of Opa-locka Mayor & Commission present Father & Me Fishing Tournament hosted by Vice Mayor Joseph L. Kelley on **Saturday, June 14, 2025** from 9:00 AM - 12:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida. To sign up, please call 305.953.2868 Ext. 1105.
6. The City of Opa-locka Mayor & Commission Father & Son / Daughter Basketball Tournament, **Saturday, June 14, 2025** from 10:00 AM - 3:00 PM, Sherbondy Village Basketball Gymnasium, 215 Perviz Avenue, Opa-locka, Florida. Sign up or call: online at www.SwatTeamWork.org, by telephone at 954.770.6148 or email inc.swat@gmail.com. *Hosted by Commissioner Dr. Sherelean Bass*
7. City of Opa-locka Charter Review Board Meeting, **Monday, June 16, 2025** at 6:30 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

8. The City of Opa-locka Mayor & Commission present Commissioner Rose Tydus Prayer Garden Ribbon Cutting Ceremony, **Wednesday, June 18, 2025** at 5:00 PM, 1052 Sharazad Boulevard, Opa-locka, Florida 33054.
9. City of Opa-locka Mayor & Commission present Florida Licensing on Wheels, **Friday, June 20, 2025** from 9:00 AM - 1:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka Florida. Appointment Required - please call 305.953.2868 Ext. 1105 for more information. *Hosted by Vice Mayor Joseph L. Kelley*
10. The City of Opa-locka Mayor & Commission invite you to a Community Food and Resource Drive on **Friday, June 20, 2025** from 9:30 AM - 1:00 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida.
11. The City of Opa-locka Mayor & Commission present Kings & Queens Bingo, **Friday, June 27, 2025** at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Free Admission; Great Prizes; Great Times.

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 COMMISSION MEETING
Wednesday, May 28, 2025
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:01 PM on Wednesday, May 28, 2025, at the Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley; Commissioner 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 Attorney Burnadette Norris-Weeks; City Clerk Joanna Flores and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Assistant City Manager Ellis.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Commissioner Santiago requested to pull item 13-1.

Commissioner Bass requested to pull item 13-5.

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 Commissioner Bass, seconded by Vice Mayor Kelley, to approve the agenda.

There being no 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 – May 14, 2025

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to approve the May 14, 2025 Regular Commission Meeting Minutes.

There being no 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:

Donald Jones, Vice President
SP+
Ref: Parking Study

Mr. Donald Jones, Vice President SP+, findings from a feasibility study on potential paid parking and residential permit programs in specific areas of Opa-locka. Data were collected during designated times on selected streets, with some areas showing up to 77% occupancy. The study suggested a \$1/hour parking rate or a residential permit program as viable options, with an estimated \$72,000 in capital costs for installing pay stations. Mobile payment platforms were discussed as a cost-saving alternative. Certain streets with high residential density were considered more suitable for permit-only parking.

Commissioner Santiago expressed concern about implementing paid parking in residential areas. He supported the idea for commercial zones but opposed any fees for residents parking outside their homes. Mayor Taylor explained the study was initiated by the city through an RFP process.

Vice Mayor Kelley emphasized that the report was informational, and no decisions had been made. He stressed the need to address parking challenges in growing commercial areas and cautioned against spreading misinformation.

11. CITIZENS' FORUM:

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Joanna Flores stated there were no virtual public comments.

Audrey Dominguez, 1147 Jann Avenue, thanked Vice Mayor Kelley for highlighting Haitian Heritage Month and encouraged broader outreach next year to increase attendance. She spoke in support of Resolution 5, advocating for a salary increase for the City Clerk, noting nearly 30 years of service since 1995 and past pay cuts. She emphasized the Clerk's importance to the city and urged the Commission to approve the resolution. She also reported a serious accident at Jan Avenue and Ahmad Street involving a hit-and-run that destroyed a neighbor's fence and totaled a vehicle. She requested the Commission follow up with the County and support a four-way stop sign at the intersection to improve safety.

Brian Dennis, 2140 York Street, shared a history of longtime city staff, including the City Clerk and emphasized decades of service and local roots. He praised her dedication and questioned why the Clerk had not yet received a raise. He thanked Commissioner Santiago for supporting the raise and criticized the previous City Manager for receiving a high salary and perks while allegedly misusing city resources. He urged the Commission to recognize and support homegrown talent and raised concerns about lingering issues within the police department and past investigations.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor asked for an update on the traffic study related to the installation of calming devices on a residential street. Mr. Austin responded that Miami-Dade County had stated calming devices could not be installed due to the street being a pass-through for emergency vehicles. Mayor Taylor expressed frustration, recalled a prior accident at the site, and emphasized that the issue had been pending for too long. He requested a cost estimate for installing the devices independently and stated his willingness to bring legislation forward to address the matter, even if it meant challenging the county's position.

Vice Mayor Kelley supported Mayor Taylor's request to price traffic calming devices and urged exploring flashing speed signs as a feasible alternative while awaiting the county's study.

Mr. Austin confirmed the city could install flashing signs but not stop signs without county approval. Mayor Taylor agreed, calling for permanent signage to improve safety in the meantime. Commissioner Santiago agreed as well.

Commissioner Bass asked how many accidents had occurred at the intersection in question and where the city's main accident hotspots were located. Interim City Manager Lawson confirmed that the area was a known hotspot and said police reports had been submitted to support the city's request to the county. He offered to provide a full list of hotspots from the police department.

City Attorney Norris-Weeks stated for the record that Section 2-96.1 of the Miami-Dade County Code gives the county exclusive jurisdiction over all traffic control devices on roadways, including in incorporated areas. She clarified this includes traffic calming devices, and emphasized the ordinance applies countywide.

Vice Mayor Kelley suggested requesting a special exemption for traffic calming devices in the problem area and reviewing other hotspots for similar action, citing examples from other cities.

Mayor Taylor confirmed there was consensus to bring a resolution next week to explore the traffic calming issue and have it placed on the agenda.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE TERMINATION OF AGREEMENT WITH ARTPAD INC FOR THE ART IN THE RIGHT OF WAY SERVICES AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROJECT PROPOSAL OF CREATIVE ORDER, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTYFIVE THOUSAND DOLLARS (\$125,000.00); 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 Bass to discuss Agenda Item 12-1.

Interim City Manager Lawson introduced the item and explained that Artpad, Inc. terminated its ARPA-funded project contract. No funds were spent. A new proposal from Creative Oddball totals \$124,290 and fits within ARPA guidelines. Interim City Manager Lawson recommended proceeding to avoid losing the \$125,000 and noted Ms. Adelina Gross was available for questions.

Commissioner Santiago questioned whether ARPA funds for the Arts in the Right of Way Project could be reallocated to road beautification, particularly along 22nd Avenue. He expressed skepticism about the value of street art on utility boxes and raised concerns about long-term maintenance and potential vandalism.

Ms. Gross clarified that the project was voted on by residents during a 2023 public workshop and was among the most supported initiatives. She explained that due to ARPA restrictions, the \$125,000 allocation could not be redirected. However, because the scope and cost remained unchanged, the contract shift to a new vendor would not affect funding eligibility. She added that the contract includes 18 to 24 months of maintenance.

Commissioner Santiago acknowledged the public vote and expressed hope that the project would positively contribute to the city's beautification.

Mayor Taylor clarified that the ARPA-funded Artscape project was approved by the Commission following a workshop held in late December. Mayor Taylor acknowledged Commissioner Santiago's concerns about city beautification but emphasized that the Artscape initiative was distinct and had been selected by residents. Mayor Taylor reiterated the importance of investing in roads and general improvements while honoring the public vote supporting the art project.

City Attorney Norris-Weeks stated the ARPA funds had to be encumbered by the end of December, meaning fully allocated. The commission voted before the deadline, so the funds must be used as designated and cannot be reallocated.

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

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

2. **[13-5] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SALARY INCREASE FOR THE CITY CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

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 12-2.

Commissioner Santiago introduced the resolution to recognize and support City Clerk Johanna Flores. He praised her long-standing service and dedication to the city, stating she has

consistently gone above and beyond in her role. He expressed satisfaction with the proposed salary increase and emphasized the importance of retaining strong employees like City Clerk Flores.

Mayor Taylor expressed full support for the resolution, stating it was long overdue and well deserved. He emphasized the importance of paying staff appropriately and affirmed that City Clerk Flores deserves the increase, regardless of whether she requested it.

Commissioner Bass stated support for compensating the City Clerk but raised concerns due to a lack of clarity. She noted she had not seen the contract or backup documentation and questioned the meaning of the phrase “not properly memorialized” in paragraph three.

Mayor Taylor noted the budget included the clerk’s salary and questioned if it was not properly memorialized. City Attorney Norris-Weeks stated charter officers often have contracts, but none was found for the clerk. She said the resolution might serve as a contract but lacked historical context. Mayor Taylor added the charter does not require a contract and asked the clerk if any resolutions reflected salary changes since her appointment.

City Clerk Flores stated her salary was reduced by 10% without a resolution when the state intervened. Some benefits were also removed. Since 2012, she received a \$15,000 increase, though no formal resolutions were passed to document the reduction or increases. She noted her salary was not fully restored like other employees and confirmed the only resolution on record outlining her salary was from 2012.

Discussion continued.

There being no additional discussion, the motion to approve the item 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, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE TERMINATION OF AGREEMENT WITH ARTPAD INC FOR THE ART IN THE RIGHT OF WAY SERVICES AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROJECT PROPOSAL OF CREATIVE ORDER, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTYFIVE THOUSAND DOLLARS (\$125,000.00); PROVIDING FOR**

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

Item was pulled for discussion.

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT REPLACEMENT AND WIDENING OF THE SHERBONDY VILLAGE CONCRETE TRAILS IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND, NINE HUNDRED NINETY-SEVEN DOLLARS AND FIFTY CENTS (\$81,997.50); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; 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 TAKE ALL NECESSARY STEPS TO ADDRESS THE CITY'S FINANCIAL OBLIGATION RELATED TO THE SERIES 2015B BOND DEBT WITH CITY NATIONAL BANK OF FLORIDA; 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, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SALARY INCREASE FOR THE CITY CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

Item was pulled for discussion.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF-STORAGE FACILITY ON**

THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, 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 staff had spoken with the developer about construction timing and traffic concerns, as well as issues with individuals living in storage facilities. Gregory Gay, Director of Planning and Community Development, stated staff spoke with the developer's attorney but had not yet received a response from the developers. He confirmed they are still waiting for detailed information on construction timelines and traffic coordination for NW 27th Avenue.

Commissioner Santiago supported the project, recalling the long-standing blight at the intersection and how the area used to be filled with trash and unpleasant conditions. He believed the project would improve the appearance of the city and supported moving forward. He acknowledged traffic concerns but noted they are widespread throughout the county, not unique to Opa-locka.

There being no additional discussion, the motion to approve the item 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, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ALONG WITH ANY**

COMPANION LANGUAGE WITHIN THE EXISTING CODE OF ORDINANCES PERTAINING TO “PERSONNEL RULES, POLICIES AND REGULATIONS”; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; 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-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 questioned why the items were piecemealed after the commission was told they'd receive everything together. City Attorney Norris-Weeks explained the personnel manual is lengthy, and one-on-one briefings were planned before the next meeting. She said bringing the ordinance now avoids conflicting provisions and confirmed the manual will come as a resolution, not an ordinance, for flexibility.

Vice Mayor Kelley stated he would not support the item without first reviewing the upcoming personnel documents. He emphasized the need for a meeting to understand what is being removed and what will be included in the new version. He acknowledged the City Attorney's concern about conflicting provisions but reiterated his position from the briefing that clarity was still needed before moving forward.

Interim City Manager Lawson agreed to defer the item.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to defer the item to June 25, 2025.

There being no additional discussion, the motion to defer the item 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):

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Lawson announced scholarship recipients will be honored June 11. Applications are open for the summer youth job program starting June 16. The Parks Master Plan will be presented June 25. Playground replacement at Sherbondy Park began, with installation starting May 30. A written report was submitted.

Commissioner Bass shared that several families are using Freebee to get their children to school, improving attendance among students who were previously chronically absent. She encouraged those families to attend commission meetings to share their experiences.

Mayor Taylor praised the Freebee program and progress at Ingram Park. Interim City Manager Lawson said playground equipment would arrive the next day and the basketball court would be completed by Saturday, with a ribbon cutting to be scheduled.

Mayor Taylor asked about Sherbondy Park updates. Ms. Gross stated playground installation would come first, followed by basketball court restoration, with both expected by summer's end. Trails will be added last. For Ingram Park, playground equipment will be brought for Commission approval, and the basketball court will be completed by Saturday.

Commissioner Ervin raised concern about vehicles parking in the median strip along Shaharazad Boulevard. She noted a truck with an attachment was parked there from 11:30 AM until at least 7:30 PM on Sunday. She cautioned against allowing this to become a trend.

Commissioner Santiago questioned a claim about \$25 million in city savings and requested a financial report. Interim City Manager Lawson and Finance Director Niema Gantt clarified the city does not have that amount in reserves and promised a report once numbers are finalized. Commissioner Santiago also requested a playground for Timothy Holmes and praised improvements at Ingram Park.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Commissioner Dr. Sherelean Bass

- **Crossing Guard Shortage**
- **Status of city's Garbage and Trash Services**

Vice Mayor Joseph L. Kelley

- **Upcoming Budget Schedule & Analysis**
- **Solid Waste Agreements**

- **City-Wide Park Master Plan**
- **Infrastructure Partnerships**

Commissioner Bass shared upcoming events, including bingo and dominoes on the first Saturday of the month, co-hosted with Commissioner Santiago; a father-daughter-son basketball tournament on June 14; and a six-week parent workshop, "Heal, Learn, Grow, and Love," beginning June 3. She noted the program covers mental health, home buying, and life skills. She also enjoyed spending the weekend with Commissioner Ervin at a community pool event.

Commissioner Bass asked about crossing guards and garbage services. Interim City Manager Lawson said 2 positions were vacant and 4 were on leave, but they aim to have all filled by next school year. Miami-Dade County is still providing garbage service despite an expired contract. Interim City Manager Lawson plans to bring an RFP for new services by early July.

Vice Mayor Kelley thanked the Mayor and Interim City Manager and expressed appreciation for including updates on the park master plan and budget schedule. He emphasized the importance of realistic financial planning without relying on unconfirmed funds. He encouraged pursuing infrastructure partnerships and referenced a potential project near the old hospital site. Regarding solid waste services, he supported issuing an RFP and urged timely action. He shared updates on recent events, including a DMV outreach, the city's 99th birthday celebrations, a fishing trip, and being a guest speaker at a graduation. Vice Mayor Kelley encouraged participation in the upcoming CERT training and Juneteenth and Father's Day events. He also commended staff for recent park and sidewalk improvements.

Commissioner Santiago praised the city's 99th birthday celebration and expressed excitement for the upcoming 100th anniversary. He thanked the Interim City Manager and staff for their work and shared positive community feedback. He also thanked Commissioner Bass for including him as co-host of the monthly chess and domino event and noted plans for prizes. He reminded everyone about the sign ordinance workshop scheduled for 6 PM and thanked Mr. Gay and Mr. Lee from Community Development for preparing the presentation.

Commissioner Ervin thanked Commissioner Bass and the City Attorney for attending the Grown Folks Night event, highlighting Sergeant Hall as the "dancing officer." She shared that it was well-received, and plans are underway for a future event. She also thanked SCP 721 Youth Foundation and the booster club for their support. She reported that Sunday Funday drew over 300 attendees at Ingram Park and featured an audio competition, with the winner being a local business owner. She thanked TMT Customs, the police department, city staff, and her husband for their support. Commissioner Ervin concluded by noting Juneteenth planning is ongoing, with updates expected next week.

Mayor Taylor announced that the Summer Youth Employment Program still had many openings and encouraged families to register through the city's website or by calling City Hall. He congratulated the City Manager on recent playground improvements. He reminded everyone that starting June 11, commission meetings will begin at 6 PM and urged residents to spread the word. He also invited the public to a community meeting with Interim Police Chief Dr. Robin on June 12 at 6 PM at Sherbondy Village to discuss public safety and upcoming initiatives.

A brief discussion ensued about hurricane preparedness.

Commissioner Ervin announced a Father's Day picnic for city employees and community members, to be held at Sherbondy. She invited fellow commissioners to participate and asked the women to help serve during the event.

20. OFFICIAL BOARD APPOINTMENTS:

Commissioner Bass appointed Allen Reed to the Charter Review Board.

Commissioner Ervin appointed Veronica Williams to the Charter Review Board.

Vice Mayor Kelley appointed Brian Dennis to the Charter Review Board.

Commissioner Santiago noted the City Clerk's office had his appointment name.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 9:01 PM.

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

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City") is in need of various Standard Operating Procedures (SOPS) to address various aspects of City Operations; and

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the City Manager is the chief administrative officer of the City who shall be responsible for the administration of all City affairs and for carrying out City policies and procedures; and

WHEREAS, pursuant to Resolution 23-035, the City Manager was required to develop policies and procedures for all departments of the City, as well as citywide policies; and

WHEREAS, standard operating procedures (SOPs) are known as step-by-step instructions compiled by a city to assist management and employees in carrying out operations. SOPs aim to achieve efficiency, quality output and uniformity of performance while reducing miscommunication and failure to comply with set standards and regulations; and

WHEREAS, passage of Resolution 23-035 required the then Interim City Manager to conduct a comprehensive review, compile information, create and implement SOPs for each City Department and Citywide and further review and update annual policies not later than December 31st of each year; and

WHEREAS, the Interim City Manager has appropriately reviewed the Human Resources Department and desires to present certain policies and procedures for consideration by the City Commission; and

WHEREAS, as a vital component of the City, the Human Resources Department strives to provide superior support to all employees. To enhance the service delivery across departments and strengthen the ability to support staff and leadership, Human Resources has revised its internal Standard Operating Procedures (SOPs) to better align with the City's operational goals and improve efficiency in day-to-day processes; and

WHEREAS, upon acceptance and adoption, the Human Resources staff will conduct meetings with each Department Director to address concerns and ensure compliance with policies and procedures; and

WHEREAS, upon City Commission approval of this resolution these operating procedures shall be effective and immediately implemented Citywide; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to approve and adopt the Departmental Standard Operating Procedures for the Human Resources Department, attached hereto as Exhibit "A."

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves and adopts the Departmental Standard Operating Procedures for the Human Resources Department, 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 and approval 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

Resolution No. XX-XXXX

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:	Mary Adams		Department Director Signature:			
Interim City Manager:	Shamecca Lawson		ICM Signature			
Commission Meeting Date:	June 11, 2025	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X		
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading		2nd Reading
		X				
				Public Hearing: (Enter X in box)	Yes	No
				X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: (Enter X in box)	Yes		No
				X		
ILA 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:	Human Resources		

Short

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ADOPTING AND APPROVING THE HUMAN RESOURCES DEPARTMENT STANDARD OPERATIONAL PROCEDURE MANUAL.

Staff Summary:

As a vital component of the City, the Human Resources Department strives to provide superior support to all employees. To enhance the service delivery across departments and strengthen the ability to support staff and leadership, Human Resources has revised its internal Standard Operating Procedures (SOPs) to better align with the City's operational goals and improve efficiency in day-to-day processes. Upon acceptance and adoption, the Human Resources staff will conduct meetings with each Department Director to address concerns and ensure compliance is met.

Financial Impact- There is no fiscal impact .

Attachment:

Human Resources Standard Operating Procedures

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
OPA-LOCKA, FLORIDA, ADOPTING AND
APPROVING 2025 REVISIONS TO THE EMPLOYEE HANDBOOK;
PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Opa-Locka ("City") desires to accept the Interim City Manager's recommended updates and revisions to the City of Opa-Locka's Employee Handbook; and

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the City Manager is the chief administrative officer of the City who shall be responsible for the administration of all City affairs and for carrying out City policies and procedures; and

WHEREAS, an employee handbook is a fundamental document that outlines the expectations, rights, and responsibilities of employees within the City. The City desires to accept the 2025 revisions to the employee handbook to ensure efficiency, fairness, and compliance with relevant laws and regulations; and

WHEREAS, the Employee Handbook was last revised in 2007 with major revisions and is in need of updates; and

WHEREAS, upon adoption of revisions, the Human Resources staff will conduct meetings with each department to review the employee handbook. The purpose of the future meetings will allow employees to familiarize themselves with the handbook and engage in open dialogue. Additionally, each employee will be issued a handbook for reference; and

WHEREAS, upon City Commission approval, the new handbook shall be effective immediately; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to adopt and approve 2025 Revisions to the City's Employee Handbook, attached hereto as Exhibit "A."

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby adopts and approves 2025 Revisions to the Employee Handbook, attached hereto as Exhibit "A."

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be re-lettered 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 and approval 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 Director:	Mary Adams		Department Director Signature:			
Interim City Manager:	Shamecca Lawson		ICM Signature			
Commission Meeting Date:	June 11, 2025		Item Type: (Enter X in box)	Resolution	Ordinance	Other
					X	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading		2nd Reading
		X				
				Public Hearing: (Enter X in box)	Yes	No
				X		X
Funding Source:	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: (Enter X in box)	Yes		No
Account# :				X		
ILA 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:	Human Resources		

Short

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ADOPTING AND APPROVING THE 2025 REVISION OF THE 2007 EMPLOYEE HANDBOOK.

Staff Summary:

The Employee Handbook was last adopted in 2007 and lacked updates that were imperative to the City's current daily operations. The Human Resources Department worked diligently to revise the handbook to ensure it provided clear and concise guidance for employees while reinforcing the City's commitment to fairness, consistency, and legal compliance. Upon acceptance and adoption, the Human Resources staff will conduct meetings with each department to review the handbook. This is intended to allow employees to familiarize themselves with the policies and procedures and engage in open dialogue. Additionally, each employee will be issued a handbook for personal reference.

Financial Impact- There is no fiscal impact.

Attachment:

Revised Employee Handbook

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES FOR THE FINANCE DEPARTMENT, PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City") is in need of various Standard Operating Procedures (SOPS) to address various aspects of City Operations; and

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the City Manager is the chief administrative officer of the City who shall be responsible for the administration of all City affairs and for carrying out City policies and procedures; and

WHEREAS, pursuant to Resolution 23-035, the City Manager was required to develop policies and procedures for all departments of the City, as well as citywide policies; and

WHEREAS, standard operating procedures (SOPs) are known as step-by-step instructions compiled by a city to assist management and employees in carrying out operations. SOPs aim to achieve efficiency, quality output and uniformity of performance while reducing miscommunication and failure to comply with set standards and regulations; and

WHEREAS, passage of Resolution 23-035 required the then Interim City Manager to conduct a comprehensive review, compile information, create and implement SOPs for each City Department and Citywide and further review and update annual policies not later than December 31 of each year; and

WHEREAS, the Interim City Manager has appropriately reviewed the Finance Department and desires to present policies and procedures for consideration by the City Commission; and

WHEREAS, with the guidance of a consultant, the Finance Director has worked diligently to establish protocol and practices that aligns with the City's daily operations and adheres to the local, state and federal laws and regulations; and

WHEREAS, upon City Commission approval of this resolution these operating procedures shall be effective and immediately implemented Citywide; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to approve and adopt the Departmental Standard Operating Procedures for the Finance Department, attached hereto as Exhibit "A."

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves and adopts the Departmental Standard Operating Procedures for the Finance Department, 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 and approval 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

Resolution No. XX-XXXX

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:	Niema Gantt		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature:				
Commission Meeting Date:	June 11, 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		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
ILA 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:	Finance			

Short

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ADOPTING AND APPROVING THE FINANCE DEPARTMENT STANDARD OPERATIONAL PROCEDURE MANUAL.

Staff Summary:

The Finance Department is responsible for safeguarding the City's assets, ensuring cost-effectiveness and provide financial support to operating departments. Therefore, it is imperative that the department has standard operational procedures. With the guidance of a consultant, the Finance Director has worked diligently to establish protocol and practices that aligns with the City's daily operations and adheres to the local, state and federal laws and regulations. Upon adoption, the manual will serve as the governing document for the Finance Department and will be enacted upon immediately.

Financial Impact- There is no fiscal impact for this resolution.

Attachment:

" Finance Department Standard Operating Procedure Manual



As of May 2025

FINANCIAL POLICIES & PROCEDURES



THE CITY OF
OPA-LOCKA
FLORIDA

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City of Opa-locka Financial Policies & Procedures As of May 16, 2025

Department of Finance

- Accounting Division
- Budget Division
- Procurement Division
- Grant Administration

Introduction

The Financial Management Policy Statements, adopted by the City Commission, provide an overview of the City's financial policies and provide guidelines for City staff in managing and planning the City's finances. Some policy statements are driven by requirements of state law or City Charter, while others are formally documented through policies and procedures. Statements that are driven by legal requirements will be noted as such. In some cases, exceptions to the policy statements may be appropriate and/or necessary. Exceptions to stated policies will be specifically identified, and the need for the exception will be documented and explained to the City Commission and/or the City Manager.

GENERAL POLICIES:

- There is separation of financial duties and responsibilities so that no staff member has sole control over cash receipts, payroll, bank reconciliations, accounts payable, or other accounting functions.
- Accounting duties are rotated among staff whenever necessary.
- The Finance Director reviews Financial Procedures annually.
- Accounting forms and timesheets are completed in ink. Whiteout or correction tape is not to be used.
- Passwords must comply with organizational standards. They are to be treated confidentially and are not shared with other staff.
- While under State Oversight, any amendments to the City's budget must be approved by the City Commission and the State Financial Oversight Board.
- Finance staff will receive ongoing training in GASB standards, GAAP principles, and City policies. New hires will undergo onboarding to familiarize them with financial systems and procedures.

- The City only has 1 authorized P-card, held by the City Manager or Acting/Interim City Manager. Monthly journal entries of debits are entered by an Accountant and coded to the proper department/division.
- This is a living document. Referenced percentages and thresholds may change from the date this document was adopted by City Commission. Contact the Finance Department to ensure you are looking at the latest version of the manual.

The following are the City's adopted financial integrity principles in Section 2-651 of the City's code:

- (1) Structurally balanced budget. The city shall maintain a structurally balanced budget. Recurring revenues will fund recurring expenditures. Nonrecurring revenues and budget surpluses shall replenish reserve levels, support outstanding liabilities, and pay for nonrecurring expenditures, in the order set forth herein.
- (2) Professional estimating process. The city shall adopt budgets and develop its long- and short-term financial and capital improvement plans containing estimates developed utilizing a professional estimating process. Estimates shall be prepared based on historical trends and shall be well substantiated.
- (3) Interfund borrowing. The city shall not borrow or use internal fund transfers to obtain cash from one fund type or reserve to fund activities of another fund type or reserve unless such use is deemed lawful, and unless the finance director has determined that (a) the funds to be borrowed will not be needed during the lending period, and (b) the funds for repayment will be available within a two-year period. Any actions taken to borrow funds under these conditions must be separately presented to and approved by the city commission and the term of such borrowing shall not extend beyond the last day of the subsequent fiscal year. Recognizing that some programs are funded by grants or other entities on a reimbursement basis, the city shall apply for such reimbursements on a timely basis to minimize the period that city funds are used as float. In the event loans/float for these reimbursements extend beyond the end of a fiscal year, such reimbursements shall be reflected as receivables and noted as part of the annual budget process.
- (4) Reserve policies. The city shall retain an annual end-of-year general fund reserve of approximately two hundred thousand dollars (\$200,000.00). Further, upon resolving the deficits in the water and sewer and solid waste funds, the city shall retain at least a two (2) to five (5) per cent reserve in these funds.
 - a. Current fiscal year general fund contingency. A "contingency" reserve level of five hundred thousand dollars (\$500,000.00) shall be budgeted annually. Three hundred thousand dollars (\$300,000.00) of such contingency reserve

shall be available for use, with city commission approval, during the fiscal year, to fund unanticipated budget issues, emergencies/natural disasters which may arise or potential expenditure overruns which cannot be offset through other sources or actions. This reserve level shall be replenished at the beginning of each fiscal year, so it is available on an ongoing basis. Two hundred thousand dollars (\$200,000.00) shall remain unspent to provide for the year-end reserve.

- b. Reserve for uncompensated absences and other employee benefit liabilities. The city shall budget sixty-five thousand dollars (\$65,000.00) annually in the general fund, seventeen thousand five hundred dollars (\$17,500.00) in the water and sewer fund and seventeen thousand five hundred dollars (\$17,500.00) in the solid waste fund to build the reserves sufficient to cover these liabilities for each fund.
- (5) Multiyear financial and capital plan (CIP). The city commission shall annually adopt a financial plan by September 30 of each year, in concert with the annual budget, which contains five (5) years of financial forecast. Such plan will include cost estimates of all current city operations and proposed capital outlay expenditures, anticipated increases in operations, debt services payment, reserves to maintain the city's officially adopted levels and estimated recurring and nonrecurring revenues. The plan will be prepared by fund with a "financial summary table" to reflect forecasted surpluses or deficits and potential budget balancing initiatives, where appropriate.
- The capital improvement component of the plan shall cover cost estimates for all necessary infrastructure improvements needed to support city services, including information technology, with an adequate repair and replacement (R&R) component. To the extent feasible, department heads shall be required to submit independent needs assessments for their departments for use in preparing the CIP. The plan will be detailed by fund, including recommended project prioritization rankings, identified revenue sources, planned financing options and unfunded projects. The CIP shall include a component reflecting all on-going approved capital projects of the city, the date funded, amount budgeted, amount spent since the start date, remaining budget, fiscal impact of known changes to financial assumptions underlying the project and estimated completion date. Approved projects, with circumstances that arise which change the funding requirements of the project, shall be addressed in the CIP annually.
- (6) Financial oversight and reporting. The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The finance

department shall be responsible for issuing the monthly reports to departments, the mayor and city commission, and provide any information regarding any potentially adverse trends or conditions. These reports should be issued within thirty (30) days after the close of each month.

- The annual external audit of the city shall be prepared and presented to the mayor and city commission within one hundred ninety-five (195) days of the close of each fiscal year 2003 (sic) and within one hundred eighty (180) days of the close of each subsequent financial year.
- (7) Basic financial policies. The city shall endeavor to maintain formal policies, which reflect "best practices" in the areas of:
 - i. Debt. Such policy shall address affordability, capacity, strategies for re-entering the bond market in the future, debt issuance and management.
 - ii. Cash management and investments. Such policy shall require twenty-four-month gross and net cash-flow projections by fund and address adequacy, risk, liquidity, and asset allocation issues.
 - iii. Budget development and adjustments. Such policy shall establish proper budgetary preparation procedures and guidelines, calendar of events, planning models by fund, budget adjustment procedures, establishment of rates and fees, indirect costs/interest income and the estimating conference process. The proposed budget should be scheduled to allow for sufficient review by the mayor and city commission while allowing for sufficient citizen input. The city budget document reflecting all final actions as adopted by the city commission on or before September 30 of each year shall be printed and made available within thirty (30) days of such adoption.
 - iv. Revenue collection. Such policy shall provide for maximum collection and enforcement of existing revenues, monitoring procedures, and the adequacy level of subsidy for user fees.
 - v. Purchasing policy. Such policy shall establish departmental policies and procedures and provide appropriate checks and balances to ensure the city departments adhere to the city's purchasing policies. (Ord. No. 03-05, § 2, 2-26-03)
- Sec. 2-652. - Promoting operating efficiencies.
- The city shall develop programs and incentives to encourage operating efficiencies through the use of technology, outsourcing, or any other curriculum. (Ord. No. 03-05, § 2, 2-26-03)

Section 1: Accounting, Auditing, and Financial Reporting

Objective: The City will maintain accounting practices that conform to generally accepted accounting principles and comply with prevailing federal, state, and local statutes and regulations. The City shall prepare and present reports that analyze and evaluate the City's financial performance and economic condition.

The Accounting Division ensures that financial transactions are properly recorded in accordance with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB).

The division is responsible for:

- Providing departments and the public with timely financial information to assure accuracy, accountability, and transparency.
- Processing payroll in-house bi-weekly for employees and monthly for retirees.
- Processing weekly vendor payments.
- Monitoring and performing reconciliations of Federal, State, and Local grants.
- Monitoring capital and non-capital project expenditures along with maintaining fixed assets records.
- Reconciling bank and trust accounts.
- The preparation of quarterly payroll tax reports, the State of Florida Annual Financial Report, the Annual Single Audit Report, the Popular Annual Financial Report (PAFR), and the Annual Comprehensive Financial Reports (ACFR).

1.1 Accounting Practices and Principles

The City will maintain accounting practices that conform to generally accepted accounting principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB). All City financial documents, including official statements accompanying debt issues, Annual Comprehensive Financial Reports, and continuing disclosure statements, will meet GASB standards. Monthly interim financial reports are prepared on a cash basis and reported as budgeted.

1.2 Financial and Management Reports

Interim Financial Reports will be provided monthly to management and the City

Commission that explain key economic and fiscal developments and note significant deviations from the budget. These reports will be reviewed monthly with the City Manager and provided to the City Commission by the end of each month for the prior month. Quarterly reports on the status of the City's Strategic Projects will be provided through the City Manager's office and made available to the City Commission. The reports will include project scope and work plans as well as comments on noteworthy activities. Quarterly, departments will report on service level measures and/or indicators as compared to targets and prior years through the Department of Budget and Capital Improvement Programs (CIP). The City will annually prepare a Five-Year Forecast.

1.3 Financial Close and Reporting Procedures

The City employs detailed processes for monthly and annual financial close, including:

- **Approval of Transactions:** Transactions initiated by departments are reviewed by designated personnel, routed through the Budget Administrator for budget verification, and submitted to Accounts Payable for processing.
- **Bank Reconciliations:** Prepared monthly by an Accountant or Senior Accountant and reviewed by the Finance Director.
 - **Monthly Reconciliations**
 - Monthly utilities billings performed by the City are booked on an accrual basis by the Utility Billing Specialist. Monthly remittances from the utility billings performed by Miami-Dade County (WASD) are booked on an accrual basis at year-end by a Senior Accountant. Cash receipts are posted frequently during the month, every 1-3 days to the general ledger by an Accountant. The Accountant prepares bank reconciliations, which are reviewed by the Finance Director or designee. An Accountant prepares utility accounts receivable spreadsheets to reconcile the sub-ledger to the general ledger. Payroll was previously recorded as a general ledger upload file provided by ADP; however, it is now manually prepared by a Senior Accountant and reviewed by the Finance Director or designee.
 - Separately, the City generates an invoice at the end of each month to the customers on Cairo Lane, 24 residents that are unable to be managed by Miami-Dade County Water & Sewer Department at this time.
 - **Offline entries**
 - The SunGard accounting system can only leave 2 years open at a time. Because of this, the City uses a manually created spreadsheet to track journal entries proposed to be posted for unaudited years that exceed the 2-year period allowed to be opened within the system. This process

is known as downloading the trial balance data into a spreadsheet and configuring the spreadsheet to track due to/from balances and debit and credits for journal entries that cannot be posted in the period for the unaudited transactions. This offline file is maintained with all respective entries until the City conducts the audit for the offline period.

Year-End Adjustments: Reflect accruals, reconcile accounts, and ensure accuracy in financial statements. Fixed asset records and depreciation schedules are updated annually.

- **At Year-End**

- In addition to the monthly close process noted above, the Finance Director reviews general ledger accounts and reconciles them to the general ledger. Books are also reviewed to book accruals where applicable. In addition, there are transactions that have been booked on a cash basis for a 12-month period in previous years that continue to be booked as such. As a result of transitioning utility billing services to Miami-Dade County, a year-end adjustment is recorded to book accruals.
- The City Commission approves the annual budget and budget amendments by ordinance as they require two readings and a public hearing, which are presented by the Budget Administrator or designee. Minutes are also prepared for all meetings, and resolutions and ordinances are documented.

1.4 Annual Audit

The Finance Director reviews and approves the draft of the financial statements. The Management's Discussion and Analysis (MD&A) and other information (including the statistical information unless an AFR is produced) for the Financial Statement are provided by the City. The basic financial statements should be prepared in line with the guidelines provided by GASB Statement No. 34 and should include: a statement of net assets and a statement of activities. Financial statements should be prepared using the economic resources measurement focus and the accrual basis of accounting. These statements should report all assets, liabilities, revenues, expenses, and gains and losses of the City. By Resolution, City Commission accepts the audited financial reports as presented by the external auditor.

Pursuant to section 218.39 of the Florida Statutes, the City's accounts and records will be audited annually by an independent certified public accounting (CPA) firm. The audit will include a management letter and, if applicable, a Single Audit for Federal and State grants

(grants with expenditures exceeding \$750,000/yr.). An Annual Comprehensive Financial Report (ACFR) will be issued no later than nine (9) months following the end of the fiscal year (3 months to complete accrual, 6 months to issue the annual report).

The ACFR shall be prepared to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program through GFOA. This program establishes criteria that go beyond the minimum requirements for Generally Accepted Accounting Principles to prepare ACFRs that evidence the spirit of transparency and full disclosure. The City shall be responsible for establishing a process to ensure timely resolution of audit recommendations.

1.5 Reporting and Analysis

To ensure compliance with revenue, reserve, and budget policies, the City shall prepare reports and analyses annually to monitor, project, and estimate revenues and expenditures, specifically:

Five-year forecast of revenues and expenditures shall be prepared in conjunction with the annual budget process for the following funds:

- General Fund
- ARPA Fund
- Safe Neighborhood
- CA. IMP DEBT SERV Fund
- Water & Sewer Fund
- Storm Water Fund

The forecast assesses long-term financial implications of current and proposed policies, programs, and assumptions that develop appropriate strategies to achieve the City's goals. The forecast will provide an understanding of available funding; evaluate financial risk; assess the likelihood that services can be sustained; assess the level at which capital investment can be made; identify future commitments and resource demands; and identify the key variables that may cause change in the level of revenue. The forecast will be used to identify anticipated financial issues so that a plan can be developed to address anticipated issues before they become reality. The assumptions used to prepare the five-year forecast shall be consistent with those used to prepare the annual operating budget, unless specifically directed by the City Commission.

1. **Environmental Scan.** A review of the local economy, land development trends, population trends, and customer expectations by the Department of Budget as part of the Business Plan.

2. **Situational Analysis.** Annually, as part of the strategic planning process, an analysis of the demographic, legislative, and customer requirements is made. Part of the process includes a SWOC (Strengths, Weaknesses, Opportunities, Challenges) analysis.
3. **Composite Indicators.** A set of ten indicators used to determine annual improvements published by the Department of Budget and Capital Improvement Program in the Business Plan.
4. **Revenue Manual.** A guide to the major revenue sources that indicates the source, calculation, legal requirements, and accounting guidelines. Updated periodically by the Department of Budget.
5. **Reserve Analysis.** Annually review the reserve levels and produce a report that indicates up-to-date reserve levels as compared to policy goals.
6. **Investment Portfolio Reports.** An annual report, in accordance with the investment policy, is designed to track and analyze the performance of our investment portfolio.

1.6 Financial Advisory Committee

The City Commission may designate a Local Financial Oversight Committee. The role of the committee is to review and guide financial issues as needed and determined by the City Manager or City Commission.

Section 2: Budget and Long-Range Financial Planning

Objective: The City will establish guidelines for budgeting to ensure a financially sound City and to establish a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.

2.1 Balanced Budget

The City is required to prepare a balanced budget in which current revenues will be sufficient to support current expenditures. The budget process and format shall be performance-based and focused on goals, objectives, and key performance indicators. The budget will provide adequate funding for maintenance and replacement of capital.

In addition, it is expected that the annual operating budget will be structurally balanced. A structurally balanced budget is further defined as recurring revenues funding recurring expenditures and adherence to fund balance policies. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. If economic conditions

dictate that the City Manager files a structurally imbalanced budget, it shall be accompanied by a plan to return the budget to structural balance and the resulting five-year financial forecast that reflects steps to be taken to return the budget to structural balance.

2.1.1 Use of Recurring Revenues

Recurring expenses will be funded exclusively with recurring revenue sources to facilitate operations on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues.

2.1.2 Use of Non-Recurring Revenues

Non-recurring revenue sources, such as a one-time revenue remittance or fund balance in excess of policy, can only be budgeted/used to fund non-recurring expenditures, such as capital purchases or capital improvement projects. This will ensure that recurring expenditures are not funded by non-recurring sources.

The following expenditures are considered non-recurring for budgetary purposes:

1. Capital Expenditures
2. Capital Improvement Projects

The following revenues are considered non-recurring in the definition of a structurally balanced budget:

- Grant Revenues
- Reimbursements for One-Time Items
- Short-Term/Inter-Fund Loans

Allowable uses of one-time revenues received during the year (over the budgeted amounts):

- To replenish a drawdown in the fund balance below policy requirements.
- Provide a one-time boost to infrastructure rehabilitation funding.
- To fund capital projects without an identified funding source.
- To fund one-time expenditures in the following fiscal year's budget.
- City Manager's Discretion.

2.2 Budget Management

2.2.1 Approving the Budget

During the spring months, recommended operating and capital improvement program budget documents are prepared and presented by the departments to the Budget Administrator. The Budget Administrator will compile the proposed budget and present it to the City Manager to be forwarded to the City Commission for review during public budget workshops. In accordance with State law, public hearings and final adoption of the budget occur in September.

While the City remains under State oversight, the Budget must be completed and approved by the Commission on or before August 1st. By no later than August 1st, the approved budget must be sent to the State for their review and approval. The State will have 30 days to review and approve the budget to ensure it is in place by October 1st.

Capital Improvement Projects/Program

- For Capital Improvement Projects, any rollovers from the previous year, if not carried over, must be brought over as a budget amendment.

2.2.2 Monitoring the Budget

Actual expenditures and operating transfers may not exceed budget appropriations at the individual fund level. Department Directors are responsible for monitoring their departmental budgets, while the Budget Administrator and Team are responsible for monitoring the overall approved City budget. Appropriations that are neither expended, encumbered, nor specifically designated to be carried over lapse at the end of the fiscal year.

- **Weekly Monitoring**
 - On a weekly basis, budget staff will review all invoices to ensure they are going to the correct account.
- **Monthly Budget Reporting**
 - While under State oversight, monthly budget reports are required to be submitted to the State. On the 10th-12th of every month, the City submits a Budget report with dates from the current FY start up to the previous month. The report must be provided to the State, City Manager, and Commission. Based on the information, there may be a requirement for budget amendments.

2.2.3 Amending the Budget

If it becomes evident that a particular fund has circumstances requiring a budget to increase, a budget amendment may be made. The Budget Administrator submits a request to amend the budget to the City Manager. The request contains a written explanation for the

request. City Commission approval is required for budget amendments that alter the total adopted budget amount of any fund.

While under State oversight, following the Commission's approval, budget amendments must be sent to the State for final review/approval. Budget amendments must be posted on the City's website within 5 days after adoption in accordance with Florida Statute 166.241. Budget amendments must be publicly advertised.

2.2.4 Mid-Year Operating Deficits

During the fiscal year, the City may find revenues falling short and expenditures exceeding anticipated levels. If so, the City shall take immediate corrective action if at any time during the fiscal year new expenditure and revenue estimates are such that an operating deficit is projected at year-end. Corrective actions are to be implemented by the City Manager with a report to advise the City Commission of the actions taken. Corrective actions may include:

- Manage Vacant Positions
- Deferral of capital purchases
- Expenditure reductions
- Freeze merit increases
- Use of fund balance, including Replacement Fund balances
- Increase fees
- Lay-off employees

Short-term loans shall be avoided to balance the budget.

The use of fund balance, which is a one-time revenue source, may be used to fund an annual operating deficit, only with a plan prepared as part of the annual budget to replenish the fund balance if it is brought below policy level.

2.3 Property Taxes

The City must levy a tax rate sufficient to generate revenues that will meet outstanding operations and debt obligations, net of outside funding sources (transfers from other funds). The City Manager will recommend a tax rate that the City finances require, in order to operate efficiently, yet effectively, and meets the City Commission's expectation of services provided and service levels.

2.4 Revenue Estimation

In order to protect the City from revenue shortfalls and to maintain a stable level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and

their impacts on revenues, historical collection rates, and trends. This approach should reduce the likelihood of actual revenues falling short of budget estimates and should avoid mid-year service changes.

2.5 Employee Compensation

The City's compensation plan shall be established by the City Manager within the budget adopted by the City Commission.

Salaries are documented on a Personnel Action Form that is approved by the Human Resources Director and the City Manager. The Department Directors also sign the Personnel Action Form. The Personnel Action Form is the main form where all changes in pay, hire, termination, and personnel actions are recorded.

Increases in step pay for Police Officers are dictated by the Florida Police Benevolent Association (PBA) union contract, which increases police officers' pay every year for Officers, Sergeants, and Detectives. This step-up raise will be annotated in the individual's personnel file and registered in the ADP system by authorized Human Resources personnel. The transaction will be noted on a Personnel Action Form. All other raises are determined on a case-by-case basis and approved by the City Manager.

The City will also adhere to the AFSCME Local 2068 Agreement.

Deductions for child support, loan repayments, etc. are made when the Human Resources department receives a court order for such garnishments. A Personnel Action Form is filed in the personnel file jacket and inputted into the ADP system by Human Resources.

Supervisors are responsible for reviewing and adjusting their department employees' electronic timecards in ADP.

Benefits will start after 90 days of the new hire's hiring date. This is when the City will begin paying AVMED and MetLife for an individual's medical premiums. All employees can elect to have or not have the medical benefits. All employees must pay 50% of the medical benefits premium for each individual dependent.

All payroll disputes must go through the Human Resources department for resolution. Human Resources will send an email for a request of recalculation to the Payroll Clerk, which is then returned via email for dissemination and recorded in the personnel file with a Personnel Action Form by Human Resources.

Terminations and resignation letters are sent to the respective Department heads, which are then sent to the Human Resources department to be filed in the personnel file. Human

Resources will also file the change on a Personnel Action Form and make the necessary adjustments in the ADP system.

Florida Retirement System Contribution Compliance Policy

This policy establishes financial controls and reporting procedures to ensure the accurate and timely remittance of employee and employer contributions to the Florida Retirement System (FRS), preventing future penalties and ensuring compliance with state regulations.

Reporting & Remittance Procedures:

1. **Timely Submission:** All employee and employer FRS contributions shall be remitted to the **Department of Management Services, Division of Retirement** by the statutory deadlines.
2. **Accuracy Verification:** Contributions must be reviewed for accuracy before submission to prevent reporting errors that could result in penalties.
3. **Monthly Compliance Audits:** The Finance Department will conduct internal audits of FRS contribution reporting and payment processes to identify discrepancies early.

Responsibilities & Oversight:

- **Finance Director:** Responsible for ensuring timely and correct processing of contributions and compliance with state requirements.
- **Human Resources Department:** Ensures accurate deduction of retirement contributions from employee wages before remittance.
- **Independent Review Process:** A designated officer or internal auditor will conduct periodic assessments of compliance.

Penalty Avoidance Measures:

- Immediate corrective action shall be taken if errors or delays in reporting and remittance are identified.
- A compliance training program will be established for Human Resource personnel handling retirement contributions.
- A dedicated **compliance liaison** will serve as a point of contact between the City and the Division of Retirement to resolve any discrepancies.

2.5.1 Temporary Staff

Most temporary workers and contractors are hired through a third-party agency. The Department head will request personnel and the pay rate through the Human Resources

department, and they will contact the appropriate agencies to send workers to the City. The department is invoiced for the services of the agency, and the invoices are sent to Human Resources and the City Manager for authorization of payment. Once the payment is authorized, the invoice is processed as described in Section 2.4 above.

2.5.2 Payroll Processing

Payroll is processed bi-weekly for employees and once a month for Mayors and Commissioners. The pay period begins on a Saturday and ends two weeks later, on a Friday. Payday is on the following Wednesday. Individual employees access the ADP portal, locate their electronic timecard, and input the times worked in a day. Once all the work hours are posted, the Department Supervisors log into the ADP portal to verify or adjust their employees' times. Once all times are posted on Friday, the Payroll Clerk logs into ADP and verifies that all the employees' times have been posted. The Payroll Clerk reviews and submits the final times to ADP via electronic submission. Initial access to ADP is granted by Human Resources when the employee is first hired. Limited access to ADP will be determined by rank and/or position. Occasionally, the Payroll Clerk will change an employee's ADP access permissions for Supervisors and Lieutenants when a schedule change occurs.

The only employee that has Master Access to the ADP system is the Payroll Clerk.

The Human Resources Director, Human Resources Administrator, and Human Resources Specialist currently have access to ADP as a Security Administrator. Levels to ADP are as follows: 1. Security Master, 2. Security Administrator, 3. User Master, 4. User Admin, 5. Product User, 6. Self-Service User.

The Human Resources department oversees the employee count, new hires, and terminations. Human Resources is also responsible for authorizing and providing specific details for payroll adjustments to the Payroll Clerk. Authorizations come from the Human Resources Director, in the form of an email. Payroll adjustments include STEPS retro pay increases, deduction reimbursements, pay rate changes, and final payouts. Specific details needed for adjustment processing include before and after pay rates, effective date, and earnings code (if applicable). The Payroll Clerk processes the calculations for the adjustment and forwards the information to the Human Resources Director for approval. When a payroll adjustment is needed due to hours not being entered on the timecard, the employee must complete a Payroll Adjustment Form. The adjustment form must include any backup information, the employee's signature, Supervisor's signature, and/or Director's signature. After payroll reviews, the adjustment form will be sent to the City Manager for final signature approval. All respective reimbursements are authorized and approved by the Human Resources department before they are forwarded to the Payroll Clerk for processing.

The Payroll Clerk documents all payroll adjustments and deductions received from Human Resources, City Manager's Office, and Department Directors in a Payroll Binder titled by pay period and pay date. These records contain; email authorizations from the Human Resources department, effective dates, calculations made from the ADP printout, and the date of the adjustments. Further records of payroll changes are kept in the personnel files maintained in the Human Resources department. Human Resources verifies any changes that are made to employees during the payroll timeframe, then confirms changes are correctly inputted into the ADP system.

When processing payouts for any terminated full/part-time employees, according to the City's policies on compensated absences, the Human Resources department will send an authorized email to the Payroll Clerk for completion. This email must include earnings code, the number of hours to be calculated, and pay rate associated with the payout. Payroll will process the calculations and forward the information to Human Resources for review and approval. Once the final payout check is approved by the City Manager and the State, the Payroll Clerk processes the payment. Human Resources then notifies the former employee to pick up the check. The employee's payout check is processed as part of regular payroll and included as part of the employee's last paycheck. Batch processing starts once all the necessary verification checks and edits are completed.

Salary employees enter their time manually in the ADP system. Hourly employees clock in and out, using the time clock machines and/or their computers. Hours are reviewed and approved by the respective Supervisors no later than 9:00 am, Friday. Timecards are locked by the Payroll Clerk on the Friday before the pay date. The only exception is for Police Officers working on the weekend. The Supervisor and/or Director manually input corrections for sick time, overtime, and/or vacation time in the ADP system. The deadline to close payroll is the end of the business day on the following Monday. Any employee that does not make the cutoff gets processed in the following pay period.

Before the payroll file transmittal to ADP is complete, the Payroll Clerk prints a "preview" of the pay register and reviews it with the Finance Director. Once the Finance Director approves the payroll register, the Payroll Clerk sends it to ADP for processing via electronic transmittal. Once the final transmittal is complete, the Payroll Clerk receives the final reports from ADP, which include the following:

ADP Master Control, Benefit Accrual, Check Vouchers, In-line Management reports; B10, B20, B40, V97, V98, V99, Labor Distribution, New Hires Compliance, Payroll Audit, Payroll Register, Payroll Summary, Payroll Transmittal, Personnel Change, Statistical Summary, Unused Deductions, Wage Garnishment Deductions, and Wage Garnishment Payee, which are then filed on the City's shared drive. On the following day (Tuesday), ADP mails out the remittance for direct deposit and checks payments (for employees without direct deposit) to all employees.

All paychecks are electronically deposited by ADP to the employee's bank accounts except for special or emergencies where an emergency check needs to be made within 24 to 48 hours. These are called "Live Checks." Live check payments are made through ADP once approved by the Finance Director. The information on the Live Checks is passed on to the Payroll Clerk for input into the ADP system. Funds for emergency checks are funded directly from the City of Opa-Locka's bank account. Funds for payroll checks are funded by ADP, and the City of Opa-Locka reimburses ADP.

2.6 Vacation & Sick Leave Report

The accrual of the vacation and sick times accumulated by current staff must be journalized. Accruals are maintained and updated in ADP.

Section 3: Revenue and Other Resources

Objective: To provide guidance and a clear direction for all departments and divisions on how to manage revenue collections more efficiently and effectively, maximize revenue collection, and minimize the risk of loss of revenue through misappropriation.

The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in local economic conditions, which may adversely impact that source. The Budget Division shall maintain a revenue manual documenting the various revenue sources of the City and how those revenues are derived and estimated.

The City has a duty to control and protect government assets on behalf and for the benefit of its citizens. As the most desirable of all assets, cash is one of the most often misappropriated. For this reason and many more, **effective June 1, 2023, the City ceased accepting cash payments.**

3.1 Revenue Sources

The City of Opa-locka receives revenue from the Federal government in the form of Grants and Federal Awards. Funds from these grants and awards are generally received through electronic fund transfers (EFT). Revenues are also received from the State of Florida that include the State revenue sharing, mobile home licenses, 1.5 cent local option tax, a half-cent sales tax, local option gas tax, alcoholic beverage license tax, the Department of Juvenile Justice grant, Department of Environmental Protection Agency, and a fuel tax refund. The City receives funds from Miami-Dade County that include ad-valorem taxes,

court fines, local law enforcement training task force, school crossing guard, and red-light camera fines. Both the State and Miami-Dade County submit their payments through electronic fund transfer (EFT). Once received, the staff accountant processes a journal entry and forwards the paperwork to the Finance Director for review and approval to post.

Revenues in the form of check, money order, or cashier's check are generally mailed directly to the City Clerk's office, where they are distributed to Finance staff for the daily cash receipt process. Checks are also received through the City's post office box (P.O. Box 540371, Opa-locka, FL 33054) or in person at the Cashier's Office on the 1st floor at City Hall. Finance and/or other departmental designees prepare receipts for each check/money order or cashier's check and identify the revenue codes for those received and are taken to the cashier, who date stamps them for the daily deposit. Checks, cashier checks, and money orders are electronically deposited in the applicable fund bank account, and those items that are not scannable are stamped by the person preparing the manual deposit.

Business licenses, code enforcement fines, and utility payments made by residents and customers are made through Central Cashiering on the first floor of the City Hall building located at 780 Fisherman Street. The office is secured by electronic locked doors that are controlled by City employees. Customers, visitors, and most employees must be granted access. The cashier reconciles the daily cash receipts from 4:15 PM to 5 PM. Any receipts maintained overnight are stored and locked in the Cashier Office secured safe.

3.2 Revenue Received at City Hall

Payments received through Central Cashiering at City Hall are input into the SunGard system by the cashier, to the appropriate fund by revenue code. When the daily cash receipt deposit is complete, the cash receipts are placed in a locked safe with the reconciled daily receipts. Preparation of the bank deposits is done daily by City Finance staff with the guidance and supervision of the Finance Director. After the reconciliation of the daily receipt, the cashier secures the receipt in a manila envelope. The envelope includes receipts, checks, credit card payment receipts, and appropriate transaction reports.

The cashier also includes the calculator tape totaling the settlement report for all revenues. Both the reports and the details are compared for accuracy and completeness and should match. The staff accountant utilizes the "register balancing report" as the master document detailing the breakdown of received items, the summary of the drawer, and the report totals. Both the drawer and report totals should match. If not, differences are reconciled by the cashier before the staff accountant can proceed to the deposit stage of the process. Multiple calculator tapes are run for each deposit category; credit cards, checks, and copies are maintained to be included with the bank deposit and as backup for the City's records.

The staff accountant reconciles the "fund accounting interface report," the "receipt summary by revenue code," and the "receipt detail report" for entry on the "register balancing report." (Key Control) The deposit is separated by appropriate funds; predominantly most funds are Water/Sewer (440) and Stormwater Funds (Fund 450) and the General Fund (Fund 001). Separate deposit slips are prepared for each fund account and appropriate bank account. Each of the deposits are then placed in a sealed deposit bag as per the banking and security protocols.

Each deposit is placed in its own and separate deposit bag, provided by the City's banking institution for delivery to the bank. The details of each deposit, including the bag number, description, deposit amount, signature, date, time, barcode label, and number are recorded in a customer receipt book, provided by Brinks Security, the armored transportation service. A unique barcode label from the customer receipt book is detached and placed on each deposit bag and sealed in order to be scanned when picked up. This process facilitates an efficient tracking mechanism that may be initiated if there is a discrepancy.

Once completed, the entire deposit is placed in a safe in the cashier's office for Brinks Security to pick up the following morning. Only the cashier and the Finance Director know the combination to the safe and the location of the secured key for the cash drawer in the safe. The Finance Director takes the copies of their paperwork along with the supporting tapes and copies of the bank deposit slips in a manila envelope to an Accountant for further processing, including deposit verification and posting to the general ledger.

Brinks Security picks up the deposit each morning. When the Brinks Security representative arrives, the deposit from the previous day is scanned into the Brinks Security System through a hand-held device. Each barcode is scanned, and the customer receipt book is signed and dated by the Brink Security representative with the time of pick-up noted. The deposit is then taken to the bank.

A reconciliation of the deposit and source documents provides the necessary support to post cash receipts transitions appropriately to the general ledger by Finance staff.

3.2.1 Reconciliation and Posting

On a monthly basis, the Finance Director accesses both the State's and Miami-Dade County's websites to compare their payment records to the city's records using a spreadsheet reconciliation process (Key Control). The Senior Accountant also performs a reconciliation of the bank accounts, which are reviewed by the Finance Director as part of the monthly accounting process (Key Control).

The daily receipts are entered into the general ledger after verification by an Accountant.

3.3 Administrative Services Charges

The City shall determine annually the administrative services charges due to the General Fund from other funds for overhead and staff support using a cost allocation model.

3.4 Revenue Collections

The City may maintain high collection rates for all revenues by monitoring monthly receivables. The City may follow an aggressive, consistent, yet reasonable approach to collect revenues to the fullest extent allowed by law for those overdue in payments owed to the City.

1. The City may contract for billing and collection services when it makes financial sense to do so. For example, Emergency Medical Transport billing requires an elevated level of knowledge relating to medical billing.
2. The City may contract for collection of delinquent receivables when it makes economic sense for the City to do so. For example, the City currently contracts directly for Emergency Medical Services delinquent receivables.
 - a. **Write-off of Uncollectible Receivables:** Receivables shall be considered for write-off and approved by the Director of Finance as follows: State Statute authorizing the release or extinguishment, in whole or in part, of any indebtedness, liability, or obligation, if applicable.
 - b. The write-off of uncollected accounts is a bookkeeping entry only and does not release the debtor from any debt owed to the City.
 - c. The City shall estimate uncollectible accounts through an allowance for doubtful accounts.

3.5 User Fees

1. The City shall recalculate the full cost of selected activities currently supported by user fees and charges to identify the impact of inflation and other cost increases periodically.
 - The City shall set fees and user charges for each enterprise fund, such as Water and Sewer, at a level that fully supports the total direct and indirect costs of operation, including the cost of depreciation and recapitalization.
 - The City shall review the costs of services it provides for the potential implementation of user fees and charges on an annual basis.

3.5.1 General Fund

- Where services provide general public benefit, the City may finance those services through property taxes.

- For services that benefit specific users, the City may establish and collect fees to recover the costs of those services.
- For services that provide both specific benefits and a general public benefit, it may be appropriate to subsidize from property tax revenues.
- Costs of Services are defined as full cost; direct, indirect, and overhead.
- Factors in setting of fees shall include but not be limited to: market and competitive pricing, effect on demand for services, and impact on users, which may result in recovering something less than full cost.

3.5.2 Enterprise Funds

- The City shall seek to eliminate all forms of subsidization between the General Fund and Enterprise Funds.
- The Five-Year Financial Plan shall serve as the basis for rate change considerations.
- If rate increases are necessary, the Five-Year Financial Plan shall be built around smaller rate increases annually versus higher rate increases periodically.

3.5.3 User Fee Creation and Revision

Working with the department or office, the Department of Budget will determine the cost for each service and determine a full-cost price. Once a fee has been proposed for a particular service, the fee will be compared to the market, evaluated for potential effects on users such as low-income households, market demands of service, etc. A fee will then be recommended to the City Manager and City Commission based on all information gathered through the fee evaluation.

3.5.4 Citizens' Independent Transportation Trust (CITT) Surtax

This policy establishes financial management and reporting requirements to ensure compliance with the Miami-Dade Citizens' Independent Transportation Trust (CITT) regulations, enabling the continued receipt and use of surtax funds for transportation-related projects.

Reporting Requirements: The City of Opa-Locka shall submit all required financial and operational reports to the CITT in accordance with established deadlines, including:

- Quarterly progress reports detailing project implementation and expenditures.
- Annual audited financial statements verifying the integrity of fund management.
- Yearly certification letters affirming the City's maintenance of transportation funding levels.
- Five-year transportation project plans outlining future infrastructure investments.
- Adopted city budgets reflecting financial commitments for each fiscal year.

Authorized Use of Funds: All surtax revenue must be allocated exclusively to eligible transportation initiatives, including but not limited to:

- Transit services expansion and improvement.
- Roadway enhancements and maintenance.
- Related infrastructure developments, as permitted by Florida law and County guidelines.

Funds may not be used for non-transportation-related expenditures or activities that fall outside the scope of approved projects.

The City shall maintain comprehensive financial records demonstrating appropriate surtax fund allocation. Detailed documentation of expenditures will be retained to ensure transparency and compliance with all applicable laws, regulations, and interlocal agreements.

Section 4: Expenditures & Services

Objective: The City will identify services, establish appropriate service levels, and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of those services.

4.1 Purchasing and Vendor Selection

The City shall maintain policies and procedures to ensure compliance with state laws relating to the procurement of goods and services.

It is the policy of the City of Opa-locka to assure fair and competitive access by responsible vendors/contractors to the purchasing requirements of the City and to conduct business activities in such a manner as to foster public confidence in the integrity of the City of Opa-locka. The primary objective of the Procurement Department of the City of Opa-locka is to support the City's administrative staff in accomplishing the goals and directives established by the City Commission and the City Manager. In pursuit of said goal, the Procurement Officer will promote fair and open competition for the procurement of all goods and services by soliciting price quotations in accordance with all State and local laws, policies, and regulations. The City of Opa-locka is a tax-free entity, exempt from Federal, State, and Local taxes except in certain prescribed cases. The City Manager, through the authorization of the City Commission, has delegated the purchasing responsibility to the Procurement Officer

whose duties include the procurement of materials and services within established City guidelines as outlined in the City's Procurement Manual.

4.2 Disbursement Policy

Upon receipt of a purchase request, it is the Procurement Officer's responsibility to verify the signature of the department Director from which the request originated, as well as confirm that the necessary documentation accompanies the request, including the required number of bids or quotations. The next task is to secure the best possible purchase price for the requested item from the City's list of approved vendors. Each purchase request is assigned a unique purchase request number, which is separate from the purchase order number. Upon completion of this review and with the request having satisfied all necessary requirements, the Procurement Officer forwards the request to the Budget Office, which then researches the account number listed on the request to verify its accuracy and ensure that the budget can facilitate the proposed expenditure. The request is then signed by the Budget Administrator and returned to the Procurement Officer, who inputs it into the purchasing section of the Finance Plus module within the SunGard accounting software system. It is at this stage that a system generated Purchase Order number is assigned and an electronic signature applied to the order. The requesting department is then advised as to whether the request was approved or denied.

All requisitions are approved by the State, requiring each department director to approve his/her department's request in the requisition section of the Finance Plus module of the SunGard accounting software system.

Once the item is received the requesting department signs a packing slip as evidence. An invoice is later sent by the vendor generally through a post office box that is already established by the department for such purpose; increasingly, invoices are being provided by e-mail and online access.

Invoices submitted by mail are delivered to the Accounts Payable department as a part of the invoice processing procedure and are either related to a purchase order or non-purchase order for vendors that do not accept purchase orders. The only difference in processing is that the purchase orders are attached as part of the supporting documentation for the check request that is submitted via a "check request" form. Accounts Payable then verifies receipt of the signed packing slip and attaches it to the request. The Department Director is e-mailed for receipt verification on those invoices which do not have accompanying packing slips. This e-mail confirmation is printed and attached to the invoice in place of the packing slip. With the supporting documentation in hand, Accounts Payable then forwards the package to the Assistant Finance Director for review who, upon completion of the review, returns the package to Accounts Payable which then solicits the signature of the Finance Director and City Manager.

All check requests are approved by the State. The check request (requisition) and supporting documents are entered by an assigned department employee. Thereafter, the department director must approve the check request in the requisition section of the Finance Plus module of the SunGard accounting software system. The check request (requisition) is then reviewed and approved in the financial accounting software, where a PO is generated. The original signed invoice and other supporting documents, along with a copy of the system generated check requisitions are then forwarded to Accounts Payable which then attaches the approved check request to the original supporting documentation (Key Control).

Once the request is signed, Accounts Payable then batches the items in preparation for the check-run which takes place Thursday of each week. Blank checks are in the form of a blank sheet, without any MICR or other type of printing on it whatsoever and are housed in Accounts Payable, behind closed doors, in a locked cabinet with only assigned Accounts Payable personnel and the Director of Finance possessing keys.

Printed checks along with their copies are attached to the supporting documentation and provided to the Finance Director for final review before the initiation of the bank transfer for the total amount of the “run” in tandem with a positive pay directive to the bank. The package, along with the check register and stamped envelopes for the checks to be mailed are then forwarded to the Finance Director for final review and mailing. (Key control # 3) The Finance Director then returns the copies with the supporting documentation to Accounts Payable where a copy of the check is attached as evidence of payment before being filed. Checks for “emergency” situations are also processed in the same manner but instead “fast-tracked” through the system so that check may be printed as promptly as the same day.

State Financial Oversight Board Two Step Process

During FY 2016, the Governor appointed an emergency financial oversight board to monitor and approve the expenditures incurred by the City of Opa-locka. The following individuals were appointed on the board by Governor Rick Scott:

Melinda Miguel – *Florida Chief Inspector General, Executive Office of Governor Rick Scott*

Christian Weiss – *Policy Coordinator, Executive Office of Governor Rick Scott*

Kim Mills – *Director of Auditing, Florida Housing Finance Corporation*

Andrew Collins – *Chief of Financial Monitoring and Accountability, Florida Department of Economic Opportunity*

Angela Knecht – *Program Administrator, Florida Department of Environmental Protection*

Marie Walker – *Director of Auditing, Florida Department of Revenue*

J.D. Patterson, Jr. – *Former Director of the Miami-Dade Police Department (Retired)*

Vernita Nelson – *Assistant City Manager, City of Miami Gardens*

Frank Rollason – *City Manager, North Bay Village*

Approval of the City's finances by the state emergency financial oversight board is completed in a two-step process:

Step 1: Physical Review of Expenditures and Supporting Documentation

Frequency: Monthly or Semi-Weekly

Prior to any applicable disbursement, Frank Rollason reviews a list of expenditures that need to be paid by the City. Mr. Rollason will review the invoice, purchase orders, requisition, and other necessary supporting documentation for each expenditure on the listing and sign off on the invoices.

Exception: If the expenditure needs to be expedited, an expedited form is filled out which must contain reasoning for the expedited process and required supporting documentation such as invoice, purchase order and requisitions is submitted to the Oversight Board for approval.

Step 2: Synopsis Report

A listing of expenditures that were reviewed by Frank Rollason for approval is submitted to the State Oversight Board by Sha' mecca Lawson, Interim City Manager for final approval.

The State Oversight Board then remits a synopsis report via e-mail to Sha' mecca Lawson, with notations next to each expenditure such as "approved" or "declined."

There are four types of expenditures that do not go through the State for approval, and they are payroll, debt payments, benefits and off-duty pay.

4.3 Accounts Payable

The Accounts Payable Division provides the best service possible to our citizens by ensuring that all invoices and reimbursement requests are processed in a timely and efficient manner. To ensure payments are processed for the weekly check run, departments must have approved voucher payables, contractor request for payments, and/or vendor invoices

to Accounts Payable by 12:00pm on Tuesday. The Accounts Payable team processes checks once a week on Thursday.

- Invoices matched with packing slips and purchase orders are reviewed by Accounts Payable for accuracy.
- All check requests are reviewed and approved electronically in the City's financial management system.

4.4 Check Runs

- Weekly check runs are performed on Thursday. Emergency checks may be processed on any day, upon expedited approval.
- Blank check stock is securely stored, and access is limited to authorized personnel.

4.5 Recordkeeping

Supporting documentation is attached to check registers for retention. Records are maintained for a minimum of seven years in compliance with GASB guidelines.

4.6 Departmental Business Plans

Departments shall prepare a business plan to define their operating objectives.

1. The business plan should provide a link between the budget and the services provided; there should be no gaps or holes in accountability, either in accounting for resources provided or in defining services delivered.
2. The business plan shall include an organizational chart, service description and service levels, and measures that indicate how well the service is being delivered.
3. The Business Plan shall include an annual program of services for each department.

4.7 Maintenance of Capital Assets

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

4.8 Periodic Program/Service Reviews

The City Manager and staff shall undertake periodic reviews of City programs and services for both efficiency and effectiveness. Outsourcing and contracting with other governmental agencies and/or the private sector will be evaluated as alternative approaches to service

delivery. Programs or services determined to be inefficient and/or ineffective may be recommended through the annual budget process to be reduced in scope or eliminated.

4.9 Outsourcing of City Services

The City provides many municipal services to its citizens covering a wide variety of disciplines. Attempting to perform all of these services in-house could dilute the City's efficiency and not be cost effective. Two of the management tools utilized by the City to maximize efficiency and cost effectiveness are outsourcing and managed competition processes. The economic benefits of competition include lower costs and improved quality of performance irrespective of whether a given service is ultimately performed in-house or outsourced.

Section 5: Fund Balance, Working Capital & Capital Reserves

Objective: The City will maintain the fund balance and working capital of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position during emergencies or economic fluctuations. Should the budgeted fund balance drop below the minimum identified by the policy below, the City will establish a plan to replenish the balances to the minimum level in subsequent years.

5.1 Governmental Fund Balances (see GASB 54)

There are five categories of Fund Balance in all governmental funds, not all will always be present. The categories are defined as:

1. Non-spendable- cannot be spent due to being non-spendable in form or the City being legally or contractually required to maintain this amount intact. For example, inventories and prepaid amounts are considered non-spendable.
2. Restricted- balances are subject to external restrictions from creditors, grantors, contributors, or laws of other governments.
3. Committed- use of funds is only for specific purposes as determined by City Commission.
4. Assigned- intended use of balances for specific purposes is established by the City Commission or delegated to the City Manager, which is neither restricted nor committed and includes the remaining positive balance of all governmental funds.
5. Unassigned- excess funds that have not been classified in the previous four categories for the general fund. This category represents the portion of fund balance which is not obligated or specifically designated and is available for general

purposes. Unassigned fund balance would also include deficit residual balances for any governmental funds after reporting amounts as restricted, committed, or assigned fund balances. Deficit amounts cannot be reported for restricted, committed, or assigned fund balances in any fund.

When both restricted and unrestricted funds are available for expenditure, restricted funds will be used first. When committed, assigned and unassigned funds are available for expenditure, committed funds should be spent first, assigned funds second, and

5.2 Working Capital

The City shall maintain working capital sufficient to provide for reserves for emergencies and revenue shortfalls. Working capital reserves will be established and maintained as follows:

5.2.1 General Fund

The City shall include in the General Fund operating budget annually, a reserve in accordance with GAAP.

The reserve may be utilized, and the fund balance may be decreased for any of the following purposes:

- (1) Natural disasters or emergencies;
- (2) Unanticipated capital improvements or infrastructure needs;
- (3) Unforeseen contingent liabilities;
- (4) Acts of God;
- (5) For the emergency health, safety, and welfare needs of the city.

Within the General Fund a contingency account equal to \$500,000, three hundred thousand dollars (\$300,000.00) of such contingency reserve shall be available for use, with city commission approval, during the fiscal year, to fund unanticipated budget issues, emergencies/natural disasters which may arise or potential expenditure overruns which cannot be offset through other sources or actions. This reserve level shall be replenished at the beginning of each fiscal year so it is available on an ongoing basis. Two hundred thousand dollars (\$200,000.00) shall remain unspent to provide for the year-end reserve.

5.2.2 Water and Sewer Fund

The reserve will be equal to a minimum of seventeen thousand five hundred dollars (\$17,500.00) in the water and sewer fund and seventeen thousand five hundred dollars (\$17,500.00) solid waste fund to build the reserves sufficient to cover these liabilities for each fund.

5.2.3 Stormwater Fund

The City shall maintain a reserve in accordance with GAAP.

5.2.4 Property, Casualty, and Workers' Compensation Insurance Fund

The City shall maintain a reserve for the Property, Casualty, and Workers' Compensation Insurance Fund of a minimum of 125% of the current year's projected claims or the amount as determined by the biannual actuarial report. Risk Management and the City Attorney's Office shall review on a quarterly basis the funding of the reserve. Based on the findings of their review, they may request an adjustment of the funding of the reserve to the Budget Administrator and Director of Finance. Adjustments to the reserves shall be reflected in the budget as a current expense with an offsetting liability account. An independent actuarial report will be performed biennially on reserves to verify their adequacy. In addition, up to 10% of General Fund revenue in excess of expenditures, calculated annually, may be dedicated to supporting the insurance reserves as needed.

5.2.4.1 Accident Review Board

City shall establish an Accident Review Board to increase accountability for avoidable accidents and to provide insight to take steps to be taken to reduce future accidents. The Board shall consist of the Risk Manager, Director of Finance or designee, Legal counsel, Human Resources Director or designee, and Department head of the employee(s) involved. The Risk Manager shall serve as Chairperson of the Review Board.

The purpose of the Accident Review Board is to determine if a City of Opa-Locka employee and/or a motor vehicle, truck, mobile or portable equipment was involved in a preventable or non-preventable accident not at fault, partially at fault, or at fault. The Board shall review every accident as mentioned and shall submit a finding of preventability/non-preventability and not at fault, partially at fault, or at fault on the appropriate form to the department head. The Board shall submit to the department head an annual report summarizing the year's accidents/incidents.

Preventable/at fault accident defined. A preventable/at fault accident is any accident involving an employee while performing his or her daily work assignments, which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the employee in question failed to exercise every reasonable precaution to prevent the accident.

(A) *Procedure.*

- (1) The following procedures will be adhered to by the Board members:
 - a. Each member shall review a copy of the accident report form(s).
 - b. Testimony from the employee will be considered.
 - c. The facts as presented in the accident report shall be considered on their merits.
 - d. The Board shall reach its decision by a majority verbal vote (3 votes determine majority).
 - (2) The facts of each accident as presented to members of the Board will come from the following sources:
 - (a) The accident report form(s).
 - (b) Statements by the employee and witness(es).
 - (c) Supervisor's report.
 - (d) Photographs or additional diagrams, if required.
 - (e) Inspection of accident locations.
 - (f) Testimony of necessary individuals, if required.
 - (3) All accident reports submitted to the Chairperson of the Accident Review Board shall be processed within ten working days (or as soon as is reasonably possible) after the date of occurrence. If the report is not evaluated within ten working days (or as soon as is reasonably possible), the department head shall be notified of the reason for the delay.
 - (4) Each member of the Board will receive copies of all applicable accident report forms from the Board Chairperson.
 - (5) Each member of the Board will make an independent judgment of the accident. A verbal vote will be taken to determine if the accident was preventable or nonpreventable, and whether the employee was not at fault, partially at fault, or at fault.
 - (6) The Chairperson of the Accident Review Board shall then submit the Board's findings and final vote to the department head. The department head will notify the employee of any possible disciplinary actions within five working days.
- (B) Guidelines to determine accident preventability/at fault. It is impossible to describe in detail the many ways employees might prevent an accident without being primarily responsible. Extenuating circumstances with factors relating to the duties

of the employee should be considered with discretion. The following comments are therefore intended as a guide in evaluating accidents and are not presented as all-inclusive.

- 1) *Accidents involving more than one city vehicle or employee.* When two or more employees are involved in the same accident, each employee may be charged with a preventable, at fault accident, regardless of which one was responsible for the occurrence.
- 2) *Witness statements and traffic citations.* Admissions of being at fault by the other driver or the fact that the other driver involved was issued a traffic citation or statements or exoneration by the police officer are not, in themselves, conclusive evidence to judge an accident nonpreventable. A careful study must be made of all conditions to determine how the employee in question contributed to the situation by acts of omission or commission. Unless a thorough investigation indicated that the employee in question could not have avoided involvement by reasonable defensive driving and safety practices, the accident will be regarded as preventable/at fault. An accident review will be held separate from any other legal proceedings.
- 3) *Intersections.* It is the responsibility of the employee to approach, enter and cross intersections prepared to avoid accidents that might occur through the action of other drivers. Failure of other drivers to conform to law or traffic control devices will not automatically discharge an accident as non- preventable.
- 4) *Department vehicles and equipment on emergency operations.* Employees on emergency operations, who cross an intersection against a red light, go through a stoplight or make any other driving maneuver during emergency operations, are not relieved of the responsibility of causing an accident. In the absence of convincing circumstances, when driving a village vehicle under emergency conditions, the accident in most cases should be ruled preventable/at fault.
- 5) *Backing.* All backing accidents are preventable. An employee driver and his or her co-workers are not relieved of his or her responsibility to back safely under practically any circumstances.
- 6) *Front-end collisions.* Regardless of the abrupt or unexpected stop of the vehicle ahead, the employee driver can prevent front-end collisions by maintaining a safe following distance at all times. He or she is expected to be prepared for possible obstructions on the roadway. Overdriving headlights at night is a common cause of front-end collisions. Night speed

should not be greater than that which will permit the vehicle to come to a stop within the forward distance illuminated by the vehicle headlights.

- 7) Rear-end collisions. Investigation often discloses that drivers being struck from behind by failing to maintain a margin of safety in their own following distance. Rear-end collisions proceeded by a rollback, an abrupt stop at a grade crossing, when a traffic signal changes, or when the driver fails to signal a turn at an intersection, should be ruled preventable/at fault.*
- 8) Passing. Failure to pass safely indicates faulty judgment and the possible failure to consider one or more of the key factors a driver must observe before attempting the maneuver. The entire passing maneuver is voluntary; it is the driver's responsibility to pass with safety.*
- 9) Being passed. Sideswipes and cut-offs involving employee drivers are preventable when the employee fails to yield to the passing vehicle by slowing down or moving to the right where possible.*
- 10) Lane encroachment. A safe driver is rarely a victim of entrapment by another driver when changing lanes. Also, entrapment in merging traffic is an indication of unwillingness to yield to other vehicles or to wait for a break in traffic. Drivers must make extra allowances to protect themselves in areas of limited sight distances.*
- 11) Grade crossing. Collisions with fixed rail vehicles occurring at grade crossings, in a rail yard, switch area or on private property are the responsibility of the driver to prevent.*
- 12) Opposing vehicles. It is important to check the action of the employee driver when involved in a head-on or sideswipe accident with a vehicle approaching from the opposite direction. Even though an opposing vehicle enters the driver's traffic lane, it may be possible for the employee driver to avoid the collision.*
- 13) Turning. Turning movements require special care. Left or right turns involving other vehicles, motorcycles, bicycles, or pedestrians are the responsibility of the driver making the turn. Failure to signal, improper lane usage, check mirrors or take any other defensive action should be considered. Sudden turns should be carefully examined. U-turns by the employee driver in a collision are preventable/at fault.*
- 14) Pedestrians. Traffic regulations and court decisions generally favor the pedestrian hit by a moving vehicle. A pedestrian struck while crossing at midblock or from between parked cars does not relieve a driver from taking precautions to prevent such accidents.*

- 15) *Weather. Adverse weather conditions are not a valid excuse for being involved in an accident in most cases. The driver is expected to adjust his or her driving to prevailing weather conditions.*
- 16) *Fixed objects. Collisions with fixed objects are preventable.*
- 17) *While parked. Unconventional parking locations, including double parking, failure to put out warning devices, and the like, generally constitute evidence for judging an accident preventable/at fault.*
- 18) *Defensive driving defined.* The following definition of **DEFENSIVE DRIVING** should be applied to all accidents under consideration by the Board: “A **DEFENSIVE DRIVER** is one who commits no driving errors himself or herself and makes allowances for the lack of skill or improper driving practices of the other drivers. A **DEFENSIVE DRIVER** adjusts his or her own driving to compensate for unusual weather, road, and traffic conditions, and is not tricked into an accident by the unsafe actions of pedestrians and other drivers. By being alert to accident inducing situations, he or she recognizes the need for preventative action in advance and takes the necessary precautions to prevent the accident. As a **DEFENSIVE DRIVER**, he or she knows when it is necessary to slow down, stop or yield his or her right-of-way to avoid an accident.”

(C) Format for the Accident Review Board’s findings.

City of Opa-Locka

ACCIDENT REVIEW BOARD FINDINGS

Date: _____

Re: Case Number _____

Department _____

Date of Accident _____

Name of Employee Involved _____

After careful analysis of the information, documents and other materials submitted to this Board, the Board has concluded the following findings,

The incident in question was,

A. Preventable _____

Non-Preventable _____

B. At fault _____

Partially at Fault _____

Not at Fault _____

on the part of the employee.

A preventable accident is defined by the National Safety Council as any accident involving an employee and/or vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the employee in question failed to exercise every possible precaution to prevent the accident.

A final vote by the Accident Review Board determined the above decision.

Chairman, Accident Review Board

Date

5.2.5 Pension Fund

All defined-benefit retirement plans (General, Police, and Firefighters) will be financed in a manner that systematically funds liabilities of the pension obligation per fund as determined by an annual independent actuarial valuation report.

5.3 Capital Reserves

The City shall maintain working capital sufficient to provide for reserves for emergencies and revenue shortfalls. Working capital reserves will be established and maintained as follows:

5.3.1 General Fund

5.3.1.1 Computer Replacement Program

The City may transfer up to 10% of the General Fund revenue in excess of expenditures, determined annually from the financial operating statements prepared by the Budget Division, into the Computer Replacement Program or any other program for the purpose of creating a perpetual funding method for replacing the City's computer related equipment. A ten-year funding projection is prepared annually to estimate future funding requirements.

5.3.1.2 Facilities Reserve Program

The City may transfer up to 15% of the General Fund revenue in excess of expenditures, determined annually from the financial operating statement prepared by the Budget

Division, into the Facilities Reserve Program for the purpose of funding significant repairs and maintenance of City facilities.

5.3.1.3 Parks Replacement Program

The City may transfer up to 15% of the General Fund revenue in excess of expenditures, determined annually from the financial operating statement prepared by the Budget Division, into the Parks Replacement Program for the purpose of funding replacement of significant park facilities.

5.3.1.4 Capital Projects Fund

The City shall establish a capital reserve balance in the Capital Projects Fund for unanticipated expenses for the maintenance of buildings and replacement of related equipment of 0.5% of the total annual General Fund expenditures, less debt service, chargebacks, non-departmental expenditures, and capital expenditures. The purpose of this fund is to pay for new Business Plan initiatives of a capital nature that are adopted midterm, high-profile projects that go over budget, or emergency repairs not included in the annual operating budget or Capital Improvement Program. This fund is maintained at this level from year to year for this purpose.

5.3.1.5 Water and Sewer Fund

The City shall maintain a capital reserve balance inclusive of capital reserves required by bond covenants in the Water and Sewer Fund of the lesser of 2 to 5% of the budgeted annual operation and maintenance expense or prior year's depreciation expense.

5.4 Use of Fund Balance/Working Capital

Fund Balance/Working Capital shall be used only for emergencies, non-recurring expenditures/ expenses, or major capital purchases that cannot be accommodated through current year's savings. Should such use reduce balances below the level established as the minimum for that fund, the request/decision to utilize said balances will include a plan to replenish funds to the minimum level in subsequent fiscal year(s).

5.4.1 Interfund Loans

At this time, the City does not practice Interfund borrowing.

5.5 Use of Surplus

It is the intent of the City to use all surpluses generated to accomplish four goals: meeting reserve policies, avoidance of future debt, funding one-time capital and reduction of outstanding debt.

5.5.1 General Fund

Any surpluses realized in the General Fund at year-end may be used first to meet policies set forth in the Working Capital and Capital Reserves sections. Excess surplus may then be used for the following purposes:

- Funding for Replacement Programs
- Retirement or Refinancing of Existing Debt
- Funding Capital Improvement Program Projects

5.5.2 Water and Sewer Fund

Water and Sewer Fund surpluses shall be first used to fund minimum reserve requirements as identified in the Working Capital and Capital Reserves section, with excess surpluses used to fund capital projects and economic development projects as follows:

- Capital Improvement Program (CIP) Projects. Excess surpluses may be used to pay cash for CIP items to avoid future debt service or may be used to pay down existing debt. Inclusive of renewal and replacement projects.
- Business Development Reserve. A reserve for economic development incentives, projects, and programs may be established to provide funding for future community redevelopment and business development.

5.5.3 Other Funds

Any surpluses in pledged funds will be held in the fund generating the surplus to first contribute to meeting the reserve policies in Working Capital and Capital Reserves sections.

5.6 Debt Service Funds

The City shall maintain the debt service fund balance reserve as required by bond ordinances.

Section 6: Capital Expenditures and Improvements

Objective: The City will review and monitor the state of the City’s capital equipment and infrastructure annually, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

6.1 Capitalization Threshold for Tangible Assets

A capital asset is any tangible property owned by the City that is worth \$5,000 or more and has an expected useful life of two years or more. Capital assets include land, land improvements, buildings, infrastructure, and equipment. Once purchased or acquired, all capital items are maintained in the financial records and Capital Replacement Program, if applicable, until disposed.

6.1.1 Attractive Items

“Attractive Items” means tangible personal property used in operations that has a cost less than the City’s established capitalization threshold and that requires special attention to ensure legal compliance, protect public safety, and avoid potential liability, or to compensate for a heightened risk of theft.

Attractive assets possess a total value less than \$5,000. An annual inventory of these assets will be performed by the individual departments and provided to the Department of Financial Services or IT Department, as applicable.

Examples of small and attractive assets include but are not limited to:

- Computer equipment such as desktop computers, laptops, notebooks, tablets, printers, and scanners,
- Firearms, radar guns, tasers, and related accessories,
- Handheld radios,
- Small equipment such as lawnmowers, pressure washers, generators, trailers,
- Cameras, photographic projectors, drones, and other media equipment.

6.2 Five-Year Capital Improvement Plan (CIP)

The City shall annually prepare a five-year capital improvement plan based on the needs for capital improvements and equipment, the status of the City's infrastructure, replacement and renovation needs, and potential new projects in coordination of the development of the Strategic Plan, Business Plan, and Operating Budget, as well as ensuring compliance with the Comprehensive Plan's Capital Improvement element. Future operating expenditures and revenues associated with new capital improvement will be projected and included in operating budget Five-Year Forecasts.

Capital projects are improvements or additions to the City's physical facilities and become part of the City's asset inventory. Capital projects can be further categorized into land, buildings, improvements other than buildings, and infrastructure, which includes roads, sidewalks, bridges, utility lines, etc. Capital costs typically consist of preliminary design, final design, and construction, and may involve the acquisition of land or easements. For every project identified in the plan, a project scope and project justification will be provided. Also, project costs shall be estimated, funding sources identified, and annual operation and maintenance costs computed.

Staff will identify the estimated costs and funding sources for each capital project proposal before it is submitted to the City Commission for approval. The City will determine and use the most prudent financial methods for acquisition of new capital equipment and projects, based on its financial resources and market conditions at the time of acquisition.

All capital projects submitted for approval must be justified in terms of how the project supports the achievement of the City's strategic priorities and intended outcomes. Projects are prioritized and approved based on the relevance of the project to the City's Strategic Plan and the impact on the end customer.

The Five-Year Capital Improvement Plan shall be filed and year one funding approved with the annual budget. Years two through five are for planning purposes only, and may move up, back, or be phased as the project becomes more refined based on preliminary engineering and design work gets completed.

The Five-Year CIP shall be limited to the affordability limits identified in the long-range financial plans of the City taking into consideration pay-as-you-go funding capacity, operating costs, etc. Affordability shall be determined by the revenue assumptions used to build the five-year forecast.

Projects that cannot be funded in the Five-Year CIP using the affordability assumptions will be included in the CIP for future reference as an appendix of unfunded projects and considered for future funding or a bond referendum.

6.3 Replacement of Capital Assets on a Regular Schedule

The City shall annually prepare a schedule for the replacement of its fleet, high value technology and high value parks capital assets. Funding for the replacement of these assets will be accomplished through the use of an annual depreciation structure charged to each participating fund at 100% of annual depreciation based on lifecycle or useful life of the asset. Within the resources available each fiscal year, the City shall replace these assets according to the Fleet, Computer, and Parks Replacement Policies.

Capital Replacement Programs—the City shall establish equipment replacement and maintenance needs for at least a five-year period and will update this projection each year. From this projection a maintenance and replacement schedule shall be developed and implemented. Funding for these programs will be made through funded chargebacks to user departments and held in sinking funds created for the purpose of paying for future replacements. Additional funding may be obtained through year-end surpluses as identified in “Use of Surplus”.

The following replacement programs have been established:

- Five-Year Fleet Replacement Program
- Five-Year Computer Replacement Program
- Five & Ten-Year Parks Replacement Program

6.4 Capital Project Management

- All projects will be considered active once the fiscal year has begun with an appropriately adopted Capital Improvement Program budget in place. Projects will be initiated by the responsible department, which shall follow appropriate procurement policies and procedures.

Projects funded with bonds, loans, or short-term notes will continue until the project is finished and closed on the general ledger.

Projects funded by cash will expire at year-end, with no funding rolled forward unless approved by the Budget Administrator.

Projects finished under budget will be closed and excess funds will be placed in fund balance for unrestricted use.

Unrestricted, excess funds shall be used to fund future capital projects, new Business Plan initiatives adopted midterm, over-budget projects, or to refund financial instruments.

Projects that will exceed budget must have a revised budget and a request for additional funding submitted to the Budget Administrator at the earliest possible time. After identifying additional funding, the Budget Administrator will prepare an amendment and submit it to the City Manager for review. Additional funding may be identified through savings in other capital projects after being reviewed by the City Manager and approved through Commission action. While the City is under State oversight, all budget amendments will not be deemed as adopted until approved by the State Oversight Board.

6.5 Physical Inventory

An annual inventory of equipment will be conducted to ensure that the replacement, maintenance, and Capital Improvement Program projections are accurate, and that sufficient internal control over capital items is exercised.

Section 7: Debt

Objective: The City will establish guidelines for debt financing that will provide needed facilities, land, capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

7.1 Use of Debt Financing

Debt financing, to include general obligation bonds, revenue bonds, lease/purchase agreements, and other obligations permitted to be issued or incurred under Florida law, shall only be used to purchase capital assets that cannot be prudently acquired from either current revenues or fund balance/working capital and to fund improvements and additions. Debt financing is utilized to spread payments for assets and infrastructure over their useful lives. Debt will not be used to fund operating expenditures.

The City will pay cash, when possible, for capital improvements within the financial affordability of each fund versus issuing debt when funding capital expenditures and capital improvements. Projects that are rehabilitative in nature shall be earmarked for funding from cash instead of debt when possible. (This is not intended to include reconstruction projects

that significantly extend the useful life of an asset.) Cash sources include, but are not limited to general fund one-time revenues, water and sewer system revenues and developer fees, and state and federal grants.

7.2 Bond Ratings

In evaluating the issuance of additional debt to finance projects, the City shall take into account the statements of the rating agencies in regard to the City's financial condition.

Ratings reflect the assessment of the following factors, and these must be evaluated to determine the impact of potential bond issues:

- Local economic activity
- Strong financial policies
- Budgetary performance
- Total liquidity and reserve balances
- Debt and contingent liability- evaluation of debt carrying costs as a percentage of expenditures
- Impact of future debt issuance on bond ratings/debt profile and outlook

7.3 Affordability

The City shall use an objective analytical approach to determine whether it can afford to issue new general-purpose debt. This process shall compare City accepted standards of affordability to the current values for the City. These standards may include debt per capita, debt as a percentage of taxable value, taxable value per capita, and tax rate. The process shall also examine the direct costs and benefits of the proposed expenditures. In addition, the analysis will evaluate the capacity within the General Fund to take on the operating expenditures associated with the completion of the proposed capital improvements.

7.4 Debt Service Coverage

Annually, within the AFR, the Director of Finance will disclose the City's debt service coverage. This ensures awareness of the City's current debt level and its ability to repay.

Under Florida law, municipalities have a debt limit of 15% of the total assessed valuation of taxable property within their boundaries for general obligation bonds, according to Florida Statute 129.01.

In the event that a project may require debt, an affordability analysis will be done on a project-by-project basis.

7.5 General Obligation Bonds (GO's)

General Obligation bonds require voter approval. When the list of unfunded projects contains projects that the City Commission wishes to fund but cannot afford, then the City will consider taking a GO Bond Proposition(s) to the voters.

1. General Obligation bond proposals would include an analysis showing how the new debt combined with the current debt impacts the City's tax rate and debt capacity.
2. General Obligation bonds must be issued to accomplish projects identified in the bond referendum and associated material.
3. General Obligation bonds must be issued for projects that are consistent with the wording in the bond propositions.

7.6 Debt Structures

The City shall normally issue bonds with a life not to exceed 25 years for general obligation bonds and 25 years for revenue bonds, but in no case longer than the useful life of the asset.

7.7 Debt Refunding

The City's financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the net present value savings of a particular refunding should exceed 3.0% of the refunded maturities unless (1) a debt restructuring is necessary or (2) bond covenant revisions are necessary to facilitate the ability to provide services or to issue additional debt.

7.8 Interest Earnings and Remaining Bond Proceeds

Interest earnings on bond proceeds will be limited to funding changes to the bond financed Capital Improvement Plan in compliance with the voted propositions, cost overruns on bond projects, or be applied to debt service payments on the bonds issued. Issued but unspent bond proceeds may be appropriated for projects consistent with the ballot language after completion of projects identified in the approved bond propositions.

7.9 Sale Process

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated sale. The City will utilize a negotiated process when the issue is,

or contains, a refinancing that is dependent on market/interest rate timing. The City shall award the bonds based on a true interest cost (TIC) basis. However, the City may award bonds based on a net interest cost (NIC) basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid. Based on the fact that market conditions and the City's needs change regularly, sales process parameters will be disclosed to and approved by the City Commission.

7.10 Underwriting Syndicates

In response to the MSRB Rule G-17, which recognizes that the motivations of an underwriter may not be consistent with the best interest of the City, the City shall refer underwriters to its Municipal Advisor to review potential refunding opportunities. The City's municipal advisor is prohibited from underwriting the City's bonds while under contract with the City for municipal advisory services, and for a period of one year after termination of the municipal advisory contract.

The City will consider past participation and results of competitive City of Opa-Locka, FL and component unit bond sales when engaging one or more firms to underwrite a negotiated bond transaction.

7.11 Rating Agency Presentations

Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. City staff, with the assistance of financial advisors, shall prepare the necessary materials and presentation for the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Standard & Poor's and Fitch Ratings Inc., as recommended by the City's municipal advisor.

7.12 Bond Ratings

The City will prudently manage the General and Enterprise Funds and attempt to issue and structure debt to help maintain or increase the current bond ratings.

7.13 Lease/Purchase Agreements

The City will use lease/purchase agreements for capital items when it is cost-efficient and provides for more attractive terms than issuance of bonds.

Section 8: Cash Management & Investment Policy

Objective: The City will maintain the City's cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the City, and to achieve the highest possible yield in compliance section 218.14 of Florida Statutes and the City's Investment Policy, as adopted by the City Commission.

8.1 Investment Policy

All aspects of cash/investment management shall be designed to ensure safety and integrity of the City's financial assets. Cash/Investment management activities shall be conducted in full compliance with prevailing local, state, and federal regulations. The City shall review its investment policies on a periodic basis. Please reference the City's Investment Policy as adopted by the City Commission.

The City shall design and establish policies relating to a variety of cash/investment management issues, such as authorized investment institutions and dealers, permissible investments, maturity and liquidity requirements, third party custodial agreements, and such other aspects of the program, which necessitate standard setting in pursuit of appropriate prudence and enhanced protection of assets.

8.2 Investment Strategy

The City of Opa-Locka maintains a consolidated portfolio in which it pools its funds for investment purposes. The City's investment program seeks to achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yield commensurate with the preservation of principal and liquidity. Refer to the City's Investment Strategy as adopted by City Commission annually for detail.

8.3 Interest Income

Interest earned from investments shall be distributed to the funds from which the funds were provided.

8.4 Arbitrage Investments and Reporting

The City's investment position as it relates to arbitrage is as follows: Investments in bond

proceeds will be made with safety of principal and liquidity in mind, but with a competitive rate of return. Investment of bond proceeds will be clearly tracked and investment earnings recorded for arbitrage purposes.

8.5 Depository Bank

The City of Opa-Locka will select its official bank depository through a formal bidding process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available. Only officials authorized by the City Commission through the depository contract may open accounts in the name of the City or its component units.

All checks shall have two signatures. Three people shall be authorized to sign checks: the City Manager, the City Clerk, and the Director of Finance. Electronic signatures shall be affixed to all City checks and are made with a secure laser check printing system.

8.6 Collateralization of Deposits

Florida Statutes, Chapter 280, Florida Security for Public Deposits Act (the “Act”) prescribes the deposit authority of the City. Deposits whose value exceeds the limits of federal depository insurance are entirely insured or collateralized pursuant to Florida Statutes, Chapter 280. Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral of the depository to be held subject to his or her order. The Treasurer, by rule, shall establish minimum required collateral pledging levels. The pledging level may range from 25% to 200% of the average monthly balance of public deposits depending upon the depository’s financial condition and establishment period. All collateral must be deposited with an approved financial institution. The Public Deposit Security Trust Funds have a procedure to allocate and recover losses in the event of default or insolvency. City policy conforms to state statute.

Section 9: Grants & Donations

Objective: The City will seek, apply for, and effectively administer federal, state, and local grants, which support the City's current priorities and policy objectives. On occasion, items, real property, and/or funding have been donated to the city, and the city would like to establish proper procedure for the acceptance of donations.

9.1 Authority to Apply for Grant Funding

Only the City Manager or an authorized designee may sign and submit grant applications on behalf of the City of Opa-Locka. City Commission approval is required prior to applying for a grant.

9.2 Coordination of Grant Policy and Grant Operations

The City of Opa-Locka must be able to track and manage grants at all stages of the grants process from funding research through project closeout. To accomplish this policy requirement, a central point of contact is hereby established within the Budget Division. The City's Grant Administrator will serve as the central point of contact and will oversee, monitor, and manage all grants applied for and awarded to the City.

9.3 Acceptance of Grants

All approved grants must be accepted by resolution that simultaneously accept the grant and appropriate the funding via ordinance. Prompt acceptance of grant awards either by regular or emergency adoption (ratification) is essential in order to expedite the execution of awarded grants by the City Manager or an authorized designee.

9.4 Internal Audit of Approved Grants

All grants awarded to the City of Opa-Locka are subject to the possibility of a compliance audit in accordance with the most currently approved audit plan of the Financial Department. The City Manager may request a special internal audit of any grant awarded to the City of Opa-Locka.

At the end of each fiscal year, the City's Grant Administrator will be responsible for preparing a Schedule of Expenditures of Federal Award (SEFA) to document grant funds, so the auditors can review. If grant expenditures meet or exceeds the \$750,000 threshold, a single/separate audit will be required.

9.5 Donations

The City Commission would like to provide authorization to the City Manager with respect to the acceptance of certain donations.

9.5.1 Real Property and Donations up to and including \$25,000.00.

The City Manager is hereby authorized to accept all donations valued up to and including

\$25,000.00 upon determining that there is no conflict of interest with accepting said donation and upon determining that acceptance of said donation is not in contravention of any law.

All donations must be approved by the City Commission.

9.5.2 Program donations.

The City Manager shall have the authority to accept donations valued up to \$25,000.00, so long as the donation is a part of a program intended to be supported by sponsorship donations and that was previously approved by the City Commission.

For the purposes of transparency, all program donations above \$25, 000.00 will need to be approved by the City Commission.

Section 10: Performance Management

Objective: The City shall create a Strategic Plan that identifies the strategic goals with corresponding key performance indicators (KPI) to help monitor and achieve the strategic goals.

10.1 Establishing Performance Requirements

Annually, each department, along with the Budget Division, shall develop and review existing departmental performance measures that directly support the successful achievement of strategic goals. The KPIs and targets shall measure and track the performance of core processes of the department and should reflect customer needs. The KPIs shall measure performance from one of the following “perspectives” (Measure Types): Impact, Demand, Efficiency, and/or Effectiveness.

- Impact: Measures the resources being used by a department and/or the impact on the community. (Example: The number of calls responded to by staff and the cost associated with responding to those calls and/or the benefit of having a place for the resident to call)
- Demand: Measures the need for a specific service or program. (Example: The total number of incoming calls)

- Efficiency: Measures cost efficiency. (Example: Responding to all incoming calls while looking to reduce cost)
- Effectiveness: Measures how well an objective is achieved. (Example: The ability to effectively answer all inquiries and respond to all incoming calls)

Department directors along with the Budget Division shall establish performance measures for each division or program within their department to monitor and project program performance. These measures must be linked to the strategic goal(s) they support.

Supervisors shall negotiate fair and aggressive performance measures for each employee that directly support program objectives and departmental KPIs as part of the annual performance review process.

KPIs should have sufficiently aggressive “stretch” targets to ensure continuous improvement.

10.2 Establishing Data Tracking and Reporting Requirements

The Budget Division shall establish reporting frequency and “child measure” data to be tracked within each KPI (Parent Measure). The reporting frequency and child measure data must allow for detailed trend analysis and reporting.

KPIs that track the performance of department and/or division core processes shall be monitored and reported using the most frequent “reporting frequency” available and shall continue to be monitored while the core process is performed by the department and/or division.

Underperforming KPIs shall be monitored and reported using the most frequent “reporting frequency” available. Underperforming KPIs that monitor the performance of a core process(s) shall continue to be monitored while the core process(s) is performed by the department and/or division. Underperforming KPIs that do not monitor a core process(s) must achieve target for a minimum of one fiscal year before being removed from the Performance Management Report.

10.3 Reporting Performance

While under State oversight, monthly budget reports are required to be submitted to the State. On the 10th-12th of every month, the City submits a Budget report with dates from the current FY start up to the previous month. The report must be provided to the State, City Manager, and Commission. Based on the information, there may be a requirement for budget amendments.

Quarterly summaries of progress and departmental key performance indicators will be reported.

A “State of the City” report shall summarize the operational and financial performance of the City each fiscal year.

10.4 Decision Making and Analysis

The City’s strategic/business planning and budgeting decisions are based on a number of advanced statistical, economic, and financial models. The specific tools used include but are not limited to:

- Citizen Surveys—Based on sound statistical sampling methods, a survey of residents and business owners will be conducted to gather widespread customer satisfaction, quality perceptions, and other attitudinal information.
- Citizen Focus Groups and Advisory Boards—Focus groups and advisory boards (such as Financial Advisory Committee) are teams made up of citizens and City staff to address specific concerns and strategic priorities. More than two dozen such committees currently exist.
- Master Planning—Specific functions and processes are included in written plans, such as the Utilities Master Plan or the Comprehensive Land Use Plan.
- SWOC Analysis - Strengths, Weaknesses, Opportunities, and Challenges are gathered from staff, Advisory Committee members, and other members of the community.
- Process Improvements—The Service Improvement Process, a ten-step model established by the City to guide cross-functional teams through improvement cycles.
- Revenue Forecasting Model—Statistical time series analysis and tracking model of major revenue sources.
- Performance Management System—Quarterly performance evaluations.
- Capital Budgeting Tools—Present value payback, net present value analysis, and own/lease analysis.
- Five-Year Financial Plan—Multiyear forecasting of revenues and expenditures.
- Ten-Year Fleet Replacement Plan—Equipment replacement model covering useful life of all vehicle classes.

Compliance

Non-compliance with financial policies may result in disciplinary actions, including termination or legal consequences.

Acknowledgment By signing below, I acknowledge that I have reviewed and understood the City of Opa-locka Financial Policies.

Name: _____

Title: _____

Date: _____

Sponsored By: Interim City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF KEITH AND ASSOCIATES, INC. FOR DRAINAGE AND ROADWAY ENGINEERING SERVICES FOR THE AREA WITHIN THE CITY KNOWN AS NILE GARDENS (NW 132ND STREET FROM NW 27TH AVE TO NW 30TH AVE); AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR SAME, IN AN AMOUNT OF TWO HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED EIGHTY DOLLARS (\$219,780.00), WITH AN ADDITIONAL CONTINGENCY BUDGET OF TWENTY-ONE THOUSAND, NINE HUNDRED SEVENTY-EIGHT DOLLARS (\$21,978.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is experiencing repetitive substantial flooding on NW 132nd Street from NW 27th Avenue to NW 30th Avenue, and along NW 28th Avenue from NW 132nd Street to NW 29th Avenue, and NW 30th Avenue from NW 129th Street to NW 132nd Street, within the City. This section of the City is a mixture of single-family residential, multi-family residential, educational, commercial, and industrial; and

WHEREAS, on January 22, 2025, the City of Opa-Locka ("City") accepted bid proposals in response to RFQ No. 24- 1028200 and authorized the Interim City Manager to enter into multiple agreements for architectural and engineering consulting services; and

WHEREAS, the City desires to obtain services for Drainage and Roadway Engineering Services for the area known as Niles Gardens (NW 132nd Street from NW 27th Avenue to NW 30th Avenue), within the City; and

WHEREAS, City records reveal that Keith and Associates, Inc. ("Consultant") was one of the firms selected to be part of the City's library of Engineering and Architectural Consultants to perform professional services for specific projects for the City on an as-needed basis; and

WHEREAS, the City is requesting design and construction administration services to support the removal and replacement of the existing drainage network within these boundaries. The City intends to procure the construction in two phases with an overall estimated construction budget of \$3.5 million in Fiscal Year 2025 -2026 and Fiscal Year 2026 - 2027; and

WHEREAS, City Administration is seeking approval to enter into an agreement with Keith and Associates, Inc., attached hereto as Exhibit "A," to provide the design and administration services for mitigation of the flooding in the area designated as Nile Gardens (the "Project"); and

WHEREAS, the Project will include topographic survey and utility designation, engineering services, permitting, assistance, and construction administration and certifications; and

WHEREAS, the Consultant provided a proposal of Two Hundred Nineteen Thousand, Seven Hundred Eighty Dollars (\$219,780.00) for the Project design phase. The Interim City Manager suggests an additional ten percent (10%) contingency budget of Twenty-One Thousand, Nine Hundred Seventy-Eight Dollars (\$21,978.00) for unforeseen circumstances, for a total amount of Two Hundred Forty-One Thousand, Seven Hundred Fifty-Eight Dollars (\$241,758.00); and

WHEREAS, the City Commission finds that acceptance of Keith and Associates, Inc.'s proposal for Drainage and Roadway Engineering Services for the area known as Niles Gardens (NW 132nd Street from NW 27th Avenue to NW 30th Avenue), within the City and entering into an agreement, attached hereto as Exhibit "A", with Consultant for same, in an amount of Two Hundred Nineteen Thousand, Seven Hundred Eighty Dollars (\$219,780.00), with an additional contingency budget of Twenty-One Thousand, Nine Hundred Seventy-Eight Dollars (\$21,978.00), is in the best interest of the City of Opa-Locka and its residents.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. ACCEPTANCE OF PROPOSAL AND AUTHORIZATION OF CITY MANAGER

The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Keith and Associates, Inc. for Drainage and Roadway Engineering Services for the area known as Niles Gardens (NW 132nd Street from NW 27th Avenue to NW 30th Avenue), within the City, and authorizes the Interim City Manager to enter into an agreement, attached hereto as Exhibit "A", with Consultant for same, in an amount of Two Hundred Nineteen Thousand, Seven Hundred Eighty Dollars (\$219,780.00), with an additional contingency budget of Twenty-One Thousand, Nine Hundred Seventy-Eight Dollars (\$21,978.00).

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 of this Resolution may be authorized by the Interim City Manager, following review and approval 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

Division Manager:	Adelina Gross		Division Manager Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	06.11.2025		Item Type: (Enter X in box)	Resolution X	Ordinance
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
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	1st Reading 	
				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:	Capital Improvement	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR THE DRAINAGE AND ROADWAY ENGINEERING SERVICES FOR THE AREA KNOWN AS NILE GARDENS (NW 132nd ST FROM NW 27th AVE TO NW 30th AVE.).

Staff Summary:

The city is experiencing repetitive substantial flooding on NW 132nd Street from NW 27th Avenue to NW 30th Avenue, and along NW 28th Avenue from NW 132nd Street to NW 29th Avenue, and NW 30th Avenue from NW 129th Street to NW 132nd Street. This section of the city is a mixture of single-family residential, multi-family residential, educational, commercial, and industrial.

The city is requesting design and construction administration services to support the removal and replacement of the existing drainage network within these boundaries. The city intends to procure the construction in two phases with an overall estimated construction budget of \$3.5 million in FY 26 and FY 27.

Requested Consultant Services

- **Topographic Survey and Utility Designation**
- **Civil Engineering Services**
 - Paving, Grading, and Drainage Plans
 - Pavement Marking and Signing Plans
 - Erosion Control Plans
 - Demolition Plan
 - Engineering Permitting
- **Bidding Assistance**
- **Construction Administration Services for Phases 1 and 2**

City Administration is seeking approval to enter into an agreement with Keith and Associates, Inc. to provide the design and administration services for mitigation of the flooding in the area designated as Nile Gardens (The Project).

The project will include topographic survey and utility designation, engineering services, permitting, assistance, and construction administration and certifications.

Financial Impact- The Nile Gardens Drainage and Roadway Project (Design Phase) has an estimated amount of \$241,758.00, including a 10% contingency of \$21,978.00. This project will be funded through Account# 87-538653 in Budget Amendment #2 with funding to come from the available Stormwater Operating Fund Available Fund Balance.

Proposed Action:

Staff recommend that the City Commission authorize the Interim City Manager to enter into an agreement with Keith and Associates, Inc., for the Nile Gardens drainage and roadway project.

Attachment:

- Keith and Associates, Inc. Proposal
- Map of Project Area
- Specific Project Contract

WORK AUTHORIZATION PURSUANT TO THE
CONTINUING SERVICES AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES BETWEEN
THE CITY OF OPA-LOCKA
AND KEITH AND ASSOCIATES, INC. (KEITH)

May 19, 2025

WORK AUTHORIZATION NO. #01

PROJECT NO. (CITY) 14376.01 (KEITH)

TITLE: NW 132nd Street Drainage

This work authorization is pursuant to the Continuing Services Agreement for Professional Consulting Services between the City of Opa-Locka and KEITH, RFQ No. 24-1028200.

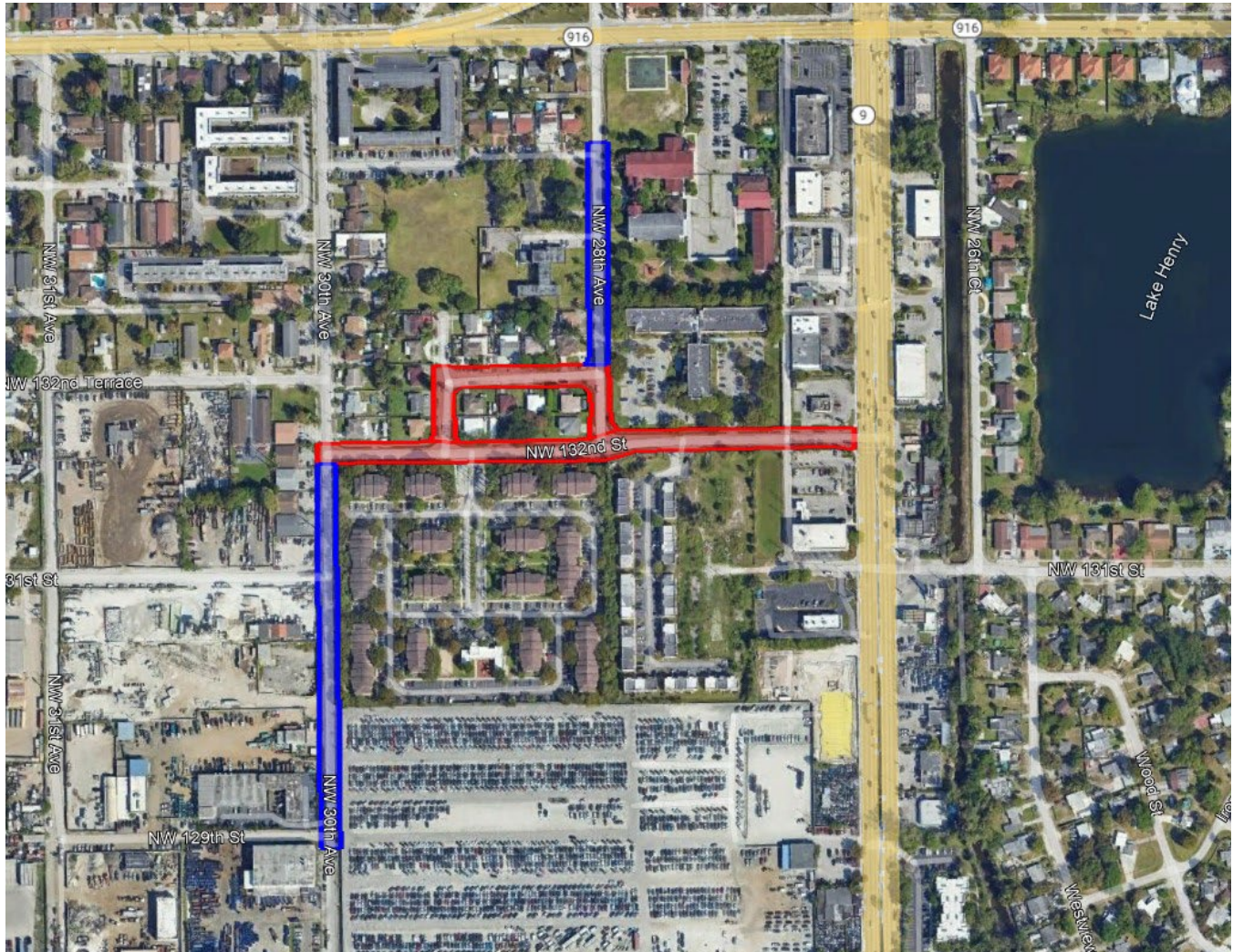
PROJECT

The City of Opa-Locka (CITY) is experiencing repetitive nuisance flooding on NW 132nd Street from NW 27th Avenue to NW 30th Avenue, and also along NW 28th Avenue from NW 132 Street to NW 29th Avenue, and NW 30th Avenue from NW 132nd Street to NW 129th Steet. This section of the CITY is a mixture of single-family residential, multi-family residential, educational, commercial, and industrial. KEITH understands this area has an existing, closed drainage system with sections of exfiltration trench. KEITH spoke with the CITY's Capital Improvements Division and understands the existing drainage network was recently televised and cleaned, but obstructions still remain in the drainage network. This information is consistent with the existing survey provided by the CITY which indicated several drainage structures were full of debris and invert elevations could not be determined.

The CITY is requesting design and construction administration services to support the removal and replacement of the existing drainage network within these boundaries. The CITY intends to procure the construction in two phases with an overall estimated construction budget of \$2.5 million. The first phase will be funded in the CITY's Fiscal Year 25/26 budget with approximately \$1.5 million and is approximately 2000 linear feet of roadway. The second phase is approximately 1500 linear feet of roadway and will be funded in future years. These construction phases are shown on the following page and phase 1 is in red.

Pipe sizing will be confirmed with modeling software to ensure the recommended pipe sizes are correct. Survey and Utility Locates will also be done. Services provided by the KEITH team will include surveying, utility locates, geotechnical engineering services (by others), engineering design, permitting and bidding services.

Project Map



City's Responsibility

The CITY will assist KEITH with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who will have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for KEITH to enter upon public lands as required at no additional cost to perform surveys, observations, or other necessary services under this Agreement.
- C. Assist in obtaining required approvals, permits, or consents from governmental or regulatory bodies or others necessary for the completion of the work, with KEITH being primarily responsible for preparation of permit applications and supporting documentation.
- D. Make available to KEITH all of its existing information which may in any way be pertinent to the project.
- E. Attend meetings with regulatory agencies.
- F. Review contract documents and provide comments in a timely manner.

SCOPE OF SERVICES

SURVEY SERVICES

Task 101 Topographic Survey and Utility Designation

KEITH will prepare a Topographic Survey of the site. Survey will show the boundary lines together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with the pipe invert elevation, diameter, material, and direction. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade.

KEITH will horizontally mark and map known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CITY). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. Utility designation will be limited to the areas of the proposed exfiltration trench installation.

CIVIL ENGINEERING SERVICES

Task 401 Engineering Services

Paving, Grading, and Drainage Plans

KEITH will prepare on-site paving, grading, and drainage construction plans, to support the proposed development, that meet the requirements of the jurisdictional regulatory agencies. Calculations, based on a 25-year 1-day storm, will be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. It is anticipated that the proposed drainage system will consist of a series of catch basins, pipes, swales, and/or dry retention areas. Exfiltration trenches will be proposed for water quality treatment. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to the CITY as additional services under a contract addendum if required.

Pavement Marking and Signing Plans

KEITH will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Erosion Control Plans

KEITH will prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) will include standard details and notes to meet the requirements of the regulatory agencies.



Demolition Plan

KEITH will prepare Demolition Plans incorporating the removal of the existing improvements in conflict with the proposed facilities. This plan will include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Engineering Permitting

KEITH will attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Paving, Grading, and Drainage System

- Miami Dade Regulatory and Economic Resources (DERM) – Stormwater.
- City Engineering Division.

Pavement Markings and Signage

- County Traffic Engineering Division.
- City Engineering.

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CITY as additional services under a contract addendum if required.

Bidding Assistance

KEITH will prepare and submit Bidding documents to the CITY for the solicitation of a contractor to install the proposed improvements. KEITH will attend the required pre-bidding meetings with proposers having interest over the facilities designed by KEITH. KEITH will assist the CITY with the contractor selection process.

Deliverables

1. Construction Documents (60% and Final Construction Documents) for the above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)
3. Pipe Sizing / Drainage Calculations as required.
4. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend required meetings and coordination. It is assumed all meetings will be in South Florida.
5. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.
6. Provide Bid information to aid the bidding process for comparable bids.
7. Answer Request for Information if any arise during bidding process
8. Review Bid Proposals and provide selection assistance.



CONSTRUCTION ADMINISTRATION SERVICES

Task 801 (Phase 1) & Task 802 (Phase 2) Construction Observation for Engineering Certification

KEITH will provide construction services to ensure the integrity of the design intent and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take place in the time frame indicated in the "SCHEDULE" for CONSTRUCTION ADMINISTRATION SERVICES below.

Shop Drawing Reviews

KEITH will review required shop drawings, such as samples, product data, plant photos, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH will also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation

KEITH will visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work.

KEITH will coordinate and attend one (1) Pre-construction Meetings. If required by the CITY, KEITH will attend or participate in CITY scheduled coordination and progress meetings or telephone conferences.

The Contractor will coordinate through KEITH the scheduling of testing. KEITH will represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

KEITH will provide additional construction observations at the request of the CITY / Permit agencies due to unforeseen conditions or other circumstances.

Additional construction observation services, Re-tests and failed inspections, will be invoiced on a time and material basis in accordance with KEITH's Professional Fee schedule.

- **Task 801: Phase 1 - Total: 6 months**
 - 1 Month Mobilization, 4 Months Construction, 1 Month Closeout
 - 0-1 Months – Mobilization – Inspector ≈ 6hrs a week
 - 2-5 Months –Construction – Inspector ≈ 20hrs a week
 - 6 Months –Closeout – Inspector ≈ 6hrs a week
 - $(1*4*6)+(4*4*20)+(1*4*6) = 368$ hours
- **Task 802: Phase 2 - Total: 4 months**
 - 1 Month Mobilization, 2 Months Construction, 1 Month Closeout
 - 0-1 Months – Mobilization – Inspector ≈ 6hrs a week
 - 2-3 Months –Construction – Inspector ≈ 20hrs a week
 - 4 Months –Closeout – Inspector ≈ 6hrs a week
 - $(1*4*6)+(2*4*20)+(1*4*6) = 208$ hours

Issue Clarifications

KEITH will issue all instructions and revisions of the CITY to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CITY and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference Calls

KEITH will attend and/or participate in periodic project meetings and conference calls as requested by the CITY. KEITH will review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

As-Builts Review

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the permitted plans twice. Additional reviews due to non-compliant As-builts submitted by the contractor, may impact schedule and will require additional fees. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections

KEITH will participate with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of any defective or deficient items.

KEITH will participate in a final inspection together with CITY and contractor representatives to verify "Punch List" items are complete, and in substantial conformance to the permitted plans.

Additional inspections due to non-compliant Punch List item, may impact schedule and will require additional fees.

Upon satisfactory completion of the final inspection, KEITH will certify the work has been completed in substantial conformance to the permitted plans, subject to any conditions therein expressed.

Final Certifications

KEITH will prepare a final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor.

We anticipate the following items requiring as-built certification:

- Paving, Grading and Drainage System

Additional Services

KEITH will not perform any additional services without the written consent of the CITY. Services performed beyond the Scope of Services described above will be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services will be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.



Schedule

Subsequent to the execution of this Agreement, the KEITH will commence work on the project.

Table 1 Schedule Estimate of Services

TASK	DURATION
Task 101 – Topographic Survey and Utility Designation	2 Months
Task 401 – Engineering Services	8 Months*
Task 801 – Construction Observation for Engineering Certification – Phase 1	6 Months
Task 802 – Construction Observation for Engineering Certification – Phase 2	4 Months

*Note: DERM permitting duration will be validated at the start of the project.

Compensation

KEITH will invoice the CITY for services rendered under this Agreement on a lump sum basis and in accordance with the terms and conditions of the Continuing Services Agreement for Professional Consulting Services executed between the City of Opa-Locka and KEITH.

Budget Estimate of Professional Consulting Services (Exhibit A)

TASK	FEE
Task 101 – Topographic Survey and Utility Designation	\$39,580.00
Task 401 – Engineering Services	\$87,660.00
Task 801 – Construction Observation for Engineering Certification – Phase 1	\$48,080.00
Task 802 – Construction Observation for Engineering Certification – Phase 2	\$28,960.00
Miscellaneous Expenses (Permit Fees)	\$10,000.00
Direct Expenses (Geotechnical services)	\$5,500.00
TOTAL FEE	\$219,780.00

CITY:

CITY OF OPA-LOCKA

CONSULTANT:

KEITH

By: _____

By:  _____

ALEX LAZOWICK

President / CEO

Attachments: KEITH's Professional Fee Schedule and Standard Rates



Our Project/Proposal Number		14376.01	Personnel and Hourly Rates								Task Subtotals
Proposal Date		5/19/2025									
Tasks		Project Manager	Engineering Designer	Engineering Analyst	Inspector	Professional Surveyor	Survey Analyst	Subsurface Utility Engineer	Survey Crew	Utility Designating Crew	
No.	Description	\$230.00	\$165.00	\$135.00	\$135.00	\$200.00	\$135.00	\$200.00	\$200.00	\$225.00	
101	Topographic Survey and Utility Designation	6				15	60	8	60	60	\$ 39,580.00
401	Engineering Services	66	184	312							\$ 87,660.00
801	Construction Observation for Engineering Certification - Phase 1	40			288						\$ 48,080.00
802	Construction Observation for Engineering Certification - Phase 2	32			160						\$ 28,960.00
Personnel Hours		144	184	312	448	15	60	8	60	60	\$ 204,280.00
Personnel Cost		\$ 33,120.00	\$ 30,360.00	\$ 42,120.00	\$ 60,480.00	\$ 3,000.00	\$ 8,100.00	\$ 1,600.00	\$ 12,000.00	\$ 13,500.00	
Personnel Subtotal		\$ 204,280.00									
Miscellaneous Expenses (Permit Fees)		\$ 10,000.00									
Direct Expenses (Geotechnical services)		\$ 5,500.00									
GRAND TOTAL		\$ 219,780.00									

PROFESSIONAL SERVICE FEE SCHEDULE

Management

Project Executive.....	\$350.00
Senior Project Manager	\$280.00
Project Manager	\$230.00
QA/QC Manager.....	\$200.00
Administrative Assistant	\$115.00

Grant Support

Senior Grant Coordinator	\$230.00
Grant Manager	\$200.00
Grant Specialist.....	\$165.00
Grant Analyst.....	\$135.00

Engineering

Senior Engineer.....	\$230.00
Professional Engineer	\$200.00
Engineering Designer.....	\$165.00
Engineering Analyst	\$135.00

Utility Coordination

Senior Utility Coordinator	\$230.00
Utility Coordinator.....	\$200.00
Utility Coordinator Technician	\$165.00
Utility Coordinator Analyst.....	\$135.00

Survey

Senior Surveyor.....	\$230.00
Professional Surveyor	\$200.00
Project Surveyor.....	\$165.00
Survey Analyst	\$135.00

Public Outreach

Senior Public Outreach Coordinator	\$230.00
Public Outreach Manager	\$200.00
Public Outreach Specialist.....	\$165.00
Public Outreach Analyst	\$135.00

Planning

Senior Planner	\$230.00
Professional Planner.....	\$200.00
Planning Technician	\$165.00
Planning Analyst	\$135.00

Landscape Architecture

Senior Landscape Architect.....	\$230.00
Landscape Architect/ Arborist.....	\$200.00
Landscape Designer.....	\$165.00
Landscape Analyst	\$135.00

Construction Services

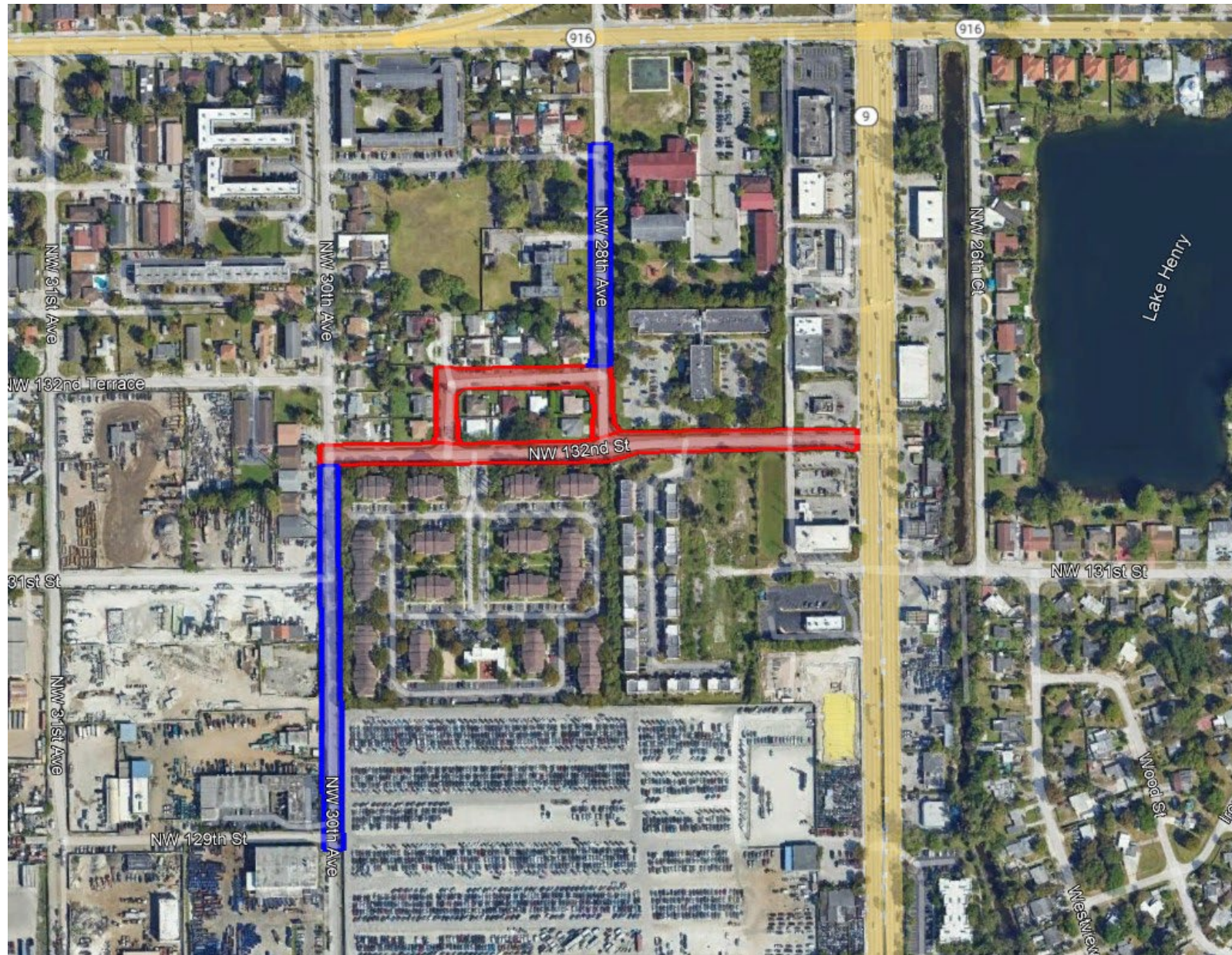
Senior Construction Manager.....	\$230.00
Construction Manager	\$200.00
Senior Inspector.....	\$165.00
Inspector	\$135.00

Subsurface Utility Engineering

Senior Subsurface Utility Engineer	\$230.00
Subsurface Utility Engineer	\$200.00
Subsurface Utility Technician	\$165.00
Subsurface Utility Analyst	\$135.00

Field Crew Rates

Field Crew Supervisor	\$150.00
Survey Crew	\$200.00
Drone/LiDAR Crew	\$225.00
Utility Designating Crew.....	\$225.00
Vacuum Excavations	\$550.00/Ea.



Nile Gardens (NW 132nd Street) Project Area

Sponsored By: Interim City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF PREMIERE DESIGN SOLUTIONS, INC. FOR AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PREMIERE DESIGN SOLUTIONS, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, FIVE HUNDRED FORTY-EIGHT DOLLARS AND SIXTY-SEVEN CENTS (\$94,548.67); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 22, 2025, the City of Opa-Locka ("City") accepted bid proposals in response to RFQ No. 24- 1028200 and authorized the Interim City Manager to enter into multiple agreements for architectural and engineering consulting services; and

WHEREAS, the City desires to obtain services for an Americans with Disabilities (ADA) Compliance Assessment and Transition Plan; and

WHEREAS, City records reveal that Premiere Design Solutions, Inc. ("Consultant") was one of the firms selected to be part of the City's library of Engineering and Architectural Consultants to perform professional services for specific projects for the City on an as-needed basis; and

WHEREAS, Consultant will identify which City buildings, community centers, and/or recreational facilities are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned parking facilities and tenant-occupied City-owned buildings, including but not limited to, common areas throughout such buildings and or facilities; and

WHEREAS, for Phase 1, City Staff has identified the following properties and adjacent areas within the City due to the daily high traffic: 1) 780 Fisherman Street, Opa-locka Government Center; 2) 215 Perviz Avenue, Sherbondy Village; and

WHEREAS, the Consultant will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following: 1) Evaluation process recommendations, 2) Draft Barrier Assessment Surveys for all City Buildings, 3) Draft Access Compliance Assessment Reports for all City Buildings, 4) Final Access Compliance Assessment Reports for all City Buildings, 5) Draft Evaluation Report submitted in hard-copy and electronic formats, 6) Final

Resolution No. 25-

Evaluation Report submitted in hard-copy and electronic formats, 7) Draft ADA Transition Plan submitted in hard-copy and electronic formats, 8) Final ADA Transition Plan submitted in hard-copy and electronic formats; and

WHEREAS, the City Commission finds that acceptance of Premiere Design Solutions, Inc.'s proposal for Americans with Disabilities (ADA) Compliance Assessment and Transition Plan Services and entering into an agreement, attached hereto as Exhibit "A", with Consultant for same, in an amount not to exceed Ninety-Four Thousand, Five Hundred Forty-Eight Dollars and Sixty-Seven Cents (\$94,548.67), is in the best interest of the City of Opa-Locka and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Premiere Design Solutions, Inc. relating to Americans with Disabilities (ADA) Compliance Assessment and Transition Plan Services, and authorizes the Interim City Manager to enter into an agreement, attached hereto as Exhibit "A", with Consultant for same, in an amount not to exceed Ninety-Four Thousand, Five Hundred Forty-Eight Dollars and Sixty-Seven Cents (\$94,548.67).

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

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

PASSED and ADOPTED this _____ day of _____, 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**

Division Manager:	Adelina Gross		Division Manager Signature:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025	Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance	Other		
			X				
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in the box)</i>	Yes	No	Yes
				X		X	
Funding Source: Account#: 44-538638	<i>(Enter Fund & Dept.)</i> CIP-Safe Neighborhood		Advertising Requirement: <i>(Enter X in the box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:	N/A			
	X						
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☒ 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:	Capital Improvements Program			

Short Title:

A RESOLUTION FROM THE CITY COMMISSION OF THE CITY OF OPA-LOCKA ACCEPTING THE PROPOSAL FROM PREMIERE DESIGN SOLUTIONS INC. FOR AN ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN FOR ALL CITY-OWNED/RENTED FACILITIES.

Staff Summary:

The Consultant will identify which City buildings, community centers, and/or recreational facilities are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This

includes City-owned parking facilities and tenant-occupied City-owned buildings, including but not limited to, common areas throughout such buildings and or facilities.

For Phase 1, City Staff has identified the following properties and adjacent areas due to the daily high traffic:

1. 780 Fisherman Street, Opa-locka Government Center
2. 215 Perviz Avenue, Sherbondy Village

The firm will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

1. Evaluation process recommendations.
2. Draft Barrier Assessment Surveys for all City Buildings.
3. Draft Access Compliance Assessment Reports for all City Buildings.
4. Final Access Compliance Assessment Reports for all City Buildings.
5. Draft Evaluation Report submitted in hard-copy and electronic formats.
6. Final Evaluation Report submitted in hard-copy and electronic formats.
7. Draft ADA Transition Plan submitted in hard-copy and electronic formats.
8. Final ADA Transition Plan submitted in hard-copy and electronic formats.

Financial Impact:				
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Account	Description	Available	Project	Remaining Balance
44-541858	ADA Assessment	\$80,000	94,548.67	(\$14,548.67)

Budget Amendment #2 will adjust the budget for this project to the project cost.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to enter into an agreement with Premiere Design Solutions INC for Phase 1 of the ADA Assessment and Transition Plan.

Attachment(s):

1. Agenda
2. Proposal provided by Premiere Design Solutions Inc
3. Phase 1 Identified Facilities Map
4. Specific Project Contract

**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND
M.C.HARRY & ASSOCIATES INC.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida municipal corporation with its principal offices located at 780 Fisherman St, Opa-Locka, Florida 33054 (the "City"), and M.C.Harry & Associates Inc., a Florida profit corporation, (the "Consultant"), with its principal offices located at 11606 City Hall Promenade Suite 200, Miramar, FL 33025.

WITNESSED:

WHEREAS, on 01/22/2025, by the adoption of Resolution No. 25-008, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Engineering Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant responded to the City's Request for Letter of Interest ADA Assessment City Owned and Rented Facilities Phase 1 ("RLOI"), and has been chosen by the City to provide Engineering and Architectural Services (the "Services") for ADA Assessment Phase I City of Opa-locka Owned and Rented Facilities (the "Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

12 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment “A”**;

13 The Continuing Services Agreement dated 04/08/2025, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

14 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

15 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of Four Thousand Eight-Hundred and Ninety-Five Dollars and Twenty Cents (\$4,895.20) specified in the Scope of Services request accepted by the City.

5. Payments

51 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

52 : The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

The Continuing Services Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees:

91 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

92 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Premiere Design Solutions, Inc.
Luis J. Jurado, P.E., President
116006 City Hall Promenade Ste. 200
Miramar FL, 33025

Telephone: _____
Facsimile: _____

FOR CITY:

CITY OF OPA-LOCKA
Sha'mecca Lawson,
Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054
Telephone: 305-953-2868

With Copy to:

BURNADETTE NORRIS-WEEKS, P.A.
City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. Severability: Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions:

161 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

162 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

163 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

164 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized- representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

Joanna Flores, City Clerk

By: _____
Sha'mecca Lawson
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Opa-Locka:

City Attorney
Burnadette Norris-Weeks, P.A.

FOR CONSULTANT:

WITNESS:

Premiere Design Solutions, Inc.

By: _____

Print Name: _____

Print Name: _____

Date: _____

Corporate Seal:

May 06, 2025

Ms. Adelina Gross
Capital Improvements Division Manager
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

**RE: American with Disabilities (ADA) Compliance Assessments and Transition Plan at various locations in the city of Opa-locka
PDS Project Number 25210001.2**

Dear Adelina:

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal to the city of Opa-locka (Client), to provide a professional engineering comprehensive ADA compliance assessments of two existing buildings, adjacent accessible path of travel and associated parking lots to determine compliance with the American with Disabilities Act (ADA) and the current version of the Florida Building Code.

The comprehensive assessment will include at minimum an assessment of all ADA components of the buildings shown below, path of travel and associated parking areas. The assessment will be performed from a visual perspective and no intrusive testing will be performed.

The buildings to be evaluated are the following:

Facility Name	Street	City	State
Government Center	780 Fisherman Street	Opa-locka	FL
Sherbondy Village	215 Perviz Avenue	Opa-locka	FL

Scope of Services

In order to meet the Client's need for this project, PDS will complete the following three tasks:

Task 1 – Development, Execution of the Evaluation Report and ADA Transition Plan

This task will include the development of a process, procedures, and forms needed to conduct the Evaluation Report, Barrier Assessment Surveys and Access Compliance Assessment Report of the City's ADA building compliance.

- (i) Review of appropriate reports and meet with City Staff to gain insight into the City's facilities to identify issues that may be discriminatory to people with disabilities. The review will include the evaluation of the current level of facility

- accessibility, including ADA requirements, facility used, transportation, communication, grievance procedures and emergency procedures.
- (ii) Summarize the data and findings in the Evaluation Report and ADA Transition Plan, including Barrier Assessment Surveys and Access Compliance Assessment Forms for the two city buildings.
- (iii) Meet with City Staff in addition to any required site visits and City staff meetings as needed to complete the investigations and document research.

Task 2 – Comprehensive Facility Surveys and Barrier Assessments

This task will include comprehensive facilities and barrier assessments at the two buildings shown above. The ADA assessment will be performed in all common areas throughout each building. The barrier assessment survey will identify physical barriers in each facility that could limit accessibility and will compare each facility to the State building codes and the Federal ADA Accessibility Guidelines (ADAAG). Based on the surveys Access Compliance Assessment Reports (ACARs) will be developed and will include:

- (i) Executive Summary
- (ii) Barrier description and severity rating to measure relative impact to access
- (iii) Digital photographs and documentation of each barrier
- (iv) Reference drawings/maps showing the specific location of the barrier
- (v) Proposed solutions to eliminate the barrier
- (vi) Detailed cost estimates for each solution
- (vii) Priority level for the recommended solution

The task will also include the development of facility diagrams for the two buildings showing interior and exterior areas that will be included in the comprehensive ADA Transition Plan.

Task 3 – Comprehensive ADA and Transition Plan

This task will include the development of a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and City staff guidance. The ADA Transition Plan will include information necessary to comply with Title II of the ADA for the plan, including but not limited to the following:

- (i) Methodology for the evaluation of existing barriers to accessibility and how to remove the barrier.
- (ii) Summary of findings.
- (iii) Recommendations of the remedial measures to correct the deficiencies and a methodology for the prioritization of barrier remediation.
- (iv) Summary of the cost estimates
- (v) Implementation schedule for the remediation coordinated with City Staff
- (vi) Procedures and forms for monitoring implementation
- (vii) Procedures for periodic reviewing and updating the ADA Transition Plan
- (viii) Procedures and forms for performing evaluations of additional barriers

Task 4 – Training of City Staff

This task will include introductory training of the City’s Public Works staff. This training will be an initial training course for staff to familiarize them with the following:

- (i) Applicable government code, statutes and regulations
- (ii) Performing field investigations and inspection
- (iii) Preparation of ADA compliance Assessment Reports
- (iv) Monitoring and updating the ADA self-evaluations and Transition Plan

The above will be coordinated with the City’s Project Manager to determine the city staff identified for a 2-3 hours training session.

The deliverables will consist of a comprehensive ADA Transition Plan, recommendations, cost estimates, associated reports and prioritization of the remediations for the barriers identified as part of task 2. The following list includes, but is not limited to, all deliverables required to complete the project.

- Evaluation process recommendations
- Draft Barrier Assessment Surveys for the two buildings listed above.
- Draft Access Compliance Assessment Reports for the two city buildings
- Final Access Compliance Assessment Reports for the two city buildings
- Draft Evaluation Report submitted in hard copy and electronic formats
- Final Evaluation Report submitted in hard copy and electronic formats
- Draft ADA Transition Plan submitted in hard copy and electronic formats
- Final ADA Transition Plan submitted in hard copy and electronic formats
- Attend up to 3 project coordination meetings with City staff
- Present the ADA Transition Plan to the City Council at a meeting/public workshop.

Proposed Cost of Services

Our proposed fee for this project is as follows:

Engineering and Architectural Services (paid on a Lump Sum Basis)

Task 1

Premiere Design Solutions	\$13,582.49
---------------------------	-------------

Task 2 & 3

Premiere Design Solutions	\$49,066.18
Justin Architects	<u>\$26,400.00</u>
Lump Sum Total	<u>\$89,048.67</u>

Training (Paid on a maximum amount not-to-exceed)

Task 4

Hourly as-needed basis Total	<u>\$5,000.00</u>
	<u>\$5,000.00</u>

Reimbursable (Printing)

\$500.00

Total for this Proposal

\$ 94,548.67

Proposed Time Schedule

Upon receipt of written NTP for this work authorization, PDS can mobilize within 48 hours. Each task will be completed as follows:

Tasks	Duration	Start Date	End Date
Task 1 – Development, Execution of Evaluation Report and ADA Transition Plan	2 weeks	TBD	TBD
City Review	1 week	TBD	TBD
Task 2 -	4 weeks	TBD	TBD
City Review	1 week	TBD	TBD
Task 3	3 weeks	TBD	TBD
City Review	1 week	TBD	TBD
Task 4	1 day	TBD	TBD
Consultant Presentations	1 day	TBD	TBD
City Staff Training	1 day	TBD	TBD

We will proceed immediately with your approval of our proposal.

We are very excited about this opportunity, and are confident that we can provide excellent service, meeting and exceeding your expectations. We look forward to working with you on this exciting project.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.



Luis J. Jurado, P.E.
President

Proposed Fee										
Position	Name (Company)	Current Billing Rate	Task 1 – Development, Execution of Evaluation Report and ADA Transition Plan (Lump Sum)		Task 2 – Comprehensive Facility Surveys and Barrier Assessments (Lump Sum)		Task 3 – Comprehensive ADA and Transition Plan (Lump Sum)		Total Labor Hours	Total Costs
		\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$
Principal	Luis Jurado (Premiere Design Solutions, Inc.)	\$ 316.35	4.0	\$ 1,265.40	4.0	\$ 1,265.40	4.0	\$ 1,265.40	12.0	\$ 3,796.20
Project Manager Senior	Arethia Douglas (Premiere Design Solutions, Inc.)	\$ 246.00	28.0	\$ 6,888.00	56.0	\$ 13,776.00	32.0	\$ 7,872.00	116.0	\$ 28,536.00
Project Engineer (Civil)	Ana Salazar (Premiere Design Solutions, Inc.)	\$ 126.00	40.0	\$ 5,040.00	88.0	\$ 11,088.00	40.0	\$ 5,040.00	168.0	\$ 21,168.00
Project Engineer (Structural)	Emiliano Herrera (Premiere Design Solutions, Inc.)	\$ 150.71		\$ -	24.0	\$ 3,617.00	8.0	\$ 1,205.66	32.0	\$ 4,822.66
CADD Tech	Jorge Charron (Premiere Design Solutions, Inc.)	\$ 92.63			32.0	\$ 2,964.00				\$ 2,964.00
Administrative Assistant	Kislet Hernandez (Premiere Design Solutions, Inc.)	\$ 97.27	4.0	\$ 389.09	4.0	\$ 389.09	6.0	\$ 583.62	14.0	\$ 1,361.80
Sub-Totals			76.0	\$ 13,582.49	208.0	\$ 33,099.49	90.0	\$ 15,966.69	342.0	\$ 62,648.67
Principal	Justin Architects	\$ 240.00		\$ -	0.00	\$ -	0.00	\$ -	0.0	\$ -
Sr. Architect	Justin Architects	\$ 210.00			8.00	\$ 1,680.00	8.00	\$ 1,680.00	16.0	\$ 3,360.00
Project Manager	Justin Architects	\$ 180.00			48.00	\$ 8,640.00	48.00	\$ 8,640.00	96.0	\$ 17,280.00
CAD Manager Drafting	Justin Architects	\$ 90.00			40.00	\$ 3,600.00	24.00	\$ -	64.0	\$ 5,760.00
Sub-Totals				\$ -	96.0	\$ 13,920.00	80.00	\$ 10,320.00	176.0	\$ 26,400.00
									Total Lump Sum	\$ 89,048.67
Training of City Staff (Maximum Hourly)										\$ 5,000.00
Reimbursable (Printing)										\$ 500.00
Total Cost										\$94,548.67

Sponsored By: Interim City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK, FOR AGENT OF RECORD INSURANCE SERVICES FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION AND EMPLOYER LIABILITY COVERAGE SERVICES, PURSUANT TO RFQ NO. 25-0512200; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED NINETY-FIVE DOLLARS (\$95,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 15, 2025, the City of Opa-Locka ("City") published Request for Proposals (RFP) 25-0512200 for Agent of Record for General Liability, Cyber Liability, Automobile Liability and Physical Damage, Property, And Workers Compensation and Employer Liability Coverage Services; and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on May 12, 2025; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Foundation Risk Partners, Corp ("Foundation Risk Partners") as the most responsive responsible bidder; and

WHEREAS, the City Commission finds that acceptance of Foundation Risk Partners, Corp's proposal for Agent of Record Services for insurance coverage programs and entering into an agreement with said company, in an amount not to exceed Ninety-Five Dollars (\$95,000.00), is in the best interest of the City of Opa-Locka and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Foundation Risk Partners, Corp d/b/a Acentria Public Risk, relating to Request for Proposals (RFP) 25-0512200, to provide Agent of Record Services for Employee Benefit Programs, and authorizes the Interim City Manager to enter into an agreement, attached hereto as Exhibit "A", in an amount not to exceed Ninety-Five Dollars (\$95,000.00).

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

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

PASSED and ADOPTED this _____ day of _____, 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:	6.11.2025		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		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Interim City Manager		Department:	City Manager			

Short Title:

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL OF FOUNDATION RISK PARTNERS, CORP., UNDER RFP NO. 25-0512200, AGENT OF RECORD, AND FURTHER AUTHORIZE THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP. REGARDING SAID SERVICES.

Staff Summary:

Request for Proposals (RFP) 25-0512200 was published on April 15, 2025, for Agent of Record. One company submitted a proposal which was certified by the City Clerk on May 12, 2025. A Section Board of three City employees convened to review the bid and evaluate the firm regarding their Agent of Record proposal. The Selection Board scored the bidder on a maximum of 5.00 points per category based on the following criteria:

1. Experience and Qualifications
2. Time Required to Provide Complete and Comprehensive Recommendation
3. Quality of Services / Technical Approach to the Scope of Work
4. Price Proposal

After careful consideration, the committee recommends engaging Foundation Risk Partners Corp for Agent of Record. Foundation Risk Partners Corp demonstrates deep expertise in public sector insurance, offering brokerage services for general liability, cyber, auto, property, and workers' compensation coverages. The firm emphasizes a transparent, agnostic approach, leveraging its partnerships with Florida insurance pools and over 100 markets to reduce Opa-locka's total cost of risk while providing tailored loss control, claims advocacy, and risk management support. With a highly qualified team, strong legislative and municipal experience, and robust analytics and cyber capabilities, the proposal justifies selection through proven results and alignment with the City's insurance needs.

Financial Impact: Foundation Risk Partners, Corp. proposes \$95,000 for the first year of their services. The Proposer believes that their very significant experience and negotiating strength attributable to the broad range of municipalities they represent provides them with a very strong position in negotiating with insurance firms whereas an individual municipality has no option other than to accept the rates provided by their insurance company. The Proposer has indicated that in several instances it has been able to negotiate reductions of over 10%. The City's FMIT insurance this year is \$4.2 million. If the Proposer is able to negotiate only a 2% reduction, this will cover the cost of their services while providing access to a wide range of consulting services to further improve City Risk Management services. The proposed contract is for a three-year term with an additional optional two one-year terms.

Proposed Action:

Staff recommend the City Commission approve the recommendation for Foundation Risk Partners Corp and authorize the Interim City Manager to enter into an agreement with the said company.

Attachment:

Bid Certification
RFP 25-0512200
Bid Proposal



Request for Proposal 25-0512200

**Agent of Record General Liability, Cyber Liability, Automobile Liability and
Physical Damage, Property, and Workers Compensation and Employer Liability
Coverages**

DUE DATE:

May 12, 2025 @ 2:00 P.M.

ORIGINAL

Jonathan Jallad, Lead Broker

Email: Jonathan.Jallad@Acentria.com

Phone: (407) 775-7350



3750 NW 87 Avenue, Suite 700

Doral, FL 33178

Phone: (407) 775-7350

Tab 1

3.2.2 Table of Contents

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Tab 2

3.2.3 Letter of Transmittal

May 12, 2025
City of Opa-Locka
Ms. Niema Walker, Finance Director
780 Fisherman Street
Opa-Locka, FL 33054



RE: RFP No. 25-0512200 Agent of Record for Brokerage General Liability, Cyber Liability, Auto Liability, Property, and Workers Compensation and Employer Liability

Dear Ms. Walker and Members of the Evaluation Committee,

On behalf of Acentria Public Risk, we would like to thank you for the opportunity to respond to the solicitation "RFP No. 25-0512200 Agent of Record for Brokerage General Liability, Cyber Liability, Auto Liability, Property, and Workers Compensation and Employer Liability". We look forward to your review of the enclosed response.

Acentria Public Risk will serve and partner with The City of Opa-Locka ("City") in helping to execute the City's goal of procuring the very best Property & Casualty insurance program now and into the future. Our aim is to develop a trusted partnership that feels like a true extension of staff; a partnership that understands, develops, and provides solutions to your needs. Our team is collaborative, creative, and has the proven technical knowledge and capabilities to deliver best in class services while driving down costs. Acentria Public Risk will focus on the following key areas of concern:

1. Act as the City's insurance intermediary utilizing industry best practices to design, market, and manage the City's insurance program on a guaranteed and transparent fee basis.
2. Formally review City's underwriting data to ensure the very best presentation of risk to the marketplace to receive best pricing available.
3. Lower the City's total cost of risk and optimize the City's premium spend by aggressive negotiation.
4. Provide the City a market feasibility study on various insurance program options.
5. Aid the City in improving loss control, minimizing claims frequency/severity using education and onsite loss control.
6. Assist City staff with decision support, certificate reviews, and insurance consultation.
7. Claims advocacy, actively participating in the City's claims review process ensuring loss reserves and payments are accurate.

We are committed to perform and exceed the "Scope of Work" outlined in this RFP. We attest, that if selected, Acentria Public Risk is willing to meet any location, budget, task orders.

Alan Florez, EVP
Public Entity Practice Leader
aflorez@foundationrp.com
Direct: (386) 455-0128

Jonathan Jallad, VP
Lead Broker
jonathan.jallad@acentria.com
Direct: (407) 775-7350

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.

Meet your service team:

Name/Title	Phone	Email	Office Location
Jonathan Jallad, VP Lead Broker	Direct (407) 775-7350 Cell (407) 864-1983	jonathan.jallad@acentria.com	919 Lake Baldwin Lane, Suite A Orlando, FL 32814
Melissa Cruz Local Agent, Client Services & Resources Coordinator	Direct (305) 445-6441 Cell (305) 951-1954	Melissa.Cruz@acentria.com	3750 NW 87 Avenue, Suite 700 Doral, FL 33178
Ross Beach Dir. of Risk Management	Direct (386) 281-3769 Cell (407) 234-8389	rbeach@foundationrp.com	780 W. Granada Blvd. Ormond Beach, FL 32174
Ashleigh Wood Account Executive, Client Services	Direct (386) 317-4117	awood@foundationrp.com	780 W. Granada Blvd. Ormond Beach, FL 32174
Nino Gallini Loss Control Director	Direct (407) 635-7488	ngallini@foundationrp.com	780 W. Granada Blvd. Ormond Beach, FL 32174

3.2.3.4 Corporate Officer signed certification of the proposal contents.

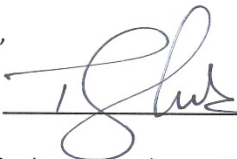


City of Opa-Locka
Office of the City Clerk
780 Fisherman Street
Opa-Locka, FL 33054

To whom it may concern,

I certify the contents of Foundation Risk Partners Corp. dba Acentria Public Risk's response to the City's request for proposal.

Thank you,

Signature: 

Approved by (type name): Tom Leek

Title: Chief Legal Officer, Secretary

Date: 5-5-25

Foundation Risk Partners 780 W. Granada Boulevard, Ormond Beach, FL, 32174
386.999.0001 | FoundationRP.com

Tab 3

3.2.4 General Information

3.2.4.1 Name of Business

Foundation Risk Partners Corp. dba Acentria Public Risk

3.2.4.2 Mailing Address and Phone Number



Corporate Headquarters:

- **Foundation Risk Partners Corp.**
 - **Address:** 780 W. Granada Blvd.
 - **City:** Ormond Beach
 - **State:** Florida
 - **Zip:** 32174
 - **Phone:** 386-999-0001



Servicing Location:

- **Acentria Public Risk**
 - **Address:** 3750 NW 87 Avenue, Suite 700
 - **City:** Doral
 - **State:** Florida
 - **Zip:** 33178
 - **Phone:** 305-445-6441

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.

Meet your service team:

Name/Title	Phone		Email	Office Location
Jonathan Jallad, VP Lead Broker	Direct Cell	(407) 775-7350 (407) 864-1983	jonathan.jallad@acentria.com	919 Lake Baldwin Lane, Suite A Orlando, FL 32814
Melissa Cruz Local Agent, Client Services & Resources Coordinator	Direct Cell	(305) 445-6441 (305) 951-1954	Melissa.Cruz@acentria.com	3750 NW 87 Avenue, Suite 700 Doral, FL 33178
Ross Beach Dir. of Risk Management	Direct Cell	(386) 281-3769 (407) 234-8389	rbeach@foundationrp.com	780 W. Granada Blvd. Ormond Beach, FL 32174
Ashleigh Wood Account Executive, Client Services	Direct	(386) 317-4117	awood@foundationrp.com	780 W. Granada Blvd. Ormond Beach, FL 32174
Nino Gallini Loss Control Director	Direct	(407) 635-7488	ngallini@foundationrp.com	780 W. Granada Blvd. Ormond Beach, FL 32174

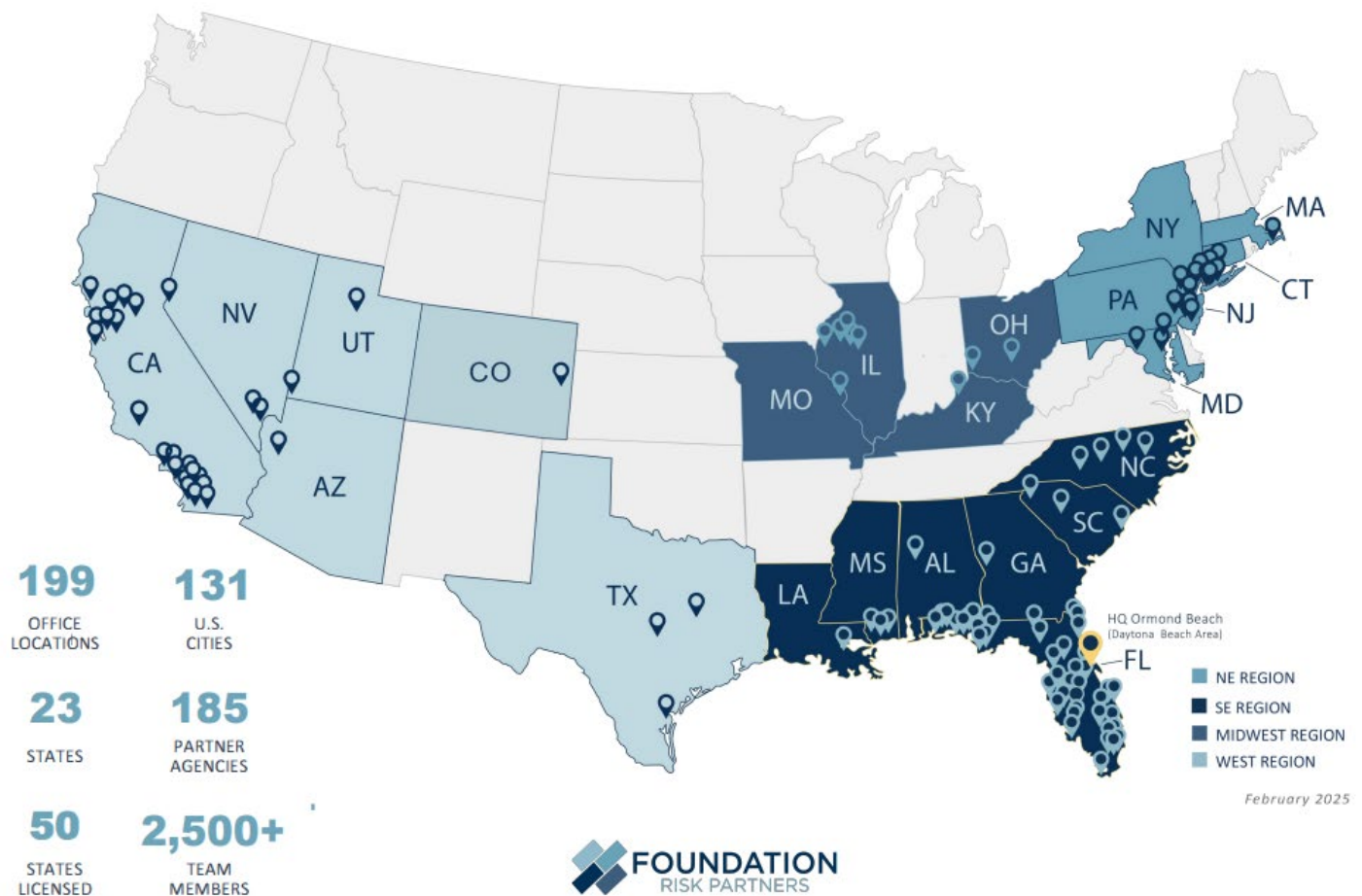
3.2.4.4 Normal business hours.

Office hours for our locations are from 8:00AM-5:00PM 5 days per week, but our account leads understand that our priority is a commitment to immediate response and are available via cell phone at any time and contact information will be provided. Calls and emails are expected to be returned within 4 hours.

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

Foundation Risk Partners Corp. (FRP) is a privately held brokerage and consulting firm that was established on February 24, 2017, and headquartered in Ormond Beach, FL. Foundation Risk Partners is one of the fastest growing insurance brokerage and consulting firms in the United States. Driven by an innovative spirit and team culture that is client focused, FRP operates under multiple brands comprised of over 2,500+ insurance professionals in 190+ locations. We are among the 20 largest insurance consulting and brokerage firms in the United States. Foundation Risk Partners is a corporation.

FRP STRATEGIC FOOTPRINT



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

Foundation Risk Partners, Corp., a Delaware corporation is authorized to do business in all 50 states and is 100% owned by FRP Parent, Corp. FRP Parent Corp is 100% owned by FRP Holdings, Corp., FRP Holdings, Corp., is 100% owned by FRP Parent II, Corp., FRP Parent II, Corp., is 100% owned by FRP Investors II, LP.

Company Timeline:

January 26, 2010

Acentria was organized with an effective date of January 26, 2010 (formerly known as Legends Insurance Solutions, LLC ("LIS") formed March 9, 2009).

January 31, 2017

Foundation Risk Partners, Corp. ("FRP") was organized as a Delaware corporation on January 31, 2017 and authorized to do business in Florida as of February 24, 2017.

November 1, 2017

On or about November 1, 2017, FRP acquired substantially all the assets of Acentria, Inc., a Florida corporation

Today:

FRP continues to operate 50+ locations in Florida and the southeastern United States using the dba Acentria and/or Acentria Insurance while maintaining the same or similar business model and leadership since 2010.

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.

Our Doral servicing location has 38 professional staff employees.

Servicing Location:

- **Acentria Public Risk**
 - **Address:** 3750 NW 87 Avenue, Suite 700
 - **City:** Doral
 - **State:** Florida
 - **Zip:** 33178
 - **Phone:** 305-445-6441

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.

Acentria Public Risk is a DBA of Foundation Risk Partners, Corp. which is Acentria's parent company. We operate under the same FEIN and have access to the same resources throughout the country. Our public risk division is a specialized unit within the larger organization.

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.

We affirm that we are licensed to do business in the State of Florida. Please see our licenses below:

FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

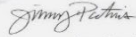
Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jimmy Patronis
Chief Financial Officer
State of Florida



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

LETTER OF CERTIFICATION

09/22/2017

FOUNDATION RISK PARTNERS, CORP.
1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Re: FOUNDATION RISK PARTNERS, CORP.
License Number: L100460

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 21-05 AGENCY LICENSE(LIC. # L100460)
Issued: 09/22/2017
Appointed? No

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

END OF LETTER

NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE

Florida Department of Financial Services
Division of Agent and Agency Services
Bureau of Licensing
3333w.MtFloridaCtFL32033
200 East Gaines Street, Tallahassee, FL 32399-0318

State of Florida Department of State

I certify from the records of this office that FOUNDATION RISK PARTNERS, CORP. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 24, 2017.

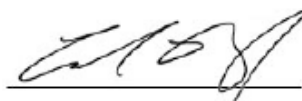
The document number of this corporation is F17000000884.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 27, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of March,
2025*




Secretary of State

Tracking Number: 1912817774CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Tab 4

3.2.5 Project Approach

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

2-1 Purpose and Scope of Work

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 regarding 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 A.M. 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

Trust Partnership:

One of our biggest differentiators that is relevant to the City is our access to the Florida Municipal Insurance Trust (FMIT) and our agnostic approach. The FMIT is built for hardening markets their program structure insulates cities from the majority of market pressure. Due to the strong financial wherewithal, the FMIT can price based on the experience of their pool and not market conditions. No other Trust is built like this in the State of Florida. Our agnostic approach to marketing allows us to be completely transparent to our clients. We do not have any ownership or incentives to place business anywhere, except for what is best for the City.

Public Entity Expertise:

Our consultants have public entity experience and technical skill sets that translate to better outcomes for our clients' specific municipal exposures. Foundation Risk Partners safety consultants will bring additional resources and value by assessing each agency's equipment, environment, and employees. They will develop an individualized loss control service plan by identifying the likelihood, frequency, and severity of risks our clients face.

We assess each organization's equipment, environment, and employees to identify likelihood, frequency, and severity of the risks they are exposed to and then create a systematic approach to control those exposures. Our consultants use an evidence-based approach to safety and health, and offer practical technical solutions, tools, and strategies to help reduce work-related employee injury and illness. We've found this approach can significantly improve your safety culture and productivity.

David Lodwick's experience managing the internal claims department for the Florida League of Cities, makes us experts in claims resolution as well as the complex nature of a municipalities responsibility to care for their residents and insure optimal financial outcomes.

Leadership and Experience:

Acentria Public Risk (a division of Foundation Risk Partners) serves the insurance and risk needs for municipalities, counties, schools, and special districts throughout the State of Florida. The Public Entity Practice is led by Alan Florez and David Lodwick. Before serving in leadership roles for two of the largest competing organizations responsible for public entity insurance services, they proudly served both State and local government in Tallahassee and Palm Beach County. In their careers, they have been fortunate to provide risk management programs to over 500 public entities in Florida. This includes governments of all sizes, from the State University System to school districts to municipalities from the very largest to the very smallest and several county governments in over half of the State's counties.

We believe in providing client solutions through teamwork. We utilize a collaborative approach to capitalize on the strengths of the diverse backgrounds of our team members, which translates into more ideas to better serve you. Furthermore, the depth and diversity of our team provides best practices for delivering solutions to complex Florida municipal risk transfer mechanisms.

This is, in part, our differentiating factor. It has led to what our team is best at accomplishing for our clients, creating deal tension between the most competitive markets for optimal pricing while negotiating the best terms, limits, and conditions available. Our access to every major Individual Risk Placement (IRP) market and viable Insurance Trusts operating in Florida ensures the very best outcome for our clients.

Experience analyzing the marketplace and market trends:

As independent agents and brokers we represent carriers worldwide, enabling us to provide a wide range of coverage options for our clients. We generally restrict placements only to those insurers with an acceptable AM Best Rating and with reputations to back that financial strength with superior service. We currently insure in excess of \$200 billion in total insurable values throughout the United States and represent an array of prestigious clients including real estate holdings, financial institutions, and non-profits.

We are proud of the reputation we have cultivated with our insurance carriers, and especially with our underwriters. We work with our carriers to maintain long standing relationships with our underwriters. We have found that this provides a stable and profitable underwriting environment for our clients, carriers, and the agency.

A hardening property market creates issues with pricing and limits/terms. A broker who has the ability to provide options from insurance trusts and the standard marketplace provides the City the ability to analyze these options on an annual basis throughout the length of the contract awarded. We have consistently been able to leverage the insurance marketplace with better success than other brokers in the state of Florida. We have been able to drive results for our clients as well as for new clients/bidding processes. Our agnostic approach will allow you to have an option to either insure with a pool or the IRP markets for the next several years and always create the most effective deal negotiation method to keep costs down.

In addition, no other broker can boast more experience with the different local government pools and IRP markets than our team. While we partner with the FMIT when it is best for our clients, we have no ownership interest or financial incentive to place the City's account with any market or wholesale broker; our only focus is driving the best results for our client.

With access to 100+ markets, a list of all active carriers is not specific enough for the City to evaluate our ability to drive results. On the following pages we have provided a list of carriers that we believe will effectively compete on the City's program and provide the necessary deal tension to insure the optimal outcome in a hardening market.

We also have vast experience in alternative risk transfer through CAT bonds, Insurance Linked Securities, Parametric products, etc. that all invite additional competition to continue to move the needle in a positive direction for our clients. We are recognized as one of the fast-growing agencies in the country with most of our carrier partners. This allows us direct access to senior leadership of all major carriers as a strategic growth partner.

Property Markets – All A.M. Best “A” Rated or Better

Carrier	Primary Layer?	Secondary Layer?	Notes
Florida Municipal Insurance Trust - Florida League of Cities	X	X	Disaster Recovery Management for the League can provide faster recovery for the District, also the League offers in house appraisals at no cost to the member. Online claims management and 24/7 access
SRU	X	X	AmWins proprietary market that is continuing to add market share in the Florida market
Lexington Insurance	X	X	Potential lead property market - exiting the Residential market which allows more capacity for the public entity market
Berkshire	X	X	Potential lead property market - recent quotes for public entity have been priced favorably - 2 year rate guarantees have been offered
Sompo	X	X	Potential lead property market - aggressive in public entity sector
Lloyd's of London via THB	X	X	Potential lead property market - several syndicates of Lloyd's have extensive experience in the Florida public entity market and continue to seek market share. Key syndicates include CV Starr, Argo, Brit, Beazley, THB, AEGIS, and Amlin
Chubb/ACE Westchester	X	X	Primary market - Part of the Chubb Insurance property portfolio and will pursue public entity in Florida
Swiss Re	X	X	Primary market - Has historically been a lead market but may be transitioning more to excess layers of programs in the current market
Velocity/VRU	X	X	Formerly AmWins proprietary market that is continuing to add market share in the Florida market
Zurich	X	X	Typically crucial for support in quota shares, excess layers and capacity needs
AWAC	X	X	Allied World US and Bermuda will participate on Public Entity
Ironshore	X	X	US and Bermuda will participate on Public Entity
Everest Indemnity	X	X	Typically crucial for support in quota shares, excess layers and capacity needs
Argo/Colony		X	Typically crucial for support in quota shares, excess layers and capacity needs
Arch Specialty	X	X	Typically crucial for support in quota shares, excess layers and capacity needs
Arrowhead Program		X	Typically crucial for support in quota shares, excess layers and capacity needs
Catalytic - GuideOne, Safety Specialty & Lloyds		X	Typically crucial for support in quota shares, excess layers and capacity needs
AmRisc	X		Typically crucial for support in quota shares, excess layers and capacity needs
Aspen		X	Typically crucial for support in quota shares, excess layers and capacity needs
Axa CL	X	X	Typically crucial for support in quota shares, excess layers and capacity needs
Axis	X	X	Typically crucial for support in quota shares, excess layers and capacity needs
Beazley		X	Typically crucial for support in quota shares, excess layers and capacity needs
Crum & Forster		X	Typically crucial for support in quota shares, excess layers and capacity needs
Great American		X	Typically crucial for support in quota shares, excess layers and capacity needs
Hallmark		X	Typically crucial for support in quota shares, excess layers and capacity needs
IFG		X	Typically crucial for support in quota shares, excess layers and capacity needs
James River		X	Typically crucial for support in quota shares, excess layers and capacity needs
Markel		X	Typically crucial for support in quota shares, excess layers and capacity needs
Maxum		X	Typically crucial for support in quota shares, excess layers and capacity needs
Nationwide		X	Typically crucial for support in quota shares, excess layers and capacity needs
One Beacon		X	Typically crucial for support in quota shares, excess layers and capacity needs
Rivington		X	Typically crucial for support in quota shares, excess layers and capacity needs
RSUI		X	Typically crucial for support in quota shares, excess layers and capacity needs
Sigma	X		Typically crucial for support in quota shares, excess layers and capacity needs
Starr	X	X	Typically crucial for support in quota shares, excess layers and capacity needs
Validus		X	Typically crucial for support in quota shares, excess layers and capacity needs
Ventus	X	X	Typically crucial for support in quota shares, excess layers and capacity needs

**This is not a complete list of markets, but does represent our top markets and largest relationships for the City's largest cost drivers*

Liability Markets – All A.M. Best “A” Rated or Better

Carrier	Line of Coverage	ALA Available?	Additional Notes	Risk Management Services
Florida Municipal Insurance Trust	All Lines*	No	Pooling provides price stability during high loss years, as well as adjusters trained on our specific coverage form. Access to FMIT allows for more deal tension than just the standard marketplace provides during the marketing phase	Best-in-class disaster recovery, in house risk management services designed by and for cities
Brit Global	All Lines*	Yes	Remains competitive on Excess Coverage in Florida and offers additional training support for employees	Currently Provides TEAM system
Berkley Public Entity Managers	All Lines*	Yes, but casualty only	Competitive program building market share in Florida	Offers training support as well as a litigation management tool for claims evaluation
Safety National	All Lines*	No	Traditional Workers Compensation market that is also expanding into other casualty lines of coverage -	Specialized public entity support
Chubb/Westchester ACE	All Lines*	Yes	Current Program for Portions of Coverage - Competitive Florida casualty market - dedicated public entity team and support	Dedicated public entity team and support
Old Republic	All Lines*	Yes	Competitive Florida casualty market - dedicated public entity team and support	Dedicated public entity team and support
AIX Specialty Insurance Company	All Lines*	Yes	Competitive program building market share in Florida.	
Munich Re	All Lines*	Yes	Established market share in Florida	Offers training support and loss control
Argonaut/Trident	All Lines*	Yes	Current Program for Portions of Coverage - Competitive program with existing market share in Florida	Offers training support and loss control
*All Lines can include General Liability, Auto Liability, Public Officials' E&O, Law Enforcement, Cyber, etc.				

Ancillary Markets – All A.M. Best “A” Rated or Better

Carrier	Line of Coverage
Great American Fidelity Insurance Company	Cyber Liability
Indian Harbor Insurance Company	Cyber Liability
Beazley American Insurance Company	Cyber Liability
McGowan - Indian Harbor Insurance	Deadly Weapon & Crisis Management
CRC - Lloyd's of London	Deadly Weapon & Crisis Management
Roanoke	Terrorism & Deadly Weapon
Hiscox	Cyber Liability
Travelers	Crime
Westchester surplus Lines	Cyber Liability
Coalition	Cyber Liability

Workers Compensation Markets – All A.M. Best “A” Rated or Better

Carrier	Additional Notes
Florida Municipal Insurance Trust	Access to the FMIT allows us to continue to bring multiple options outside of the standard insurance market to allow us to drive competition and bring better pricing and service offerings to the member. Pooled programs also bring risk services that can be beneficial to the District
Brit Global	Competitive market for workers compensation
Safety National	Competitive market and industry leader for workers compensation for public entity
Chubb/ACE Westchester	Competitive market for public entity and considers package discounts when combining casualty lines
Arch	Open for Florida public entity business
Star Insurance	Open for Florida public entity business

**This is not a complete list of markets, but does represent our top markets and largest relationships for the City's largest cost drivers*

Marketing Meeting with City Staff:

Our marketing meeting with the City staff is focused on our strategy in presenting the City's program to the insurance marketplace. This includes a discussion of applications, pertinent loss reports, prior year premium summaries, premium targets, alternative risk possibilities and the results on loss data of those potential structures, as well as a communication timeline to provide the City with expectations.

We will ensure that any changes or endorsements are verified for accuracy and are in conformance with negotiated terms. Marketing strategy meetings will be held in advance of the approach of the marketplace, including alternative risk transfer structures. During each renewal presentation our firm will provide a marketing summary containing the list of markets approached after approval from the City.

Marketing Results Meeting:

After our marketing effort, we will present to the City options, markets, alternative risk strategies, etc. This marketing summary will contain the status and outcome of each market (quoted or declined), as well as a reason for the declination (losses, exposure, etc.) or a reason that the quote is not proposed (pricing was too high, coverage was not broad enough, etc.). All these options and reports will be built around a comparison of historic losses and the effects of alternative risk transfer as well as the effect on premium.

Our goal is to provide options that may allow the City to reduce their total cost of risk. Insurance cost is an important piece to risk management, but the ultimate goal is determining what the total cost of risk is. As markets harden, the cost of transfer becomes increasingly more expensive and the incentive to increase retentions becomes a cost-effective alternative.

Our responsibility is to provide options and advice on the short-term Total Cost of Risk as well as advise the City on long term consequences/risks of different choices. Our experience in serving in local and state government positions make us uniquely qualified to advise during a hardening market and during budget uncertainty. We will continue to advise on long-term & short-term initiatives and just as importantly provide options and data to allow the City to make the most informed decision possible.

Marketing/Service Timeline:

We have provided a Marketing/Service Timeline that will hold our team accountable to the proper stewardship of the risk management program. This timeline provided is an example and can be adapted to meet the specific needs of the City.

This timeline is designed to incorporate requirements within the Scope of Services to allow the City to continually track that we are meeting the promises set forth in this RFP response. The timeline is included on pages 58-59. We are confident in our ability to meet the Scope of Services and will work to modify this calendar and approach after our initial meetings with the City if selected.

Experience in analyzing insurance coverage proposals:

As one of the largest brokers in the State of Florida, our ability to analyze multiple options is the life blood of what we do. Understanding the needs of our clients comes first. Each program has its strengths and weaknesses, and through discovery and analysis we work to find the best option for our clients. We understand that services provided play a crucial role in decision making, so our coverage review includes a service review as well.

Additionally, our firm currently serves as a consultant to the largest insurance placement of property in the United States. In this role we have been tasked with assisting in evaluating parametric products, Insurance-Linked Securities, Captive structures, increased retentions, and several other forms of risk transfer. This consultation included an extensive analysis of 10 years of data to determine data sufficiency, actuarial defined expected future losses, disaster recovery program implementation, TPA review, and several other processes to aid in the selection of the best possible outcome for the client.

We believe this speaks to our ability to aid the City in their options in the current insurance marketplace. We believe our expertise in the area will continue to allow us to position our clients in the best way possible as the insurance market continues to harden on all lines of coverage. Our approach and timeline are centered around quality of data. This is exemplified in our step-by-step marketing process and our attention to property detailing and modeling.

Knowledge of Florida State Law:

Our team includes staff with risk management backgrounds to assist with contractual language review to further assist with maximizing opportunities for contractual risk transfer to reduce the retained risk by the City as well as reducing the overall cost of risk. There are many statutes that impact the provision of insurance for which we have extensive experience and understanding of their application. They include but are not limited to:

- F.S. 624.4622 - Local Government self-insurance funds (The law applies to Preferred and FMIT)
- F.S. 768.28 – Waiver of sovereign immunity in tort actions
- F.S. Chapter 440 – Workers Compensation
- F.S. 112.18 – Firefighters and law enforcement or correctional officers; special provisions relative to disability
- F.S. 112.1816 – Firefighters; cancer diagnosis

David Lodwick, Director of Public Entity Services, is the lead for reviewing contractual language for insurance provisions to ensure proper protection. He leads not only our compliance best practices, but also training of all staff who handle our accounts. As a former Mayor and Board Chair of the FMIT, and 30 plus years in Risk Management he brings a unique skill set that will be an asset to the City.

Lastly, **Tom Leek**, Chief Legal Officer, also serves as a member of the Florida State Legislature and provides guidance and understanding of any legislative issues that arise related to our client services. Our leadership maintains relationships with the OIR, DFS and State Government to ensure that our team is properly educated on all matters that will impact our clients.

Legal Representation & Consultation Related to the Provided Coverage

Throughout the year our team will assume a consultative approach to ensure City staff are well informed on the insurance market as well as potential legislation that could impact the risk management plan.

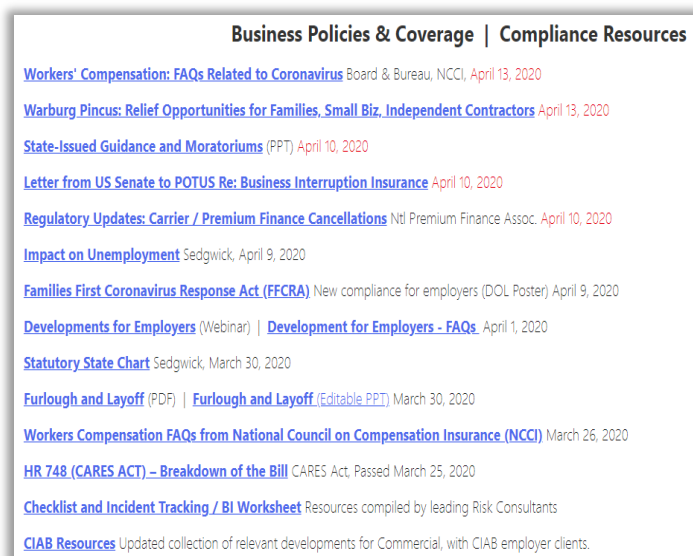
- Drafting, preparation, review, issuance of certificates of insurance, binders, or cover notes, in accordance with the instructions of the client.
- Assistance with insurance program design and review of policy wordings.
- Production and dissemination of premium invoices.
- Tracking of premium receipts and reconciliation.
- Preparation of statistics for renewal discussions.
- General correspondence / queries on policy conditions.
- Delivery of coverage summaries
- Policy Administration - Receipt, Review, and Delivery



Keep the City informed of changing conditions in the insurance marketplace

State of the market updates, as well as court cases that may affect the applicability of a coverage to the City is crucial when building strategy at renewal time and throughout the course of the year. Our size nationally, as one of the largest 20 insurance brokerage firms in the country, and one of the 5 largest in Florida ensures that our clients receive the market intelligence of an organization of our size and breadth of resources.

We will update the City at least quarterly with current market conditions that could potentially impact the insurance and risk management programs. In addition, we will update the City with potential legislative changes that could impact the insurance and risk management programs.



An annual review of the City's exposure data is critical in producing accurate and optimal results. This is not just a renewal function. We believe that identifying changing risk characteristics allows us to accurately portray the City in the marketplace. The more robust and accurate the data and submission, the less assumptions made by insurance carriers. Typical insurance models assume the worst, as we continually update information and clean up data to carriers, we will continue to be able to drive down uncertainty and therefore reduce the cost to the City.

Marketing Meeting with City Staff:

Our marketing meeting with the City staff is focused on our strategy in presenting the City's program to the insurance marketplace. This includes a discussion of applications, pertinent loss reports, prior year premium summaries, premium targets, alternative risk possibilities and the results on loss data of those potential structures, as well as a communication timeline to provide the City with expectations.

We will ensure that any changes or endorsements are verified for accuracy and are in conformance with negotiated terms. Marketing strategy meetings will be held in advance of the approach of the marketplace, including alternative risk transfer structures.

Experience with insurance renewal process:

During each renewal presentation our firm will provide a marketing summary containing the list of markets approached after approval from the City. This marketing summary will contain the status and outcome of each market (quoted or declined), as well as a reason for the declination (losses, exposure, etc.) or a reason that the quote is not proposed (pricing was too high, coverage was not broad enough, etc.)

The experience that David Lodwick and Alan Florez have in assisting with placement/structure of the two largest municipal trusts in the state of Florida also allows us to bring knowledge of the hardening reinsurance market.

The liability and workers compensation programs will have a detailed loss analysis performed to determine the optimal level of risk retention. This allows our team to best negotiate with carriers to achieve the best risk retention options and optimal risk transfer pricing.

Experience in negotiating with insurance carriers:

Our agnostic approach will allow you to have an option to either insure with a pool or the IRP markets for the next several years and always create the most effective deal negotiation method to keep costs down. In addition, no other broker can boast more experience with pools and IRP markets than our team.

While we partner with the FMIT when it is best for our clients, we have no ownership interest or financial incentive to place the City's account with any market or wholesale broker; our only focus is driving the best results for our client.

Our team brings experience, a large public entity presence, as well as the leverage of placing over \$2 billion of premium with the majority in the state of Florida. We affirm that we will represent the City in communications, and we are also confident in our ability to bring the most deal tension to the City's negotiating process. This tension is what drives the best results.

The selection of our team will allow you to explore multiple options in the marketplace and always create the most effective deal negotiation method to keep costs down.

Claims Services:

The claims service team includes a senior claims specialist on our public entity team to assist with claims reporting, monitoring, and overall claims handling. She is supplemented as needed by our internal legal staff to assist with claims compensability issues as well as coverage interpretations.

David Lodwick's experience managing the internal claims department for the Florida League of Cities, makes us experts in claims resolution as well as the complex nature of a municipalities responsibility to care for their residents and insure optimal financial outcomes.

Our team also includes staff with risk management backgrounds to assist with contractual language review to further assist with maximizing opportunities for contractual risk transfer to reduce the retained risk by the City as well as reducing the overall cost of risk.

We work with your selected TPA's to receive all claims data and normalize this data into our systems to produce these reports on a regular basis for presentation to your team.

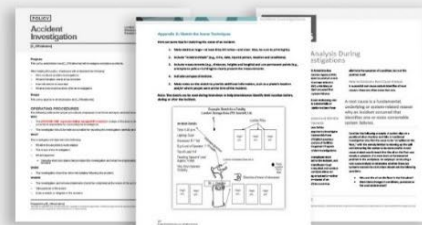
INTERACTIVE RISK ANALYSIS TOOLS

Use these multifunctional tools to evaluate various industry pain points. Many of these tools can be customized for your organization's specific needs, so you can see how your business is faring and learn ways to manage your risk exposures.



INJURY AND ILLNESS INVESTIGATION PROGRAMS

Make sure that injuries and illnesses only cost you a single time. These resources can help you establish best practices for investigating the true sources of workplace incidents and reduce the chance of costly reoccurrences.



COMPLIANCE TOOLS

Mismanaging compliance topics can lead to costly fines and a tarnished reputation. Use these attorney-written compliance tools to understand recent federal legislation handed down by OSHA, the Department of Transportation and other government agencies, and make sure your business stays in compliance.



Claims Management – Overview

Services Include:

- Provide benchmarking data
- Confirm coverage with loss adjusters appointed by the client in the event of claims being notified.
- Liaise with insureds and claims administrators.
- Proactively monitor and engage to assist in closing out open claims
- Quarterly Claims Review Process
- Assist in settlement discussions and claim disputes
- Review of claims protocols and areas to increase efficiency
- Insurance policy review and coverage analysis for difficult claims
- Review policies and endorsements for conformity (to indemnity agreements and insurance requirements required by Government requirements and contracts)

Claims Management – Differentiators

In House Claims Legal Consultant

- Prior Litigation experience
- Claims Management experience
- Extensive experience handling all insurance lines of business
- Contract / Coverage review experience
- FAIA Legislative Counsel member
- Legal relationships

Dedicated Claims Advocate

- Director of Client Services Advocacy with over 30 years of claims experience
- Advise on claims reporting/resolution
- Review & prepare all coverage reconsideration letters
- Coordinate Quarterly Claims Call on ALL open claims
- Partner w/ Loss Control (address claims frequency)
- Claim Updates provided prior to ALL policy renewals

Claims Administration/Adjusting:

Our claims unit will provide advocacy throughout the claims process to ensure the most favorable settlement offer. We also will utilize David Lodwick's expertise in his former role as Head of Claims for the Florida League of Cities and utilize our knowledge of procedure to speed claims resolution whenever possible. We believe in open and frequent communication with the City staff during the entire claims process to alleviate the burden on the City staff and achieve optimal outcomes. We will include quarterly and as needed meetings to satisfy the City's needs.

Debbie Tappin and her team will serve as liaisons for all claims; from notifying carriers to advocating for claim resolutions. Debbie brings a wealth of knowledge and experience, particularly with compensability questions. Debbie is also an attorney and licensed claims adjuster. Our commitment to loss control and claim services is exemplified by our commitment to staff.

Most claims departments, if any, are made up of former account managers or adjusters. Our staff is led by an attorney who was formerly defense counsel for several large insurers. These additional qualifications allow us to bring higher quality claims advocacy to our clients than what is typically provided by their brokers.

- Provide benchmarking data
- Confirm coverage with loss adjusters appointed by the client in the event of claims being notified
- Liaise with insureds and claims administrators
- Proactively monitor and engage to assisting in closing out open claims
- Quarterly Claims Review Process
- Assist in settlement discussions and claim disputes
- Review of claims protocols and areas to increase efficiency
- Dedicated Team of Claims Professionals
- Review of and Assistance with Reporting of Claims
- Large Loss Strategy Development/Meetings
- Loss Analysis and Recommendations

Quarterly Loss Meetings:

These meetings can be phone reviews or in person, but the objective of these meetings is to allow for a discussion of information on open claim expectation. An open discussion allows for our claims unit to provide a higher quality of service, allow the City to be proactive on large claims, keep both parties continually updated on risk mitigation strategies and training opportunities that will result in a lower total cost of risk.

On the following pages are several sample loss analyses. We build our material based on the needs of each client instead of a cookie cutter and generic approach. Our output will meet internal, external, as well as agenda requirements. Should there be a need for multiple documents to meet multiple format requests, our team will provide it in those structures to reduce the burden on City staff.

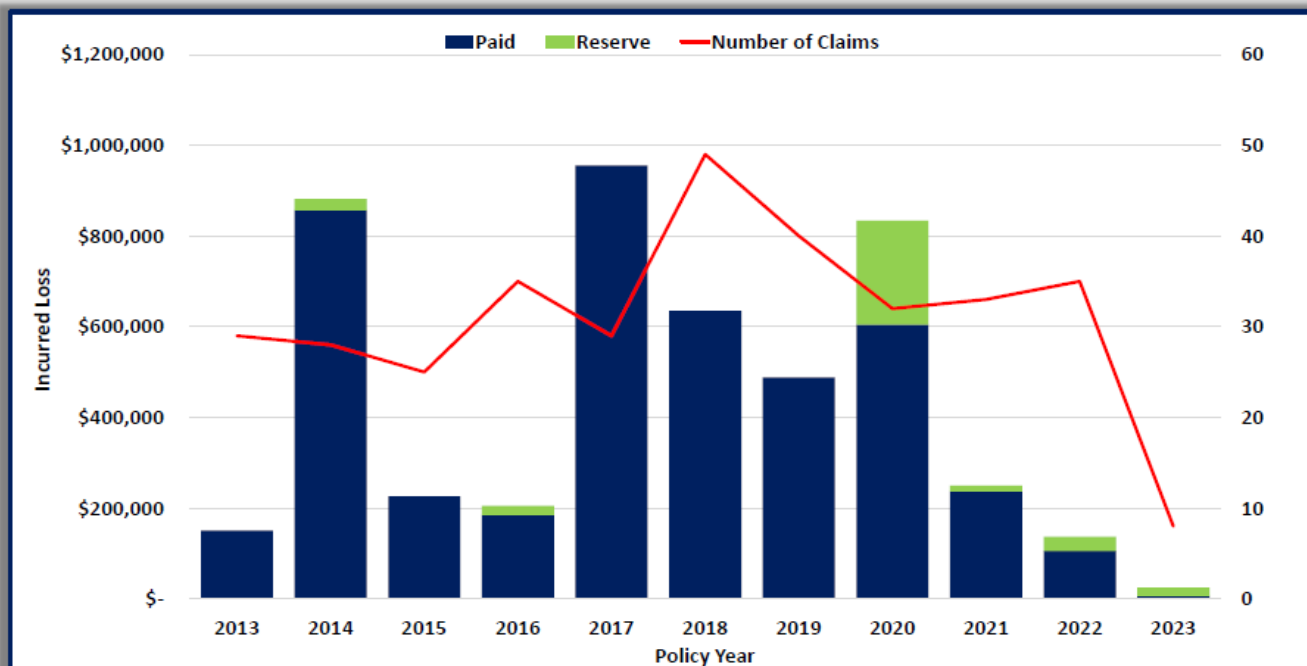
Sample Loss Analytics:

Loss Analytics Dashboard

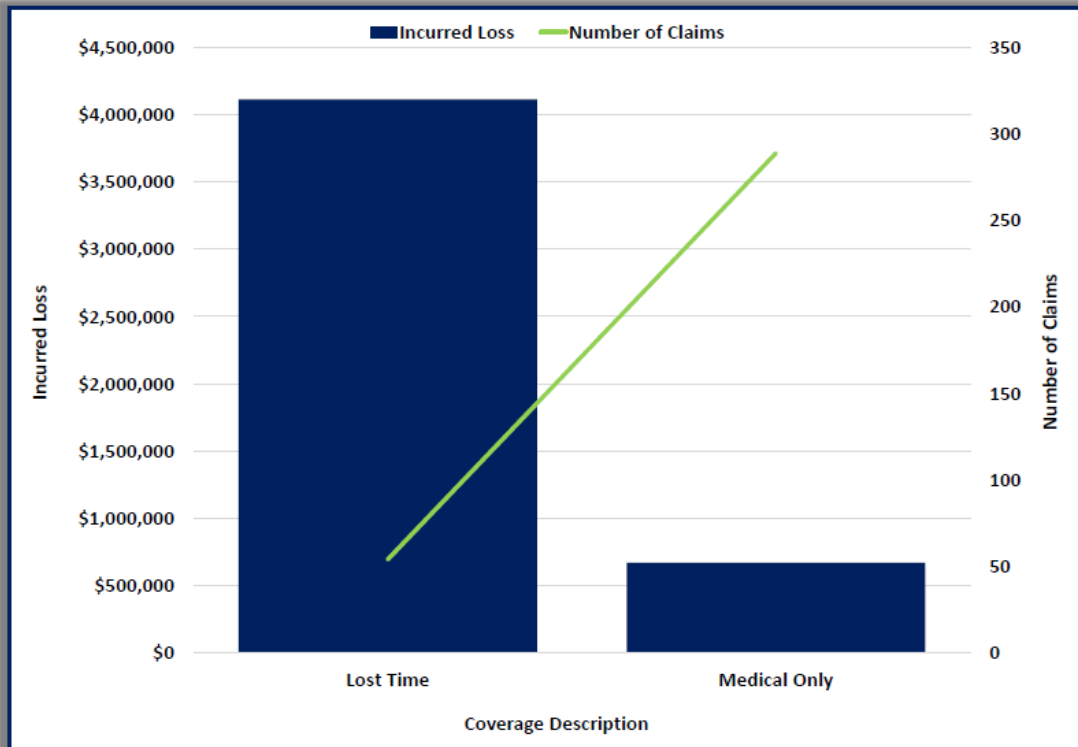
Claim Financial Data

Values	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Grand Total
Claims	29	28	25	35	29	49	40	32	33	35	8	343
Incurred	\$ 150,447	\$ 881,768	\$ 225,378	\$ 204,272	\$ 955,581	\$ 635,346	\$ 487,966	\$ 833,491	\$ 249,448	\$ 136,064	\$ 25,050	\$ 4,784,811
Paid	\$ 150,447	\$ 855,910	\$ 225,378	\$ 184,377	\$ 955,581	\$ 635,346	\$ 487,966	\$ 605,226	\$ 236,608	\$ 105,246	\$ 6,250	\$ 4,448,335
Reserve	\$ -	\$ 25,858	\$ -	\$ 19,895	\$ -	\$ -	\$ -	\$ 228,264	\$ 12,840	\$ 30,818	\$ 18,800	\$ 336,476
Average Claim	\$ 5,188	\$ 31,492	\$ 9,015	\$ 5,836	\$ 32,951	\$ 12,966	\$ 12,199	\$ 26,047	\$ 7,559	\$ 3,888	\$ 3,131	\$ 13,950

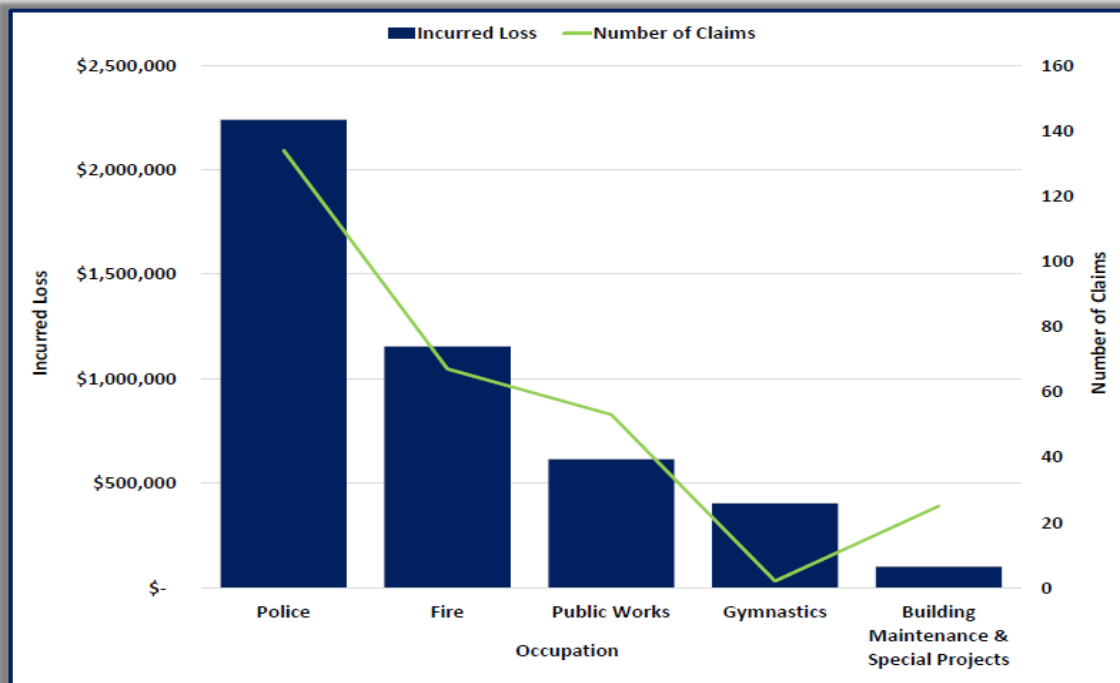
Paid and Reserve Amounts by Period



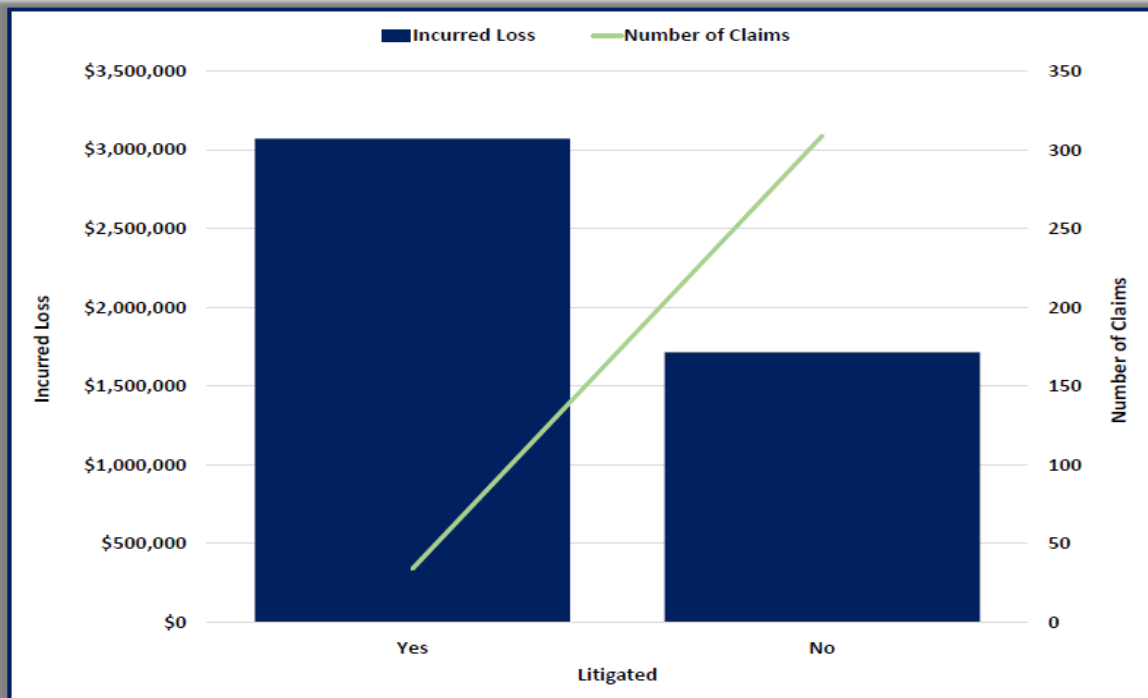
Top Coverage Description



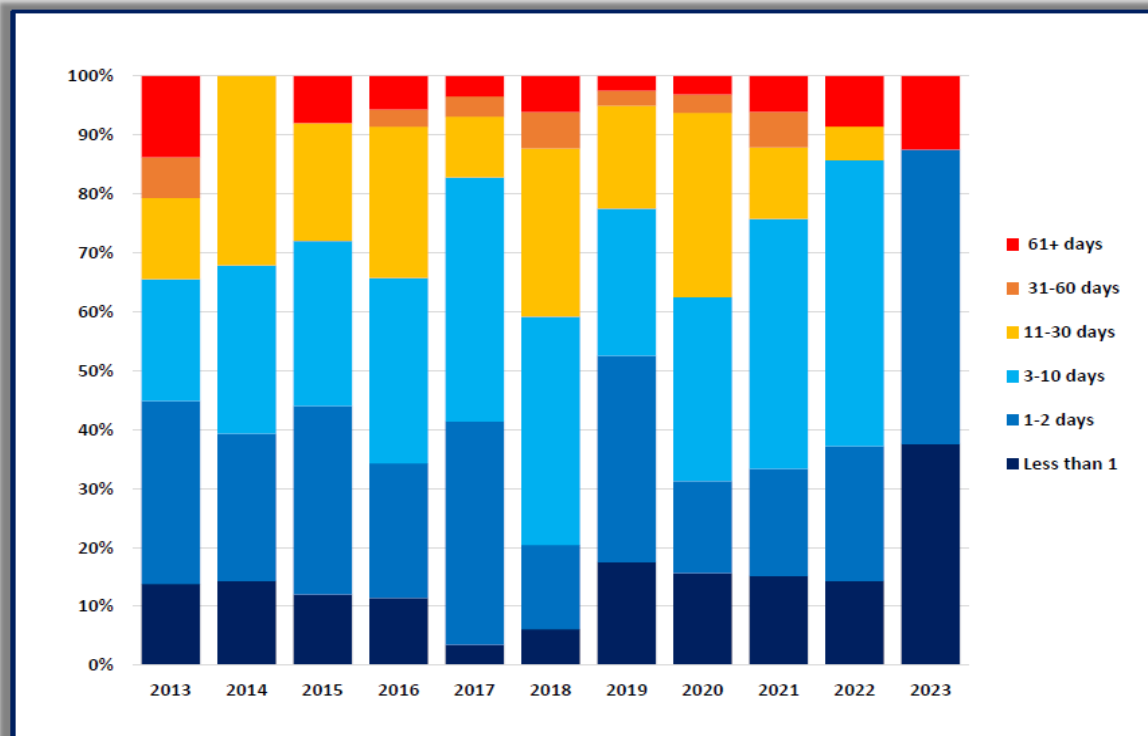
Top Occupation



Litigated Work Comp Claims



Claim Reporting Lag





Property Insurance Data Review & Augmentation Services

Foundation Risk Partners provides data capabilities that provide our clients the ability to present themselves in the best possible manner in a hardening marketplace where insurance renewals are regularly exceeding 20% increases with worsening terms.

Our process puts actionable data in the clients' hands; allowing for objective reviews of alternative structures, retentions, market strategies, as well as maximizing economies of scale and benchmarking. Our firm insures over 300,000 units of multi-family property and over \$250,000,000 of total premium, allowing us to leverage this information for our clients.



Output

- Allow you to control your own data
- Utilization of Origami Risk (RMIS system) to provide a framework for the upkeep/enhancement of future data-driven insurance decision making as well as loss, asset & policy housing/analysis
- Determine effects of combinability of programs (including terms, conditions, market leverage, etc.)
- Performance and exposure analysis
- Determine effects on market accessibility
- Review of optimal deductible/retention structure
- Contemplation and analysis of alternative risk transfer strategies
 - Insurance-Linked Securities
 - CAT Bonds
 - Captive programs
 - Alternative capital
 - Direct Reinsurance placement
- Reports & Analytics to drive data driven decisions
 - Loss Reports
 - SOV Reports
 - Policy Analysis

EXPERT P&C ADVISORY AND CONSULTATION SERVICES

Our experts' knowledge of risks and our analytic capabilities allow our clients to continue to present themselves to the marketplace in the best possible light; creating deal tension with alternative risk options and creative risk retention strategies. Identifying our clients' historical Total Cost of Risk within different program structures, allows for the most informed risk management strategies.

ASSET CLASSES

Public Entities
Multi-Family
Residential
Industrial
Office
Retail
Hotel/Motel
Resort

DATA REPORTS

- Heat Maps
- Concentration of Losses Reports
- Loss Drivers
- Aggregate Deductible Analysis and Optimization
- Loss Stratification for Attritional Loss
- Captive Overview and Structure Review
- Alternative Risk Strategy Report
- Modeling Analysis
- Augmentation Analysis
- Data Sufficiency Analysis
- Captive Analysis
- PML/AAL Review and Presentation
- TIV Trend Summary
- Premium Trend Summary
- Total Cost of Risk Analysis
- Policy Terms/Conditions Review
- Recovery Management Summary
- Attritional Loss Summary and Analysis
- Catastrophic Exposure Summary

ENTERPRISE RISK MANAGEMENT PLANNING & CLIENT SERVICES

- Collaborating on building a culture that embraces risk management and measurable results across the entire enterprise
- Planning and management of loss control protocols and recovery management experts to ensure the best use of deductible for attritional claims
- Identify drags on PML/AAL negatively impact underwriting and rating, as well as prioritize data collection and risk mitigation
- Analyze alternative risk transfer possibilities, as well as deductible retention structure and retrospective review of their impact on losses

TOTAL COST OF RISK ANALYSIS AND PROGRAM DESIGN

- Evaluating insurance coverages and current retention limits to provide the most advantageous use and allocation of total spend
 - Premium vs. Retention
- Optimize the submission to insurers/brokers for marketing/insurance placement
- Analyze alternative risk transfer possibilities
- Analyze current & possible deductible/retention structure
- Quantify the effects on Total Cost of Risk of consolidation of insurance placements or alternative risk transfer methods

OUR PROCESS WILL:

- Compile data from loss information to allow for reports and data driven results
 - Identifying retentions limits and possible areas for retention of attritional losses that will help reduce the cost of risk
 - Identify CAT limits necessary through loss and risk modeling
 - Consolidate losses for review and analysis of alternative risk strategies
- Compile data from policy documents into one complete historical set of information for comparison as well as a register for internal use
- Compile TIV schedules into one complete and agreeable data set
- Utilize this data set for:
 - Data sufficiency review
 - Program aggregation possibilities
 - Alternative risk transfer possibilities
 - Identification high risk locations
 - Identify market, geographical, attribute saturation
 - Identify PML/AAL drags
- Identify errors in existing data
 - Augment data
 - Provide data sufficiency report



Loss Prevention/Engineering Services:

As an extension of your staff, our Risk and Safety Management team works with you to identify and address potential hazards and risks. Together, we create a safer environment to protect your assets (especially your employees) and save you money. Our in-house loss control expert will make proactive recommendation in consultation with the City. In addition to that role, his expertise as a former insurer loss control expert allows him to better represent the City with regard to insurance companies reports.

Loss Control:

Our data capabilities and expertise focus on trends and forecasting to optimize the implemented loss control action plan.

Health and Safety Services:

People drive the business. As a critical resource, employees will be safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. The following, services are available on a continuous improvement or as needed bases:

- Loss Control Toolbox
- Trend analysis
- Job Safety Analysis
- Ergonomic Evaluations
- Workplace evaluations
- Industrial Hygiene Coordination
- Incident Investigation supervision

Web Based Tools:

We have accumulated Web Based Tools that help achieve the greatest of value to our clients.

- Client Portal
- Learning Management System
- Access to resource portal (Mywave)
- Human Resource Portal (Mywave)
- Zywave basic and advanced training (Zywave University)
- Access to Loss Control and Claims Advocacy teams
- Vendor partnerships



Web Based Loss Control services:

Loss Control based resources and guidance are available electronically. Use is driven by the broker in collaboration with Loss Control.

- Assisting with OSHA Inspections
- Large loss / incident investigation review
- Resource coordination (policy, handout, presentation, etc.)
- Claims Management assistance
- Guidance with carrier recommendations
- General Safety Consultation
- Carrier Based Loss Control Resources

Loss Control – Service Platform

Comprehensive Client Support

Why take advantage of our Risk Management and Claims Advocacy Services Platform?

Indirect Costs

The indirect costs of an incident can be as high as 500%

Insurance Costs

Frequency and Severity of incidents impact insurance costs

Compliance

Meet Regulatory Compliance

Workforce Culture

Improve overall workforce culture

Our Value-Added Services come at no additional cost. How are we effective?

Our dedicated team has:

- **Experience with various industries** — Our highly experienced team has experience in a variety of industries within several regions.
- **Worked and earned the trust of many small and large firms throughout the area** —Our service team are familiar with region specific concerns and industries.
- **We address your business's unique set of needs by developing a Risk Management Program** - Work with our consulting team on your business' specific needs.

Robust service platform intended to:

- **Reduce incidents and cut costs through exposure specific Loss Control Action Plans**— We can help you cut costs with an effective loss control action plan.
- **Assistance with OSHA and other compliance related standards**—Be confident about your compliance standing.
- **Manage commercial vehicle drivers**—Many resources on Fleet Risk Management are available

Reduce your Experience Modification Factor:

- **Claims Management** - We will partner with you and provide guidance with post incident management.
- **Return to Work** —Our team has the skillset to evaluate your Return-to-Work Program and provide guidance and resources to aid with development.
- **Supervisory Education** - Educational sessions on claims cost containment best practices is available.

FOUNDATION RISK PARTNERS
NINO GALLINI
LOSS CONTROL DIRECTOR

Nino Gallini

Nino brings more than 18 years of insurance experience to Foundation Risk Partners (FRP) with an expertise on safety and loss prevention. He is responsible for the development, implementation and application of FRP's Loss Control program.

Nino takes a comprehensive approach to identifying and satisfying the needs of clients by applying health and safety principals and utilizing carrier and vendor based resources. His methodology provides great value to our clients by yielding solutions

with guidance to minimize current and unforeseen problems.

After earning dual Bachelor of Science degrees from the University of Central Florida in Engineering Technologies Operation and Engineering Technologies Design, Nino launched his career as an Industrial Engineer for a Heating and Air Conditioning Contractor in Central Florida. He holds the Associate in Risk Management (ARM) professional designation, is a member of American Society of Safety Professionals (ASSP) and is a certified OSHA Construction Trainer. In addition to all of this,

Nino has been published in the Human Factors and Ergonomics Society Journal, has extensive experience with multi-



“Our goal is to reduce your overall insurance costs by mitigating workplace related exposures, injuries and illnesses.”

*Nino Gallini
Loss Control Director
Foundation Risk Partners*

state account management within a variety of industries and is bilingual in English and Spanish. Foundation Risk Partners is proud to have leadership like Nino Gallini on their national Commercial Lines team to assist agency partners and their clients in protecting what matters most to them. ♦

Nino Gallini, ARM
Loss Control Director, SE
Foundation Risk Partners
780 W. Granada Blvd.
Ormond Beach, FL 32174
Safety@FoundationRP.com
Cell 407.635.7488 Fax
386.868.3480 FoundationRP.com



FOUNDATION RISK PARTNERS

LOSS CONTROL & SAFETY

CUSTOM PLATFORM

Developing a Loss Control & Safety Program can seem daunting, but it doesn't have to be. The team of experts at Foundation Risk Partners take the time to get to know you and to conduct data-driven analyses so that the best safety program solutions are tailored to meet your unique needs. Measuring employee morale, incident occurrences and productivity are just a few examples of the metrics assessed and impacted by customizing a safety program. As a full-service independent agency, the professionals at Foundation Risk Partners are focused on providing strategic solutions based on collaboration and excellence, no matter where you are in the U.S.

Loss Control Services

- ◆ On-Site Consultation Services
- ◆ Web-Based Services including Web Training & Virtual Site Evaluations
- ◆ Assistance with Fleet Management

Stay in Compliance

Gain confidence with OSHA compliance as we assist with facility inspections, OSHA 300 Log record keeping, rules, regulations, standards, updates and more.

Potentially Reduce Cost

We can help you potentially reduce cost with an effective loss control action plan.

- ◆ Evaluations of current Programs, Policies and Procedures
- ◆ Statistical analysis of workers' compensation losses, OSHA 300 Logs and Loss Runs
- ◆ Identification of problem area
- ◆ Review of experience modifiers for accuracy

In-House Claims Department

- ◆ 24/7 Rapid Response Claims Delivery
- ◆ Over 35 years of combined claims

Reduce Your Mod

- ◆ Reduce the number and severity of workers' compensation claims through safety programs in the workplace.
- ◆ Assistance and training in the development and organizational structure of a safety committee.
- ◆ Ensure injured employees return to work sooner with our resources for creating effective return to work programs
- ◆ Use our supervisory training materials and other resources to improve effective safety protocols.

Risk Management Services

- ◆ Claims Prevention & Risk Review
- ◆ Financial & Data Presentation Tips
- ◆ Progressive Online Safety Support
- ◆ Contract Review

CONTACT US

Nino Gallini, ARM, Loss Control Director, Southeast
Safety@FoundationRP.com | 407.635.7488 | License #0M93299
780 W Granada Boulevard, Ormond Beach, FL 32174
FoundationRP.com



ZYWAVE LEARNING MANAGEMENT SYSTEM



Take advantage of an innovative Learning Management System, delivering high-quality, on-demand courses. All courses feature easy to understand, professionally produced training content with interactive quizzes. In addition, many courses are available in English and Spanish, and all courses are mobile friendly. All of these features allow for a quality, engaging learning experience.

Features Include:

- Mobile-ready so learners can complete training courses anytime, anywhere
- Set up your employees in minutes
- More than 150 training courses available, including sexual harassment prevention and workplace safety courses
- Provide separate courses to employees, managers or other groups you create
- Easy-to-use dashboard allows for simple tracking of employee course completion
- System issues certificates of completion per course for each employee

ZYWAVE LMS COURSE LIST

Chemical & Environment Safety

- Stormwater Pollution Awareness for Employees

Construction Safety

- Caught-Between Hazards: One of Construction's Fatal Four (English)*
- Caught-Between Hazards: One of Construction's Fatal Four (Spanish)*
- Cold Stress Prevention for Construction Employees*
- Crane Signal Person Basic Training for Construction Employees
- Crystalline Silica Safety for Construction Employees (English)
- Crystalline Silica Safety for Construction Employees (Spanish)
- Fall Hazards: One of Construction's Fatal Four (English)*
- Fall Hazards: One of Construction's Fatal Four (Spanish)*
- Hand And Power Tool Safety In Construction Environments (English)
- Hand And Power Tool Safety In Construction Environments (Spanish)
- Industrial Crane Safety

- Personal Fall Arrest Systems Training for Construction Employees (English)*
- Personal Fall Arrest Systems Training for Construction Employees (Spanish)*
- Safety Orientation for Construction Employees*

Coronavirus Prevention & Response

- COVID-19: Staying Safe at Work for Employees*
- COVID-19: Staying Safe at Work for Managers*
- Remote Employees: Safety, Health and Security*

Cybersecurity

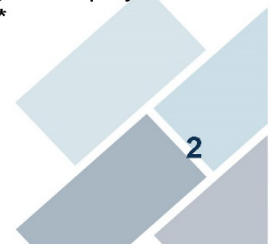
- Data Privacy & Information Security*
- End User Cyber Security Fundamentals Series – Browsing
- End User Cyber Security Fundamentals Series – Mobile Devices

Diversity & Ethics

- Common Sense & Critical Thinking: Tolerance, Diversity & Stereotypes
- Discrimination & Workplace Sensitivity
- Diversity & Inclusion Training for Employees*
- Workplace Code of Conduct*



* Denotes that course has closed captioning or built-in transcript available.



ZYWAVE LEARNING MANAGEMENT SYSTEM



Drugs & Alcohol

- Drugs and Alcohol in the Workplace (English)*

Employee Success

- Common Sense & Critical Thinking: Mental & Physical Health
- Communicating Effectively
- Customer Service: Difficult
- Customers
- Customer Service: How to Excel
- Customer Service: Skills Required
- Mastery of Self-Awareness
- Sleep Management Techniques for Employees*
- Social Media Behavior*
- Stress Management Techniques for Employees

Ergonomics

- Adjusting Workstations & Postures
- Back Injury Prevention Tips for Employees (English)*
- Back Injury Prevention Tips for Employees (Spanish)*
- Ergonomics Basics for Employees*
- Industrial Ergonomics for Employees
- Lifting Safety for Employees*
- Material Handling Safety for Employees (English)
- Material Handling Safety for Employees (Spanish)

Fiduciary Basics

- Fiduciary Basics - Defined Benefit
- Pension Plans
- Fiduciary Basics - Health Plans (English)
- Fiduciary Basics - Health Plans (Spanish)
- Fiduciary Basics - Retirement Plans

Fire Safety

- Fire Extinguisher Tips for Employees*
- Fire Prevention & Response Tips for Employees
- Fire Prevention Tips for Hot- Work Employees*

- Fire Safety for Industrial Employees*
- Fire Safety for Office Employees

General Workplace Safety

- Accident Investigation Techniques for Managers
- Compressed Air Safety for Employees*
- Compressed Gas Cylinder Safety for Employees
- Electric Shock Prevention Tips for Employees
- Electrical Safety for Non-Electrician Employees*
- Electrical Safety Related Work Practices and the 2021 NFPA 70E for Electrical Workers*
- Emergency Response (English)*
- Emergency Response (Spanish)*
- Emergency Response Tips for Employees*
- First Aid Response for Employees
- Good Housekeeping Tips for Employees (English)*
- Good Housekeeping Tips for Employees (Spanish)*
- Heat-Related Illness Prevention for Employees (English)
- Heat-Related Illness Prevention for Employees (Spanish)
- Ladder Safety for Employees*
- Office Injury Prevention for Employees
- Safety Awareness for New Employees (English)*
- Safety Awareness for New Employees (Spanish)*
- Safety Essentials for New Employees (English)*
- Safety Essentials for New Employees (Spanish)*
- Safety Responsibility for Employees*
- Slip, Trip & Fall Prevention for Employees (English)*
- Slip, Trip & Fall Prevention for Employees (Spanish)*
- Top 10 Causes of Workplace Injuries
- Utility Knife Safety for Employees*
- Walking & Working Surface Safety for Employees*
- Winter Walking Safety for Employees*



* Denotes that course has closed captioning or built-in transcript available.



ZYWAVE LEARNING MANAGEMENT SYSTEM



Hazard Communication & GHS

- Hazard Communication & GHS Training for Employees*

Health Care Safety

- Back Safety for Health Care Employees

Hiring & Termination

- Interview Compliance & Fair Hiring

Labor & Privacy Compliance

- HIPAA Compliance for Managers and Employees*
- Wage & Hour Training – California
- Wage & Hour Training - Fair Labor Standards Act

Manager Success

- ADA Americans with Disabilities Act*
- Conflict Resolution
- Discipline in the Workplace
- Employment Law Training – The Essentials for Managers*
- First -Time Manager Tips
- HR Compliance Essentials for Managers*

OSHA Compliance

- Bloodborne Pathogen Awareness for Employees*
- Confined Space Entry Tips for Employees
- How to Avoid OSHA's Top 10 Violations
- Lockout/Tagout Steps for Employees (English)*
- Lockout/Tagout Steps for Employees (Spanish)*
- Machine Guarding & Operation Safety for Employees*
- Personal Protective Equipment (PPE)
- Eye Injury Prevention Tips for Employees*
- Hearing Loss Prevention Tips for Employees

Personal Protective Equipment (PPE)

- Eye Injury Prevention Tips for Employees*
- Hearing Loss Prevention Tips for Employees

- Personal Protective Equipment (PPE) Overview for Employees*
- Respiratory Protection Tips for Employees (English)
- Respiratory Protection Tips for Employees (Spanish)
- Respiratory Protection Training for Employees*

Powered Industrial Trucks & Aerial Lifts

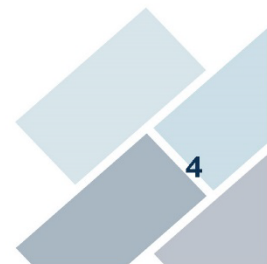
- Ensuring Safety Around Forklifts*
- Forklift Operation Tips for Employees
- Forklift Operator Certification Series: Classification, Refueling & Recharging*
- Forklift Operator Certification Series: Loading & Operation*
- Forklift Operator Certification Series: Operator Training & Pre- Operational Inspection*
- Forklift Operator Certification Series: Stability*
- Mobile Elevating Work Platforms*
- Safe Use and Operation of Order Selectors*
- Supported Scaffolding Safety In General Industry And Construction Environments (English)
- Supported Scaffolding Safety In General Industry And Construction Environments (Spanish)

Transportation Safety

- Defensive Driving Tips for Transportation Employees (English)
- Defensive Driving Tips for Transportation Employees (Spanish)
- Distracted Driving Prevention for Transportation Employees*
- DOT Training: HAZMAT Security Awareness
- Texting & Driving Prevention for Transportation Employees
- Winter Driving Tips for Transportation Employees



* Denotes that course has closed captioning or built-in transcript available.



ZYWAVE LEARNING MANAGEMENT SYSTEM



Workplace Harassment & Violence

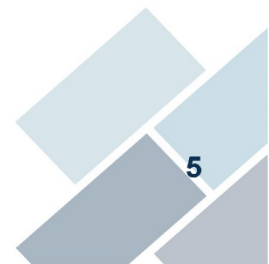
- Active Shooter Attack Survival Training for Employees (English)
- Active Shooter Attack Survival Training for Employees (Spanish)
- Anti-Bullying Training for Employees*
- Preventing Workplace Violence for Employees*
- Preventing Workplace Violence for Managers*
- Responding to Complaints*
- Sexual Harassment Prevention Training for Employees (English)*
- Sexual Harassment Prevention Training for Employees (Spanish)*
- Sexual Harassment Prevention Training for Managers (English)*
- Sexual Harassment Prevention Training for Managers (Spanish)*

State Specific Workplace Harassment & Violence Trainings:

- California
- Connecticut
- Delaware
- Illinois
- International
- Maine
- New York
- Washington



** Denotes that course has closed captioning or built-in transcript available.*





Risk Management Center

Comprehensive Risk Management, Employee Safety and Compliance Platform

Help protect your company with the Risk Management Center, a unique web-based software suite of safety and risk management tools designed to empower your organization's risk prevention efforts.

The Risk Management Center allows you to reduce risk and improve workplace safety by creating effective risk mitigation programs. It is easy to access and use, and provides a cost-effective risk reduction and safety center for your entire organization.

The Risk Management Center is right for any organization that wants to proactively manage risk exposures to reduce claims, losses, and associated costs.



Safety Library

Access a database of document templates and training courses, created to help companies mitigate risk and reduce losses.



Online Training

Deliver employee safety training efficiently and effectively.



Incident Management Tools

Automate safety audits, field inspections, and corrective action reporting while complying with OSHA reporting requirements.



HR Compliance Solutions

Access HR best-practice templates, training, news alerts, and expert advice.

MORE INFORMATION

To learn more, or sign up for a no-obligation webinar, contact your platform provider or KPA Client Services at 503-766-6063 or software.support@succeedms.com.

Risk Management Center

Tools to Enhance Your Compliance



COI Track

Manage the Certificate of Insurance (COI) process and ensure your business is protected from unexpected liability.



Incident Track

Report claims and reduce incidents. Track employee injuries and related time off of work, conduct incident analyses, and run OSHA 300 Logs.



SDS Track

Comply with the new Globally Harmonized System.



Audit Track

Create audits, surveys, questionnaires, and self-assessments.



HR Essentials

Achieve HR compliance, enabled through online educational materials, an HR & Benefits library, and access to on-demand experts.



BBS Track

Cultivate a safety culture throughout your organization with a Behavior-Based Safety (BBS) Program. Ensure employees are doing their jobs safely.



Safety Observation Track

Perform and track safety observations and demonstrate job compliance.



Job Description Track

Build job descriptions that clearly communicate employee responsibilities and job-related health and safety requirements.



Training Track

Automate your entire employee training process. Schedule, track, and document training with a database of training titles.



Online Risk Management Library

Access a multitude of bilingual risk management documents and resources.



Loss Control Inspection Services

Attain certified experts to analyze current workplace conditions and environmental waste disposal programs, conduct on-site training, and assist with the management, tracking, and reporting of compliance issues.

Let's get in touch. For more information, please contact:

Name: Nino Gallini
Title: Loss Control Director
Company: Foundation Risk Partners
Phone Number: 407-635-7488
Email: ngallini@foundationrp.com
Website: <https://foundationrp.com/>

2

Cyber Services:

This cyber insurance landscape has been trending upwards at an alarming rate for over two years. Most brokers were caught by surprise, due to dedicating less time to a coverage that tends to be lower in premium. This was a mistake that left a lot of clients staring at 50% increases and eroding coverage terms.

Our firm has spent the last 18 months building an internal resource to help our clients respond after a breach, assess their vulnerability pre loss, as well as identify areas of improvement that has allowed our clients to be viewed as a best-in-class risk – and it has insulated them as much as possible from the market pressures currently being felt. We would welcome additional time or space to elaborate on our process.

Cyber Concierge

- Provides real-time claim advocacy
- Submits claims and handles the notification protocols on behalf of the client
- 24/7 access for Q&A
- Legal support during filing, notification, and mitigation process

Information Security Risk Assessment Tool

- The foundation for developing and implementing your WISP
- Assessment is based on the ISO 27000 Security Framework Standard
- Annual assessments are guided and reviewed by information security professionals
- Assessment answers are entered and retained online
- Compliance deficiencies that require remediation are identified, maintained, and managed online

Remediation Prioritization

- Recommendations for remediation prioritization based upon assessment findings
- Easy visibility and continuous management of remediation priorities

Information Security Policies

- Complete set of enterprise-quality information security policies
- Policies that can be downloaded, adapted, and uploaded again to the portal for central distribution and viewing online
- Online access to policies for employees

Service Provider/Business Associate Management

- Enables you to survey any and all service providers/business associates regarding their critical information security capabilities
- Addresses regulatory and contractual requirements
- Survey results are color coded based on severity and delivered via an online dashboard for quick and easy monitoring of the WISP status of your vendor network

Tab 5

**3.2.6 Experience and
Qualifications**

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

Foundation Risk Partners Corp. has been in business since 2017 (8 years).

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.

We Speak "City"

Acentria Public Risk is a specialty division that exclusively serves Florida's public entities. We provide cost effective solutions to meet the diverse insurance needs of Florida's governmental entities, including municipalities, counties, schools, special districts, and authorities. Our leadership has served both in local and state level government and our staff are subject matter experts in public sector insurance.

We speak "City" and draw from our experience from other public agencies to better serve you. We were built from the ground up to exclusively serve Florida public agencies, and our team is dedicated to public sector risk and employee benefits consulting. This focus was by design, as the nuances of local government and the risks/benefits local public agencies face are truly unique to not only government, but Florida government. Our team lives, eats, and sleeps Florida public entity and we love what we do.

At Acentria Public Risk, our focus is and always will be putting the needs of our clients first. We are a performance-based company that focuses on serving those that serve others within our areas of expertise. When it comes to public entities, we believe we offer a different approach than our competitors in that we understand not only the nuances of public sector brokerage, but also how to create and optimize insurance programs that drive real results.

Our data driven approach starts with an audit to glean insights from your current program, so that we can understand where you are today. This discovery period allows the data to dictate the process. Then we will learn what your needs are and develop a strategy around The City's tolerance to risk. After we understand the needs and tolerance to risk, we will develop a go-to market strategy that is proactive and considers all viable markets. This includes our extensive experience and relationships with Florida public entity pooling, and the independent risk placement markets (IRP).

The ability to create deal tension and leverage market participation amongst traditional insurers utilizing our partnerships in public entity pooling has created significant solutions for our clients. This is, in part, our differentiating factor. It has led to what our team is best at accomplishing for our clients, which is to create deal tension between the most innovative and competitive markets to yield a better outcome for coverage terms and pricing.

In summary, our client first approach is holistic in nature, led by subject matter experts, driven by data, audited for key performance indicators, and managed locally by a dedicated local services coordinator who has a vested stake in providing the very best outcome for the local community.

Acentria's Unique Value Proposition

Brokerage

- Only broker in Florida to have access to 4 Florida public sector insurance pools.
- Strategic partnership with the Florida League of Cities program; Florida Municipal Insurance Trust
- Fully transparent pricing
- Consults largest private property owner in world-Blackstone, Inc.
- Developed real estate asset data management policy for Blackstone's \$91billion TIV, 93,000 locations across the world, including one of the largest captives in the world.
- Designed and established a \$4 billion TIV property tower for 4 Public School Districts
- Unrival ability to create deal tension and lower costs
- Represent every public sector insurer
- Independent & agnostic-we do not own any intermediary/wholesale brokers or Third-Party Administrators (TPA's)
- Dedicated flood division for audits of property schedule and rate 2.0 mapping audits
- Saved on average, 16.7% or \$2,877,000 for our clients just since 2019 by utilizing both Florida Self Insurance Pools and traditional commercial markets to optimize negotiation and drive deal tension for lowering costs.

We Speak "City"

- Public sector team has served in both State and City government
 - Governor's Office
 - Mayor of Royal Palm Beach
- Director of Member services of Florida League of Cities sponsored Florida Municipal Insurance Trust
- Developed largest property asset recovery program for over 200 Cities in Florida
- Provided risk management programs to over 500 public entities of all sizes
- FEMA claims, Stafford Act assistance
 - State University System
 - Municipalities
 - Counties
 - School Districts
 - Single purpose special districts
- Team has overseen Florida's 2 largest self-Insurance pools as well as public entity specific brokerage

Extraordinary Customer Service

- Dedicated agent, single point of contact, experienced public sector client services team.
- Extension of staff, supporting City of Opa-Locka Risk Management Team
- Collaborative team approach draws on the strength of each team member
- VIP customer experience
- Service timelines, stewardship reports, and same day call backs (goal is within 4 hours, 24 hrs. max)
- Unlimited decision support for staff, service requests, questions
- 6 Team members assigned to City for extraordinary customer service and built-in service redundancy
- Unlimited availability for onsite meetings, City commission meetings, we serve the City

Claims (in house)

- Work hand in hand with City's chosen insurance defense attorney
- Work hand in hand with City's chosen TPA for fast, efficient claims handling
- Provide claims advocacy and ability to push back on insurers when necessary
- Chief legal officer (attorney) is also a Florida Legislator, keeping us apprised of legislative concerns that may impact our clients and insurance industry.
- VP of claims (attorney) heads up claims division and claims team who act as liaison to insurer claims adjuster.
- Employment & labor issues
- Contract review & Disaster Response

Loss Control, Risk Management, & Client Resources Portal (in house)

- Loss control platform and specialist assigned to City
- Creating and fostering a culture of safety
- Improve safety, deliver actionable advice
- Loss control plan customized to City
- Director of Risk Management assigned to City
- Policy language audit and gap analysis
- Web based training, fleet maintenance, OSHA compliance, facility inspections, learning tools, analytics and more
- Cyber Concierge including legal support, assessments, and best practices following a claim
- Industry leading client resource portal
- HR Hotline staffed by HR professionals
- Learning Management System, including over 150 training courses (mobile ready) at no additional cost to the City

Data Analytics "*Data Dictates the Process*" (in house)

- Director of Risk Management that manages Blackstone's data assigned to City
- Coordination of independent 3rd party property appraisal and key data points
- Collection and data set organization (making data meaningful to the client)
- Utilizing data to determine true exposures, secondary underwriting factors for modeling and benchmarking
- Probable Maximum Loss (PML), Wind Modeling (FEMA accepted) pre scrub vs. post scrub
- Risk66 to analyze loss data
- LORAN graphical analysis of claims (what if scenarios for historical retention levels)
- Property insurance data review and augmentation

Property Program Experience

Lead: Alan Florez, EVP

The Acentria Public Risk team has extensive experience in the design and implementation of property insurance programs. This experience also extends to the recovery process including FEMA coordination of insured losses. Success stories and experience includes:

- Established a dedicated property insurance tower of insurance that includes 4 School Districts within a large public entity insurance trust.
- Established a dedicated Recovery Management program that coordinates recovery and insurance claims for public entities that also includes FEMA coordination.
- Analysis of data quality to ensure accuracy of modeling results and potential risk in catastrophic events.
- Utilization of accurate modeling data to improve/reduce insurance spend.
- Utilization of Parametric insurance markets to eliminate property policy coverage gaps and reduce retained risk.
- Utilization of Capital Markets to increase potential capacity of re-insurance.



Auto & Liability Program Experience

Lead: David Lodwick, CRM, CIC

The Acentria Public Risk team will assist City staff through the analysis of previous losses and the proactive coordination of various Risk Control strategies and training. The team additionally can support the City's Risk Management team with claims assistance and advocacy through both our Legal Staff and Risk Management specialists.

Experience:

- Assisted multiple municipalities in increased Risk Control training schedules in areas such as Active Shooter training and Employment issues including Harassment and Diversity training modules.
- Assisted large municipalities in determining the correct risk retention strategies to minimize the total spend for claims and insurance.
- Expanded contractual risk transfer opportunities through contract reviews and reduced liability exposure to municipalities.

Master Builders' Risk Program

Disaster Recovery

Catastrophe Modeling & Analysis

Data Quality Analysis

Claims Coordination & Advocacy

Multiple Carrier Program Structure

Individual Risk Placement

Pooled Risk Placement

Risk Retention Analysis

Cause of Loss analysis

Coordination of Risk Control
w/ Cause of Loss

Risk Retention Strategies

Claims Advocacy

Workers' Compensation Program Experience

Lead: David Lodwick, CRM, CIC

The Acentria Public Risk team has extensive experience with assisting large municipalities in the comprehensive analysis and design of cost effect workers compensation programs. Success stories include:

- Assisted a County Sheriff in implementation of an outcome-based physician network for treatment of workplace injuries and exposures.
- Assisted a municipal pool with implementation of an improved in-hospital discount program to reduce large workers compensation losses.
- Assisted with implementation of anti-fraud detection and training of adjusters and coordination with carrier anti-fraud units to reduce fraudulent public entity workers compensation claims.
- Implemented proactive training programs to reduce the incident rate of workplace injuries.

Employee Training

Risk Control

Risk Retention Analysis

Fraud Detection & Investigation

Risk Retention Strategies



Legal Support & Advocacy

Lead: Debbie Tappin, Vice President
of Claims Services

Sovereign Immunity

Contractual Risk Transfer
& Contract Review

Labor & Employment
Issues

Review of Claims Settlement
Recommendations

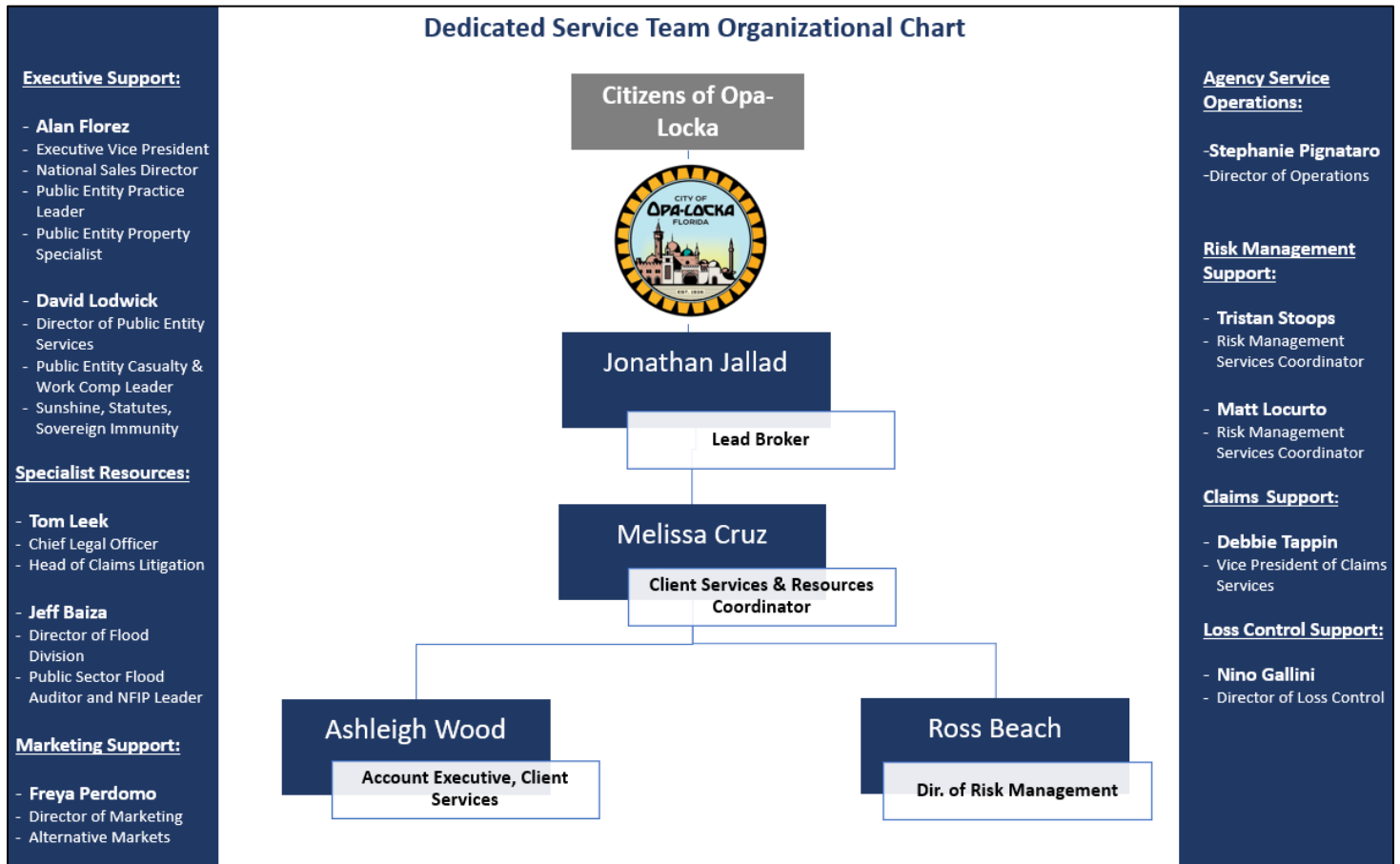
Review of Compensability
Claims

The Acentria Public Risk team relies on the assistance of a very well credentialed and experienced legal team in the area of insurance contract reviews, contractual risk transfers, sovereign immunity, employment & labor issues and review of compensability of claims. This expertise makes our team effect in claims advocacy for our public entity clients.

- In conjunction with the Florida Municipal Insurance Trust, our staff provides the most pertinent legislative and legal updates to our public entity clients on an ongoing basis.
- Counsel is provided by attorneys with experience as claim supervisors for the largest insurance carriers in the world including ACE & ASIC
- Our legal team has specific municipality experience for current clients as well as in the past while in private Practice:
 - **St John's County School District:** Tom Leek served as Outside Chief Litigator and provided Employment Training for 20+ years
 - **City of Niceville:** Works with City attorney regarding compensability issues
- Legal team is led by an attorney with 25 Years of providing expert of practicing in Employment Labor Law

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

Please see resumes for all key personnel on the following pages:





Name of Member: Jonathan Jallad, CLCS
Office Address & Telephone Number: 407-775-7350
919 Lake Baldwin Lane, Suite A
Orlando, FL 32814
Formal Education: B.A. from University of Central Florida
Licenses Maintained in Florida: 2-20 Resident General Lines Insurance Agent
Years of Commercial Lines Experience (Florida): 12+ Years
Professional Designations: CLCS
Professional Memberships: Central FL PRIMA, FCCMA

Employment History:

- Foundation Risk Partners Public Entity Services/Acentria Public Risk | 2021 - Current
 - Vice President-Sales Leader for Public Risk
 - Responsible for all public entity new sales for the State of Florida- Property & Casualty and Employee Benefits, developing and maintaining carrier relations, governmental relationships, agent recruitment and executing our strategic growth plan.
- LSJ Insurance Agency, Inc. DBA ISU Jallad Insurance Services | 10 Years
 - Founder/Owner, Vice President, and Sales Producer for Public Entity Insurance. Responsible for new sales, customer management/experience, risk management brokerage and advisory
- Accredited Surety and Casualty Company, Inc. | 3 Years
 - Assistant Vice President, Bail Marketing
 - Responsible for recruiting agents and maintaining the book of business nationwide working directly with the Vice President of Marketing.

Current Job Responsibilities:

In Jonathan's current role, he is responsible for the growth and operation of FRP Florida Public Entity Services (Employee Benefits & Property, Casualty & Risk Management). In addition to the supervision of sales and service, Jonathan acts as primary broker to his public sector clients which include municipalities, schools, utilities, and special districts. He also assists with carrier relationships, program development, design and placement stewardship and negotiation to all FRP's public entity clients.

Expected Job Responsibilities for the City's Insurance Program:

Jonathan is team leader and has overall responsibility for the City's program. He oversees the service team and execution of the scope of services. Jonathan will manage the design, negotiation, and placement of program as well as manage the administration of program after placement. He will support and execute the City's strategic risk management and financial goals in coordination with City staff. Jonathan is available to attend claims meetings, insurance committee meetings, and City council meetings, as needed.



Name of Member: Melissa V. Cruz-Rodriguez, AAI, CRIS
Office Address & Telephone Number: 3750 NW 87th Avenue Suite 700.
Doral, FL 33178
Ph. 305-951-1954
Formal Education: Miami Dade College (AA)
Licenses Maintained in Florida: 2-20 Resident General Lines Insurance Agent
Years of Commercial Lines Experience (Florida): 33 Years
Professional Designations: Accredited Adviser in Insurance (AAI)
Construction Risk and Insurance Specialist (CRIS)

Employment History:

- Foundation Risk Partners Property & Casualty Services/Acentria P&C | 2022 - Present
 - Vice President-Sales Leader for Property & Casualty South Florida
 - Responsible for Property & Casualty new sales and specializing in high-risk property and casualty insurance for developers, contractors, commercial property owners throughout tri-county and other states (Georgia and Texas)
 - Developing and maintaining carrier, lender, and client relationships
 - Leverage FRP/Acentria National network and technology for client growth and retention
 - Implementing CCIP/OCIP/Captive and Builders Risk for medium to large projects throughout different States
 - Mentor junior agents and support business development initiatives
- Serrod Insurance Agency – Founder & Principal Agent | 2009 -2022
 - Founded/Owned successful Independent Insurance Agency
 - President, and Sales Producer for Property & Casualty and High Networth Clients. Responsible for new sales, managing employees while building a strong portfolio of contractors, property owners, and manufacturers, medical and environmental book of business
 - Managed agency daily operations, client relationships, and carrier partnerships
- Collinsworth, Alter, Fowler & Dowling | 1999 – 2009 – Account Executive and Sales
- HBA Insurance Group, Inc | 5+ years Account Manager Ocean Cargo; P&I / Personal Marine Division

Current Job Responsibilities:

As a 2-20 Licensed Property & Casualty Insurance Agent with over 33 years of industry experience, Melissa leads the growth and operational strategy of Acentria's South Florida Construction Division, specializing in Property, Casualty, and Risk Management. She oversees her unit with exceptional leadership, marked by a steadfast commitment to delivering optimal results for her clients. Melissa is recognized for her professionalism, drive, and deep dedication to client advocacy, consistently ensuring comprehensive risk protection. Her passion for the insurance field is both evident and contagious—motivating and mentoring the next generation of industry professionals. With an energetic approach and a relentless work ethic, Melissa stands out as a trusted advisor and industry leader.



Name of Member: Alan Florez
Office Address & Telephone Number: 386-455-0128
780 W. Granada Blvd.
Ormond Beach, FL 32174
Formal Education: B.S. from University of Central Florida
Licenses Maintained in Florida: 2-20 Resident General Lines Insurance Agent
Years of Commercial Lines Experience (Florida): 15+ Years

Employment History:

- EVP, Member of the Executive Committee for Foundation Risk Partners | 2017 - Current
- Brown and Brown of Florida, Inc. | 2005 - 2016
 - EVP, Brown & Brown of Florida, Daytona Beach Retail Office
 - Head of the largest retail office for Brown & Brown
 - EVP, Public Risk Insurance Agency
 - Head of the largest public entity retail specialist in the State of Florida
 - Broker for the first two largest School Districts of the PGIT School Board Tower
 - Presentation & Team Leader for the acquisition of the State Risk Management Trust Fund
 - Creation of the State University System, Master Builder's Risk Insurance Program
 - Account Executive
- Director of Legislative Affairs and Special Assistant to Governor Jeb Bush | 2001 - 2005

Philanthropic & Business Organizations:

- Former Member of the Board of Trustees – University of Central Florida, UCF
- Former Member, Board of Directors of the UCF Foundation
- Former Member, Board of Directors, Futures Foundation for Volusia District Schools
- Member, Board of Directors, Daytona Regional Chamber of Commerce
- Member, The Florida Council of 100
- Member, Halifax Health Board of Commissioners

Current Job Responsibilities:

In Alan's current role, he is responsible for the growth and operation of Foundation Risk Partners globally. In addition to the supervision of sales and service, Alan assists with carrier relationships, program development, design and placement stewardship and negotiation to all FRP's public entity clients.

Expected Job Responsibilities for the City's Insurance Program:

Large property practice leader, Alan will help lead the design of the property brokerage and placement in conjunction with Jonathan Jallad, David Lodwick, and Ross Beach. Alan will lend his experience in personally placing over \$5B of property insurance for public entities as a broker to assure optimal pricing, terms, and conditions.



Name of Member: David Lodwick, CRM, CIC
Office Address & Telephone Number: 386-281-3791
780 W. Granada Blvd.
Ormond Beach, FL 32174
Formal Education: B.S. in Chemical Engineering from The Ohio State University
Licenses Maintained in Florida: 2-20 Resident General Lines Insurance Agent
Years of Commercial Lines Experience (Florida): 30+ Years
Professional Designations: CIC, CRM
Professional Memberships: PRIMA

Employment History:

- Director of Trust Services, Florida League of Cities | 9 Years
 - Assisted with the excess placement and negotiation for a \$100M in premium insurance program.
 - Provided supervision of claim services.
 - Assisted members with retention levels and program structure.
 - Directed Disaster Recovery Symposiums to train staff.
 - Consulted and provided guidance to improve property schedules and values to improve the Probable Maximum Loss results for several members.
- Partner, Insurance Offices of America | 15 Years
- Mayor of Royal Palm Beach | 17 Years
- Chairman, Board of Directors, Florida Municipal Insurance Trust | 5 years

Current Job Responsibilities:

David serves in multiple roles for the Foundation Risk Partners team. David deploys his extensive knowledge in pooled insurance structures, public entity coverages, claims, and loss control to guide the development of the public entity practice and ensure a best-in-class program for each of our clients. As a former mayor, David is also an expert in Sunshine Law and the Stafford Act. As a leader within the Florida League of Cities, David was tasked with providing industry insight and risk management presentations/information for all their members. This knowledge is invaluable as we navigate the insurance marketplace for our clients and assist with best practices, placement/design, as well as risk mitigation strategies.

Expected Job Responsibilities for the City's Insurance Program:

Mr. Lodwick will be assisting in claims management, risk management guidance, and development. In addition, he will continue to push our organization to be on the forefront of emerging trends among public entities in the state of Florida. David is uniquely qualified in evaluating the City's program. His knowledge of reinsurance, excess markets, capital markets and how they are utilized to provide individual risk placement coverage and how they form the structure of pooled risks will provide a sophisticated and best in class recommendation to the City. This background assisted in the placement of the largest pool in the State of Florida for municipalities and for the preparation of a captive analysis for a \$90B property portfolio.



Name of Member: Ross Beach, ARM-P
Office Address & Telephone Number: 386-281-3769
780 W. Granada Blvd.
Ormond Beach, FL 32174
Formal Education: B.S. in Biology/Pre-Med from Armstrong Atlantic State University
Licenses Maintained in Florida: 2-20 Resident General Lines Insurance Agent
Years of Commercial Lines Experience (Florida): 10+ Years
Professional Designations: ARM-P

Employment History:

- Director of Risk Management and Public Entity Specialist, Foundation Risk Partners | 2018 - Current
 - Under the deadline of a two-month timeline, Ross led a data project for the consolidation of 22 insurance placements for 12 brokers representing \$90B in TIV in Origami RMIS. This data is currently being utilized to create a Captive for a large publicly traded company.
 - Serves as the account management point of contact for the public entity practice serving 3 regions and 17 public entity professionals throughout the State of Florida.
- Manager, Community Insurance Services, Brown and Brown of Florida in Daytona Beach | 2 Years
- Commercial Insurance Advisor, Brown and Brown of Florida | 4 Years

Philanthropic & Business Organizations:

- Past Member of The Board of Directors for the Ormond Beach Chamber of Commerce
 - Tasked with continuing to lead the chamber in driving economic activity and stability in Ormond Beach, FL.

Current Job Responsibilities:

Ross facilitates the deployment and implementation of all resources and services to ensure proper stewardship and management of daily administrative services. Ross' responsibilities include engaging our in-house risk and safety specialist, overseeing of claim resolution, measuring deliverables of account management, performing policy reviews, and satisfying carrier requirements for administration of policies and renewals.

Expected Job Responsibilities for the City's Insurance Program:

Ross will provide the exact job responsibilities described above to ensure the proper execution of the design and placement phase and the post placement administrative tasks. He will ensure best practices for the public sector team on program design. His depth and understanding of big data, analytics and risk modeling will be utilized throughout the relationship with the City.



Name of Member:

Debbie A. Tappin

Office Address & Telephone Number:

850-424-2718

780 W. Granada Blvd.

Ormond Beach, FL 32174

Formal Education:

B.A. in Political Science, University of Michigan

J.D. Albany Law School of Union University

Licenses Maintained in Florida:

All Lines Resident Adjustor

Employment History:

- Foundation Risk Partners I Ormond Beach, FL
 - Vice President of Claims
 - In this role, Debbie oversees a team of claims analysts advocating for our clients. This role includes legal and claims expertise regarding compensability, coverage applicability, claims reporting/review, and all other aspects of our client claim advocacy.
- Citizens Property Insurance Corp I Tampa, FL
 - Independent Claims Consultant
- State Farm I Bloomington, IL
 - Independent Claims Consultant
- American Safety Insurance Company I Atlanta, GA
 - Claims Manager
- Bridgeworks Commercial Management I Tucker Georgia
 - Client Services Manager
- ACE USA I Roswell, GA
 - Chief Claims Specialist
- Zurich North America Insurance Group I New York, NY
 - Claims Analyst
- American International Group (AIG) I New York, NY.
 - Claims Analyst
- Martin, Clearwater & Bell I New York, NY.
 - Legal Associate
- White, Fleischner & Fino I New York, NY
 - Legal Associate

Current Job Responsibilities:

Debbie assists and oversees claims advocacy for our clients. In addition to this, Debbie's legal background allows her to spearhead insurance contract reviews, contractual risk transfers, sovereign immunity, employment & labor issues, and review of compensability of claims.

Expected Job Responsibilities for the City's Insurance Program:

Debbie is expected to service within the same role for the City, if selected.



Name of Member: Ashleigh Wood
Office Address & Telephone Number: 386-317-4117
780 W. Granada Blvd.
Ormond Beach, FL 32174
Formal Education: B.A. in Psychology from University of Florida
Licenses Maintained in Florida: 2-20 Resident General Lines Insurance Agent
Years of Commercial Lines Experience (Florida): 6+ Years

Employment History:

- Account Manager, Foundation Risk Partners Public Entity Services | 3 Years
- Commercial Lines Technical Assistant, Brown and Brown of Florida | 3 Years

Current Job Responsibilities:

Ashleigh manages all day-to-day requests including but not limited to certificates of insurance, providing documents, processing changes, coverage discussions, and all other administrative services. Ashleigh's responsibilities also include reviewing policies, quoting additional policies, tracking renewal progress, transactional items, and ensuring any needed items are taken care of.

Expected Job Responsibilities for the City's Insurance Program:

Ashleigh will serve within her current responsibilities as described above providing Jonathan Jallad, Melissa Cruz, and Ross Beach reliable and prompt service for all account management needs of the City.

Tab 6
3.2.7 Schedule

Schedule First Risk & Safety Meeting		Annual Planning with Loss Control	Bind Coverage	Policy Delivery	Ongoing Risk Management Support	Renewal Process
Action Date:		Main Objective:				
☐	Post Renewal	<u>Schedule First Risk & Safety Meeting</u> Meet with the City Staff to present results & recommendations, including: - Utilizing loss data, we will work with the City and Risk and Safety Consultant to build a training schedule for the following year - Meet with Department heads to discuss individual needs, and on-site training - Demonstrate the use of online classes and library to ensure optimal use of the free resources available to the City - Identify any needs outside of those currently available and source resources to fill those needs				
☐	30 Days Before Renewal	<u>Annual Planning with Loss Control</u> Introduce the City Staff to Loss Control team and implement procedures as Hurricane season begins: - Perform asset valuation to GIS code all locations - Discuss the City's Coop plans to identify critical assets and materials - Identify local vendors to use if a loss occurs - Familiarize the City with the fully integrated app for loss identification - Identify any specialized building materials, to speed recovery should damage occur - Assess generator and portable needs in the event of power loss and significant damage and temporary displacement				
☐	0-30 Days from Renewal (After Approval)	<u>Bind Coverage</u> Bind coverages as requested with selected carriers - Prepare temporary binders of coverage and present binders to the City Staff - Notify all other carriers that were not selected of the options and carriers chosen				
☐	0-30 Days After Renewal	<u>Policy Delivery</u> Deliver accurate Policies copies once issued by carrier - Acentria Public Risk will receive policies from carriers and review for accuracy - Acentria Public Risk will request endorsements for any discrepancies and notify the City - Acentria Public Risk will deliver policies once received and reviewed within 30 days				
☐	Ongoing	<u>Ongoing Risk Management Support</u> Meet and exceed all aspects of the requested Scope of Services provided by the City, including: - Loss Information: Quarterly and at will reports/meetings as requested - Staff Availability: The staff presented to the City is the staff that will provide service to the City. We endeavor to act as an extension of your staff and are always available for in person meetings and through email and phone. All changes to staff are to be approved by the City - Board Meeting Attendance: We are available throughout the year as needed - Monitor & Report - Current state of the market: We aim for quarterly updates, including more frequent risk mitigation information and communications through your carriers. - Insurance Contract Review & Certificates: We understand this is a requirement within the Scope of Services and plan to provide this function on an ongoing basis - TPA Coordination: We are available throughout the years as the City and the TPA see fit. Our involvement with the TPA allows us to better market the insurance program, understanding physician network, etc. - Establish additional Risk Services to be provided to the City; through insurers, our staff, additional vendors if needed - Performance Guarantees: We plan to provide quarterly updates and discussion with the City; with an annual report included in renewal proposals				
☐	150 Days Before Renewal	Begin renewal process for 2025-2026				

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

We affirm that we will be able to start immediately upon City Council award.

Tab 7

3.2.8 Pricing of Services

Price Proposal Form

PRICE PROPOSAL FORM

Agent of Record fees will be paid by:

City of Opa-locka X

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: \$\$95,000

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

SUBMITTED

THIS 12th DAY OF May 2023.5

BID SUBMITTED BY:

Foundation Risk Partners Corp. dba Acentria Public Risk

Company

386-999-0001

Telephone Number

Ross Beach

386-777-2819

Fax Number

Name of Person Authorized to Submit
Bid

Ross Beach

Signature

rbeach@foundationrp.com

Email Address

Director of Risk Management

Title

Tab 8
3.2.9 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.

Client Name	City of Apopka
Description of Project	Perform as agent to place insurance contracts, assist with claims reviews, and consult on risk.
Name of contact	Kristi Fixl Funke (Risk Specialist)
Contact Phone Number	407-703-1805
Contact Email Address	kfixl@apopka.net

Client Name	City of Miami Gardens
Description of Project	Perform as agent to place insurance contracts, assist with claims reviews, and consult on risk.
Name of contact	Linda Bass (Risk Manager)
Contact Phone Number	305-622-8000 Ext. 2314
Contact Email Address	lbass@miamigardens-fl.gov

Client Name	City of Fort Myers
Description of Project	Perform function as agent and consult on insurance/risk matters. Negotiated with the FMIT to provide increased property insurance limits of coverage and reduce premiums for the City
Name of contact	Marva Kauth (Risk Manager)
Contact Phone Number	239-321-7065
Contact Email Address	mkauth@cityftmyers.com

Client Name	New Smyrna Beach Utilities
Description of Project	Perform as agent to place insurance contracts, assist with claims reviews, and consult on risk.
Name of contact	Heather Carrizales
Contact Phone Number	386-424-3056
Contact Email Address	hcarrizales@nsbufl.com

Client Name	City of Sebastian
Description of Project	Perform as agent to place insurance contracts, assist with claims reviews, and consult on risk.
Name of contact	Cynthia Watson, MPAIR, PHR
Contact Phone Number	772-388-8222
Contact Email Address	cwatson@cityofsebastian.org

Tab 9

3.2.10 Additional Forms

Proposer Qualifications

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: Foundation Risk Partners Corp. dba Acentria Public Risk

Address: 3750 NW 87 Avenue, Suite 700

City, State, Zip: Doral, FL 33178 Phone/Fax: 386-999-0001

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, indicate:

Date of Incorporation: 1/31/2017 State in which Incorporated: DE

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 2/24/2017

5. Name and Title of Principal Officers

Date Elected:

<u>Charlie Lydecker - CEO</u>	<u>2017</u>
<u>Jeff Leonard - CFO</u>	<u>2020</u>
<u>John Turner - COO</u>	<u>2017</u>
<u>Tom Leek - Secretary/Chief Legal Officer</u>	<u>2017</u>

6. The length of time in business: 8 years

7. The length of time (continuous) in business as a service organization in Florida:
8 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. **Please see references in Tab 8*

9. A copy of County and/or Municipal Occupational License(s) **Please see following page*

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.

Business Tax Receipt



City of Ormond Beach
22 S. Beach Street, Room 104
Ormond Beach, FL 32174
btonline@ormondbeach.org

BUSINESS TAX RECEIPT

Business Name:	FOUNDATION RISK PARTNERS CORP		
Business Location:	780 W GRANADA BLVD MAIN ORMOND BEACH, FL 32174	Mailing Address:	780 W GRANADA BLVD MAIN ORMOND BEACH, FL 32174
Owner:	Nicholas Stietzel		
License Number:	32418	License Type:	Non-Residential
Issued Date:	9/30/2024	Classification:	Business/Professional Offices
Expiration Date:	9/30/2025	Fees Paid:	\$78.75

Attention commercial locations, the following certification applies to all new and renewed business tax receipts:

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand That should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

TO BE POSTED IN A CONSPICUOUS PLACE

Certification Regarding Debarment and Suspension

**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 R B

Printed Name Ross Beach

Drug Free Workplace Certification

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 Ross Beach the
(Name)

Director of Risk Management of Foundation Risk Partners Corp. dba Acentria Public Risk
(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.

5/2/25
Date

R RQ
Signature

City of Opa-Locka Non-Collusion Affidavit

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Ross Beach being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Agent
(Owner, Partner, Officer, Representative or Agent) of
Foundation Risk Partners Corp. dba Acentria Public Risk 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:

[Signature]
Witness

Witness

By: [Signature]
Signature

Ross Beach - Director of Risk Management
Print Name and Title

Non-Discrimination Affidavit

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: Ross Beach R B

Title: Director of Risk Management

Sworn and subscribed before this

2nd day of May, 2025
Michele C. Gomez
Notary Public, State of Florida
Michele C. Gomez
(Printed Name)

My commission expires: November 19, 2026



E-Verification

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: Foundation Risk Partners Corp. dba Acentria Public Risk

Authorized Signature: 

Print Name: Ross Beach

Title: Director of Risk Management

Date: 5/2/25

Anti-Kickback Affidavit

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 Foundation Risk Partners Corp. dba Acentria Public Risk 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: Ross Beach

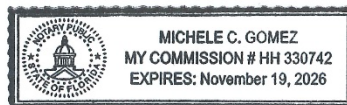
R Beach

Title: Director of Risk Management

Sworn and subscribed before me this

2nd day of May, 2025
Michele C. Gomez
Notary Public
State of Florida at Large

My commission expires:



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

Florida Departments of Business & Regulation License

FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

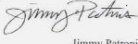
Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.


Jimmy Patronis
Chief Financial Officer
State of Florida


CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

LETTER OF CERTIFICATION

09/22/2017

FOUNDATION RISK PARTNERS, CORP.
1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Re: FOUNDATION RISK PARTNERS, CORP.
License Number: L100460

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 21-05 AGENCY LICENSE(LIC. # L100460)
Issued: 09/22/2017
Appointed? No

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

END OF LETTER
NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE

• • •
Florida Department of Financial Services
Division of Agent and Agency Services
Bureau of Licensing
www.MyFloridaCFO.com
200 East Gaines Street, Tallahassee, FL 32399-0318

State of Florida Proof of Incorporation



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

foundation risk partners corp

Search

No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
FOUNDATION RISK PARTNERS, CORP.

Filing Information

Document Number	F17000000884
FEI/EIN Number	81-5191759
Date Filed	02/24/2017
State	DE
Status	ACTIVE



FOUNRIS-04

SPIGNATARO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2025

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 KMRD Partners Risk and Insurance Solutions - Warrington 2600 Kelly Road, Suite 120 Warrington, PA 18976	CONTACT NAME:		
	PHONE (A/C, No, Ext): (267) 482-8390	FAX (A/C, No): (267) 482-8431	
	E-MAIL ADDRESS: EOCerts@Foundationrp.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
INSURED Foundation Risk Partners, Corp. 780 W Granada Blvd Ormond Beach, FL 32174	INSURER B : ACE American Insurance Company		22667
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			36072109	4/1/2025	4/1/2026	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 \$ 2,000,000 POLICY AGGREGAT \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73626085	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			78195678	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ Aggregate \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	(26)71836285	4/1/2025	4/1/2026	☒ 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)

Named Insured Schedule:

FRP Investors II, L.P.
FRP Holdings, Corp.
FRP Parent II, Corp.
Foundation Risk Partners, Corp.
Synetro-CSG Holdings, LLC
Corporate Synergies Holdings, LLC
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY KMRD Partners Risk and Insurance Solutions - Warrington		NAMED INSURED Foundation Risk Partners, Corp. 780 W Granada Blvd Ormond Beach, FL 32174
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Corporate Synergies Group, LLC
Foundation Real Estate Purchasing Group, LLC
Harbor Management Group, LLC
Homeland Management, LLC
Millenium Asset Management, Inc.
The L. Warner Companies, Inc.
FRP Insurance Services, LLC

Any Subsidiary of the Named Insured is included as an Insured per the policy terms and conditions.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Foundation Risk Partners, Corp.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 780 W. Granada Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Ormond Beach, FL 32174		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

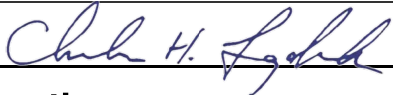
Social security number									
			-				-		
or									
Employer identification number									
8	1		-	5	1	9	1	7	5
									9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/7/2025
------------------	---	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Business Tax Receipt



City of Ormond Beach
22 S. Beach Street, Room 104
Ormond Beach, FL 32174
btonline@ormondbeach.org

BUSINESS TAX RECEIPT

Business Name:	FOUNDATION RISK PARTNERS CORP		
Business Location:	780 W GRANADA BLVD MAIN ORMOND BEACH, FL 32174	Mailing Address:	780 W GRANADA BLVD MAIN ORMOND BEACH, FL 32174
Owner:	Nicholas Stietzel		
License Number:	32418	License Type:	Non-Residential
Issued Date:	9/30/2024	Classification:	Business/Professional Offices
Expiration Date:	9/30/2025	Fees Paid:	\$78.75

Attention commercial locations, the following certification applies to all new and renewed business tax receipts:

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand That should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

TO BE POSTED IN A CONSPICUOUS PLACE

Florida Departments of Business & Regulation License

FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

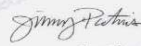
Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jimmy Patronis
Chief Financial Officer
State of Florida



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

LETTER OF CERTIFICATION

09/22/2017

FOUNDATION RISK PARTNERS, CORP.
1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Re: FOUNDATION RISK PARTNERS, CORP.
License Number: L100460

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 21-05 AGENCY LICENSE(LIC. # L100460)
Issued: 09/22/2017
Appointed? No

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

END OF LETTER

NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE

• • •
Florida Department of Financial Services
Division of Agent and Agency Services
Bureau of Licensing
www.MyFloridaCFL.com
200 East Gaines Street, Tallahassee, FL 32399-0318

State of Florida Proof of Incorporation



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](#)

foundation risk partners corp

No Events No Name History

Detail by Entity Name
Foreign Profit Corporation
FOUNDATION RISK PARTNERS, CORP.

Filing Information

Document Number	F17000000884
FEI/EIN Number	81-5191759
Date Filed	02/24/2017
State	DE
Status	ACTIVE

**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 Ross Beach

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

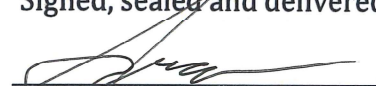
STATE OF FLORIDA - COUNTY OF MIAMI DADE

Ross Beach

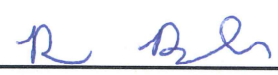
being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ Agent
(Owner, Partner, Officer, Representative or Agent) of
Foundation Risk Partners Corp. dba Acentria Public Risk 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

Ross Beach - Director of Risk Management

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 Ross Beach the
(Name)
Director of Risk Management of Foundation Risk Partners Corp. dba Acentria Public Risk
(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.

5/2/25
Date

R RQ
Signature



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFP NO. 25-0512200
Agent of Record Services**

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 12, 2025 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:14 p.m. on the 12th day of May 2025.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

LUMP SUM PRICE

- 1. Foundation Risk Partners Corp
d/b/a Acentria Public Risk
3750 NW 87 Ave, Suite 700
Doral, FL 33178
Contact: Jonathan Jallad, Lead Broker
Tel: 407.775.7350
Email: Jonathan.jallad@acentria.com**

\$95,000.00

Please note the proposal for Foundation Risk Partners Corp. dba Acentria Public Risk was submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer, Junior Bergel on May 12, 2025.

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



**25-0512200
REQUEST FOR PROPOSAL (RFP)**

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

Table of Contents

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 - Evaluation Criteria
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 - PRICE PROPOSAL FORM
 - CERTIFICATION REGARDING DEBARMENT
 - DRUG-FREE WORKPLACE
 - NON-COLLUSION AFFIDAVIT
 - NON-DISCRIMINATION AFFIDAVIT
 - E-VERIFY FORM
 - ANTI-KICKBACK AFFIDAVIT

ADVERTISEMENT



RFP 25-0512200

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 **Monday, May 12, 2025, 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- 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: 25-0512200** 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 05/12/2025. 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. 25-0512200** - 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	04/15/25	
Pre-Bid Meeting	N/A	
Written Questions Due	04/25/25 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	05/02/25 @ 5:00pm	
Due Date/Bid Opening	05/12/25 @ 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**

CITY OF OPA-LOCKA
AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY,
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS
COMPENSATION AND EMPLOYER LIABILITY COVERAGE AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2025, between:

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

and

FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK, a Florida
Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for Agent of Record for Employee Benefits.

1.2 CITY has a strong commitment to provide high quality Insurance and Benefits to the CITY employees.

1.3 CITY issued RFP NO. 25-0512200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, CITY selected CONTRACTOR to perform the services needed for Agent of Record for Employee Benefits.

1.5 CONTRACTOR's firm shall furnish all services, work, labor, equipment, and materials necessary to obtaining competitive market quotes and will provide enrollment and administrative support services for a wide range of employer group and individual employee benefits for the City of Opa-locka.

ARTICLE 2
SCOPE OF WORK

2.1 CONTRACTOR shall furnish all the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Qualifications RFP 25-0512200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 25-0512200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4
COMPENSATION

4.1 CONTRACTOR will contract services for an amount of Ninety-Five Dollars (\$95,000.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.

- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5

CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.4 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.5 The CONTRACTOR shall hold the CITY, the City of Opa-Locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.6 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and shall be effective for one year with two one-year renewals upon agreement of the parties and subject to City Commission approval.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 25-0512200, Exhibit "A", and the Scope of Services, attached hereto as Exhibit "B".

ARTICLE 13 MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

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

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will

be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service with verified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Sha'mecca Lawson, Interim City
Manager City of Opa-locka Municipal
Complex 780 Fisherman Street,
Fourth Floor Opa-locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

Contractor: Charles Lydecker 780 W.
Granada Boulevard
Ormond Beach, FL 32174

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 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 Everify 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.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

City of Opa-Locka

ATTEST:

Joanna Flores
City Clerk

BY:

Sha'mecca Lawson
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

BY: _____
Charles Lydecker, Title CEO, Director
Foundation Risk Partners, Corp d/b/a
Acentria Public Risk

ATTEST:

SECRETARY

STATE OF _____)
)
COUNTY OF _____) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT “A”

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AWARDING FOUR (4) ONE THOUSAND, TWO HUNDRED FIFTY DOLLAR (\$1,250.00) SCHOLARSHIPS THROUGH THE CITY OF OPA-LOCKA'S EDUCATIONAL SCHOLARSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 17, 2025, Five (5) One Thousand (\$1,000.00) educational scholarship opportunities were made available to graduating high school seniors through the City's Educational Scholarship Program, with an application deadline of May 2, 2025; and

WHEREAS, four (4) applications were received and reviewed by City staff and the City Administrator is recommending that all four applicants be eligible to receive an educational scholarship award in the amount of One Thousand, Two Hundred Fifty Dollars (\$1,250.00); and

WHEREAS, the City Commission desires to award four scholarships in the amount of One Thousand, Two Hundred Fifty Dollars (\$1,250.00) to the following four applicants who timely applied: David Anderson, D'Ariea Franklin, Justin Williams and Nakeenma McDonald Jr.

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 Scholarship Award. The City Commission of the City of Opa-Locka hereby approves the Educational Scholarship Program Awards to David Anderson, D'Ariea Franklin, Justin Williams and Nakeenma McDonald Jr. in the amount of One Thousand, Two Hundred Fifty Dollars (\$ 1,250.00) to each.

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

Section 4. Effective Date. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 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**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	06.11.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance		Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	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	Interim City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AWARDING ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,250.00) SCHOLARSHIPS TO DAVID ANDERSON, D'ARIEA FRANKLIN, JUSTIN WILLIAMS AND NAKEENMA MCDONALD JR. THROUGH THE CITY'S EDUCATIONAL SCHOLARSHIP PROGRAM.

Staff Summary:

On March 17, 2025, five (5) \$1,000.00 educational scholarship opportunities were made available to graduating high school seniors with an application deadline of May 3rd, 2025. There was a submission of four (4) applications that were reviewed by City Administration. It was determined that the four applicants were eligible to receive the educational scholarships. The annual allocation for the educational scholarship is \$5,000. It is recommended to disburse \$ 1,250.00 to each scholar.

Financial Impact – There is a \$5,000 budget established for this purpose in the Commission budget – 10-511545.

Proposed Action:

It is recommended that four scholarships be awarded in the amount of \$1,250.00 each to David Anderson, D'Ariea Franklin, Justin Williams and Nakeenma McDonald Jr. as part of the City's Educational Scholarship Program.

Attachment:

Sponsored by: Vice Mayor Kelley

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION NO. 22-023 PERTAINING TO AN AMNESTY PROGRAM FOR OUTSTANDING CODE ENFORCEMENT FINES AND LIENS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") adopted Resolution No. 22-023 authorizing a Code Enforcement Amnesty Program; and

WHEREAS, the Program was designed to be an incentive program to allow property owners with outstanding code enforcement violations to bring their property into compliance with the City of Opa-Locka's Code and obtain a reduction in the assessed fines and/or liens; and

WHEREAS, there is a need to review and study this program in order to provide the City of Opa-Locka with the greatest opportunity for lien recovery while also encouraging program participation; and

WHEREAS, the City Commission finds it in the best interests of the City of Opa-Locka and its residents to direct the Interim City Manager to rescind Resolution 22-023 pertaining to the Code Enforcement Amnesty Program to allow for greater review for future effectiveness.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby rescinds Resolution 22-023 pertaining to the Code Enforcement Amnesty Program to allow for greater review for future effectiveness.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be re-lettered 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 and approval 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	_____

RESOLUTION NO. 22-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A CODE ENFORCEMENT LIEN AMNESTY PROGRAM FOR ALL CODE ENFORCEMENT LIENS TO ALLOW PROPERTY OWNERS WITH OUTSTANDING CODE ENFORCEMENT VIOLATIONS TO PAY A REDUCED AMOUNT AFTER MEETING CERTAIN ELIGIBILITY REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City") desires to offer property owners an opportunity to ease financial burdens on their properties; and

WHEREAS, the opportunity to ease financial burdens will be an Amnesty Program, as an incentive for property owners who may have outstanding code enforcement violations, to bring the property into compliance with the City Codes, leading to property improvement which enhances neighborhood appearance; and

WHEREAS, the Amnesty Program will encourage property development and improvement within the City as well as provide additional revenue to the City, which might otherwise be collected at a much later time, and ultimately improve the City's tax base; and

WHEREAS, the City authorizes the Interim City Manager to implement an Amnesty Program to assist the property owners that have met the requirements of the program.

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. Establishment of Lien Amnesty Program. The City Commission of the City of Opa-Locka hereby establishes a Code Enforcement Lien Amnesty Program ("the Program") in the City of Opa-Locka for eligible property owners who have outstanding code enforcement liens.

A. Eligibility Requirements

In order to be eligible for the Program, the property owner must ensure:

1. All code enforcement violations on the property must be compliant and there are no other active code enforcement cases with ongoing violations on the property, or on any other property owned by the property owner within the City.
2. Property owner must not have active code enforcement violations or property maintenance liens on any property owned in the City.
3. The property must not be the subject of a pending foreclosure action.
4. Property owners who have both code enforcement and nuisance abatement liens must settle the nuisance abatement in full to be eligible.
5. Fines/ liens for costs incurred by the City for work performed on a property are ineligible.

B. Terms of Amnesty Program

1. Outstanding City liens and fines can be reduced by up to 75% of amount owed; or up to 50% of the amount of the liens and fines, or up to the excess value of the said property; with verified written appraisal dated within six (6) months by a certified appraiser.
2. A **Non-refundable** application fee is due at time of submittal for each property
 - a. residential property owned over 2 years: **\$50.00**
 - b. residential property owned less than 2 years: **\$100.00**
 - c. commercial property: **\$500.00**
3. Settlement payment must be made within sixty (60) days after approval of application. Code enforcement officer must verify compliance prior to approval.
4. The City will release the liens upon full payment of settlement.
5. After approval deadline for payment, the reduced settlement option will no longer be available and the City of Opa-Locka will actively pursue all outstanding fines and liens owed.
6. After verifying that the property owner is eligible for participation in the Program, excluding the cost of lien preparation and recording, the City Manager or his/her designee is authorized to approve the application and to administratively reduce the amount required to satisfy the eligible lien(s):
 - a. up to seventy-five percent (75%) of the amount of the lien(s) and fine(s),
or

- b. up to fifty percent (50%) of the amount of the lien(s) and fine(s), or up to the excess value of the said property with verified written appraisal dated within six (6) months by a certified appraiser.

If approved, the property owner must pay the City of Opa-Locka, by a cashier's check or money order received by the City Clerk on or before payment deadline, the total sum of the following: (i) the reduced value of the eligible lien(s) on the property; (ii) the non-refundable deposit; and (iii) the cost of lien preparation and recording for each lien. After the property owner has paid the total sum due the City shall execute and record a release of the lien.

7. Failure of the property owner to pay the total sum by due date, shall result in the approved lien reduction(s) being null and void, and the property owner shall be liable for the entire face value of the lien(s) as if no reduction had ever been imposed.

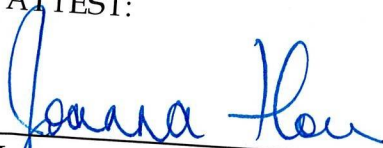
Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy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

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of September, 2022.


Veronica Williams, Mayor

ATTEST:


Joanna Flores, City Clerk

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


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Dominguez

Seconded by: Commissioner Bass

VOTE:	4-0
Commissioner Dominguez	YES
Commissioner Bass	YES
Commissioner Davis	ABSENT
Commissioner Taylor	YES
Mayor Williams	YES



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	06.11.2025		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		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	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	Vice Mayor Kelley		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE INTERIM CITY MANAGER TO SUSPEND THE CITY'S AMNESTY PROGRAM TO ALLOW FOR REVIEW, EFFECTIVENESS ASSESSMENT AND ANY NECESSARY REVISIONS TO THE POLICY.

Staff Summary:

The City Commission adopted Resolution No. 22-023 authorizing a Code Enforcement amnesty program. The program is an incentive designed to allow property owners with outstanding code enforcement violations to bring their property into compliance with the City's Code and obtain a reduction in the assessed fines and/or liens.

As a proactive effort to measure the program's effectiveness, the sponsor desires to suspend the Amnesty Program. During the suspension period, all program components will be analyzed to ensure optimal functionality and allow for any necessary policy revisions.

Financial Impact; - The program has incentivized payment of \$306,349 since October 1, 2023 that might have otherwise remained unpaid and would have continued accruing into ever-growing unpaid fines. Additionally, not quantified, is that the reduction of fines to more manageable levels allow property owners to restore and improve their properties, resulting in small improvements to the City's tax base.

Proposed Action:

Staff will adhere to the desire of the City Commission.

Attachment:



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

Department Director: _____ Joanna Flores, City Clerk		Date:												
City Manager: _____ Sha'mecca Lawson, Assistant City Manager		Date:												
Department: City Clerk's Office	Sponsor Name:													
Meeting Date: June 11, 2025	Item Type: Resolution													
Strategic Plan Related: No	Strategic Plan Priority Area:													
		<table border="1" style="border-collapse: collapse; width: 100px;"><tr><td style="padding: 2px 5px;">Enhanced Organizational</td><td style="text-align: center; width: 30px;">X</td></tr><tr><td style="padding: 2px 5px;">Business and Economic Development</td><td style="text-align: center;">X</td></tr><tr><td style="padding: 2px 5px;">Public Safety</td><td style="text-align: center;">X</td></tr><tr><td style="padding: 2px 5px;">Quality of Education</td><td style="text-align: center;">X</td></tr><tr><td style="padding: 2px 5px;">Quality of Life and City Image</td><td style="text-align: center;">X</td></tr><tr><td style="padding: 2px 5px;">Communication</td><td style="text-align: center;">X</td></tr></table>	Enhanced Organizational	X	Business and Economic Development	X	Public Safety	X	Quality of Education	X	Quality of Life and City Image	X	Communication	X
Enhanced Organizational	X													
Business and Economic Development	X													
Public Safety	X													
Quality of Education	X													
Quality of Life and City Image	X													
Communication	X													
Strategic Plan Objective/Strategy:														

Short Title:

Resolution authorizing co-sponsorship with S.W.A.T for father & son / daughter basketball tournament

Staff Summary:

Fiscal Impact: No

Funding Source: (Account Number)	Advertising Requirement: No
Contract/P.O. Required: No	RFP/RFQ/Bid#:

Proposed Action:

Attachment(s):

1. Reso - Co-sponsorship Father & Son Daughter Basketball Tournament
2. Agenda Cover Memo-Co-Sponsorship w. SWAT

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A FATHER & SON/DAUGHTER BASKETBALL TOURNAMENT TO BE HELD ON JUNE 14, 2025, AND CO-SPONSORED BY SUCCESS WE ACHIEVE TOGETHER, INC. (S.W.A.T); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Success We Achieve Together, Inc., (S.W.A.T.) a non-profit organization, desires to host a Father & Son/Daughter Basketball Tournament in collaboration with the City of Opa-Locka ("City"); and

WHEREAS, the event is designed as a 2-on-2 basketball event that will provide a unique opportunity for fathers, mentors, and children aged 10-17 to engage in a day of fun, bonding and life skill-building. Commissioner Dr. Sherelean Bass will serve as the event host; and

WHEREAS, there will be a Fifteen Dollars (\$15.00) per team registration fee assessed and collected by S.W.A.T., in which one hundred percent (100%) of the proceeds will be donated to the City; and

WHEREAS, as a contribution to the event, the City will allow S.W.A.T. to utilize Sherbondy Park Gymnasium for the duration of the event; and

WHEREAS, the City Commission desires to authorize the Interim City Manager to take the all necessary steps to ensure that the event is planned within the budgeted amount for a celebration to be held on June 14, 2025; and

WHEREAS, the City Commission has determined that it is in the best interests of the City and its residents to authorize a Father & Son/Daughter Basketball Tournament, to be co-sponsored with Success We Achieve Together, Inc., (S.W.A.T.), a not-for-profit organization and co-hosted by Commissioner Dr. Sherelean Bass, to be held on June 14, 2025.

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 a Father & Son/Daughter Basketball Tournament, to be co-sponsored with Success We Achieve Together, Inc., (S.W.A.T.), a not-for-profit organization and co-hosted by Commissioner Dr. Sherelean Bass, to be held on June 14, 2025.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 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: _____

Resolution No. XX-XXXX

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**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance
				X	
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in the box)	Yes	No
				X	X
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes	No
					X
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A	
		X			
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organization ☐		
			Bus. & Economic Development ☒		
			Public Safety ☒		
			Quality of Education ☐		
			Qual. of Life & City Image ☒		
			Communication ☐		
Sponsor Name:	Commissioner Bass		Department:	City Commission	

Short Title:

A RESOLUTION FROM THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING THE CO-SPONSORSHIP WITH SUCCESS WE ACHIEVE TOGETHER, INC. (S.W.A.T.) TO HOST THE FATHER & SON/DAUGHTER BASKETBALL TOURNAMENT ON JUNE 14, 2025.

Staff Summary:

Success We Achieve Together, Inc., (S.W.A.T.) a non-profit organization, desires to host a Father & Son/Daughter Basketball Tournament in collaboration with the city. The event is designed as a 2-on-2 basketball event that will provide a unique opportunity for fathers, mentors, and children aged 10-17 to engage in a day of fun, bonding and life skill-building. There will be a \$15/ per team registration fee assessed and collected by S.W.A.T. in which 100% of the proceeds will be donated to the city. As a contribution, the city will allow

S.W.A.T. to utilize Sherbondy Park Gymnasium for the duration of the event. Commissioner Sherelean Bass will serve as the event host.

Financial Impact: All proceeds from the event's registration will be donated to the city and will later be determined based on the number of teams that register for the event.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment(s):

Father & Son/Daughter Basketball Tournament Flyer

Sponsored by: Commissioner Bass

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A CO-SPONSORSHIP POLICY AND PROCEDURES FOR ACTIVITIES AND SPECIAL EVENTS IN COLLABORATION WITH NON-PROFIT ORGANIZATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") desires to adopt a policy that authorizes co-sponsorship of activities and special events in collaboration with non-profit organizations whose purpose shows, from their bylaws or in operational history, a commitment to recreational, cultural or community service; and

WHEREAS, the City will only consider co-sponsoring a program that meets the criteria set forth in this resolution and serves a public purpose; and

WHEREAS, the City Commission shall approve all co-sponsorships based on the facts presented following a completed co-sponsorship application on the proper City form; and

WHEREAS, the City Commission of the City of Opa-Locka finds that approval of a co-sponsorship policy and procedures for activities and special events with non-profit organizations is in the best interests of the City.

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. Approval of Co-Sponsorship Policy and Procedures. The City Commission of the City of Opa-Locka hereby approves a co-sponsorship policy and procedures for activities and special events in collaboration with non-profit organizations as follows:

- A. *Prior to City Commission approval of a co-sponsorship application, the City Manager or designee shall review the co-sponsorship application and confirm that the following procedural criteria has been met:*

1. *The non-profit organization's membership is open to the public and does not discriminate in any manner against any person on the basis of race, color, creed, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition, gender identity, sexual orientation or any other category protected by federal, state or local laws.*
 2. *The proposed activity or special event is consistent with the City's recreational, cultural or community priorities and provides public benefit and public purpose.*
 3. *The program does not charge general admission to enter.*
 4. *Fundraising is not the primary purpose of the program. However, the City may consider programs where the sale of goods or services (for example, participant registrations, food sales or pony rides) are sold if the proceeds are dedicated to a recreational purpose. In such case, the City shall be reimbursed by the co-sponsor for the cost of facility rental or park ground fee.*
- B. *The non-profit organization shall submit an application requesting the City co-sponsor an activity or event at least ninety (90) days prior to the program, unless otherwise approved by the City Commission. If the size and/or nature of the program requires a City special event permit, the non-profit organization will be referred to the City's Special Event permit application process by the City Manager or designee.*
- C. *Prior to approval the City Manager or designee shall review the application and confirm the following:*
1. *Minimum requirements established in items #A1 through #A4 in the above policy are met.*
 2. *The proposed event provides a general recreational benefit.*
 3. *The City has available resources and the commitment requested by the non-profit organization is feasible. If the resources requested for the planning and execution of the event are not available as determined by the City Manager, the City shall not co-sponsor the event and the application shall not be forwarded to the City Commission for consideration.*
 4. *The event complies with all applicable City policies and all applicable federal, state, and local laws, including any approvals or permits from other City departments, county government or other government agencies.*
 5. *The requested park facility is available, and the proposed event would not negatively impact on any pre-existing park uses.*

6. *The proposed event is not a political activity, and the proceeds of any fundraising will not be used to support political activity or a political action committee.*
- D. *Co-sponsored Events are not subject to applicable fees in the City Fee Schedule, unless A4 applies.*
- E. *Co-sponsorship does not waive any costs and fees assessed by other City departments not pertaining to recreation that may be associated with the event or any required permits, personnel, or resources provided by those departments.*
- F. *The non-profit organization, their subcontractors, and vendors shall provide proof of public liability and property damage insurance as specified by the City at least 30 days prior to the event.*
- G. *The City will attempt to seek input on co-sponsorship from applicable Recreational Advisory Boards if the Board(s) can accommodate the item on its agenda within a reasonable time as determined by the City Manager.*
- H. *This policy is limited to co-sponsored events. The use of park facilities for a non-profit organization's meetings and programs are subject to the applicable Fee Schedules in the regular course of City business.*

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this ____ day of June 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**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	06.11.2025		Item Type: (Enter X in box)	Resolution X	Ordinance
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
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:	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	Commissioner Bass		Department:	City Commission	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, APPROVING A CO-SPONSORSHIP POLICY AND PROCEDURES FOR ACTIVITIES AND SPECIAL EVENTS IN COLLABORATION WITH NON-PROFIT ORGANIZATIONS.

Staff Summary:

The city does not currently have a co-sponsorship policy that would allow for special events collaborations with non-profit organizations with the purpose to enrich its commitment to recreational, cultural and community service. Through an administrative process or City Commission approval, the organization will be required to submit a co-sponsorship application at least 90 days prior to the event, unless otherwise approved by the City Commission. Upon approval, certain fees may not be applicable. This policy shall be limited to co-sponsored events and the use of park facilities for a non-profit organization's meetings and programs are subject to the applicable Fee Schedules in the regular course of City business.

Financial Impact – There is no financial impact for the adoption of the policy.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "PLANNING, ZONING AND APPEALS BOARD", SPECIFICALLY SECTION 2-497; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS"; AMENDING CHAPTER 22, ARTICLE II, SECTION 22-34 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS ENTITLED "PLANNING AND ZONING BOARD", TO REDUCE THE TOTAL NUMBER OF MEMBERS REQUIRED FOR A QUORUM; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 26, 2025, the City Commission of the City of Opa-locka held a Board Workshop with City Commissioners and city staff to address various City boards and their effectiveness; and

WHEREAS, the City Clerk and the Interim City Manager solicited feedback from City Commissioners regarding the vitality of City of Opa-Locka boards; and

WHEREAS, the Interim City Manager has observed that the Planning and Zoning Board (PZAB) has repeatedly been unable to conduct meetings due to the failure of quorum; and

WHEREAS, the City Commission desires to amend Article XI, Division 3, Section 2-497 of the City of Opa-Locka's Code of Ordinances, to reduce the total number of members from seven (7) to five (5) and allow for two additional members as alternates. There shall be three (3) resident members and two (2) professionals members representing certain specified backgrounds on the board; and

WHEREAS, the City Commission further desires to amend Article XI, Division 3, Section 2-497 and Chapter 22, Article II, Section 22-34 of the City Code of Ordinances, relating to the Planning, Zoning and Appeals Board, to reduce the total

number of members required for a quorum.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article XI, Division 3 of the City of Opa-Locka's Planning, Zoning and Appeals Board, specifically Section 2-497 entitled "Created; composition; term of office; qualifications; organization; meetings; records" and shall read:

Sec. 2-497. Created; composition; term of office; qualifications; organization; meetings; records.

(a) A planning, zoning and appeals board was created on January 11, 2017, which shall be an advisory body to the commission, consisting of ~~seven (7)~~ 5 members, with ~~two alternates. each of whom~~ One regular member shall be appointed by each member of the city commission, for a term of ~~two (2) or four (4) years, except for the initial terms of the board upon its creation. The terms shall be staggered such that not fewer than two~~ (2) nor more than three (3) terms shall expire each year. which shall coincide with that of the commissioner who selected them. Alternate members shall be appointed by the commission, following recommendation of the City Manager. Alternate members shall serve a term of four (4) years. The terms of board members shall commence on October 1 and shall expire on September 30. Each member of the board shall serve until the expiration of his or her term.

(b) At least ~~four (4)~~ three 3 members of the planning and zoning board shall be residents of the City of Opa-locka. ~~All other three (3)~~ Two (2) members shall be representatives of one of the following professions: (i) an architect, (ii) a landscape architect, (iii) an engineer, (iv) a real estate professional, or (v) an owner of real property within the City of Opa-locka. The professionals (with the exception of the property owner) may not be actively involved with a project in the City of Opa-locka. Members of the planning and zoning board shall have diverse backgrounds, and whenever possible, prior experience in land use, planning, zoning, legal matters, environmental matters, or building and development. Members of the planning and zoning board shall hold no other public office or position in the city.

Section 3. Amending Chapter 22, Article II, Section 22-34, of the City of Opa Locka's Land Development Regulations entitled "Planning and Zoning Board, which shall read:

Sec. 22-34 Planning and zoning board.

A. Established. The city commission hereby establishes a planning and zoning board, which shall be an advisory body to the commission, consisting of five (5) members, with two alternates, appointed by the City Commission as prescribed by the Code who shall be residents of the City, ~~one (1) chosen by each member of the City Commission~~, and none of whom shall hold any other public office or position in the City. Regular members shall serve a term which will coincide with that of the commissioner who selected them. Alternate members shall serve a term of four (4) years. The planning and zoning board shall elect a chair and vice-chair from among its appointed members. The mayor and city manager shall serve as ex-officio members of the council. Members may be removed by the city commission upon written charges and after public hearing, and vacancies shall be filled for the unexpired term of any member. Meetings shall be held once a month, at a minimum, as needed and determined by the chair. The council shall keep a record of its proceedings, findings and determinations showing the vote on each matter. The record shall be filed with the city clerk's office. Members of this council shall serve without compensation.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith this ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions 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 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect 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 D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature:				
Commission Meeting Date:	June 11, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
		X		X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA 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:	Planning & Community Development			

Short

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA,FLORIDA, AMENDING THE CITY OF OPA-LOCKA CODE OF ORDINANCES NO. 17-01 SECTION 2, AND THE LAND DEVELOPMENT REGULATIONS ARTICLE 2.- SECTION 22-34 AND 22-35 OF PLANNING, ZONING, AND APPEALS BOARD (PZAB); SECTION 2.- MEETINGS; AMENDING THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Summary:

During the March 26th, 2025, Board Workshop the City Clerk and the Interim City Manager presented the City Commission with collaborative feedback regarding the vitality of City boards. It has been determined that the Planning and Zoning Board (PZAB) has repeatedly been unable to conduct a meeting due to the failure of quorum. It is recommended to amend Article 2, - Section 22-34 and 22.35, to reduce its total number of members from seven (7) to five (5) with two alternates. This will allow for three (3) of the members to be Opa-locka residents while the

remaining two (2) members shall be professionals. This enable the Board to establish a quorum with three (3) members.

Financial Impact- There is no fiscal impact for this ordinance.

Attachment:

"
Draft Ordinance

DIVISION 3. PLANNING, ZONING AND APPEALS BOARD¹

Sec. 2-497. Created; composition; term of office; qualifications; organization; meetings; records.

- (a) A planning, zoning and appeals board is hereby created, which shall be an advisory body to the commission, consisting of seven ~~(7)~~5 members, with two alternates each of whom shall be appointed by the city commission, for a term of two (2) or four (4) years, except for the initial terms of the board upon its creation. The terms shall be staggered such that not fewer than two (2) nor more than three (3) terms shall expire each year. The terms of board members shall commence on October 1 and shall expire on September 30. Each member of the board shall serve until the expiration of his or her term.
- (b) At least four ~~(4)~~ three 3 members of the planning and zoning board shall be residents of the City of Opa-locka. All other members ~~(three- two (3) 2)~~ shall be one of the following (i) an architect, (ii) a landscape architect, (iii) an engineer, (iv) a real estate professional, or (v) an owner of real property within the City of Opa-locka. The professionals (with the exception of the property owner) may not be actively involved with a project in the City of Opa-locka. Members of the planning and zoning board shall have diverse backgrounds, and whenever possible, prior experience in land use, planning, zoning, legal matters, environmental matters, or building and development. Members of the planning and zoning board shall hold no other public office or position in the City of Opa-locka.
- (c) Notwithstanding any provision of this ordinance, and in addition to the seven (7) voting members, the Miami-Dade County School Board may appoint as nonvoting, uncompensated members of the planning, zoning and appeals board and representatives of the school board pursuant to F.S. § 163.3174, one (1) or more officers or employees of the school board when the city considers comprehensive plan amendments and re-zonings that would, if approved, increase residential density on the property that is the subject of the application; provided, however, that only one (1) representative so appointed shall attend any meeting of the planning, zoning and appeals board. The school board representative shall not be counted when determining the presence of a quorum. The term of such members shall be for the term specified by the school board or, if no term is specified, for the duration of the tenure or employment of the member with the school board, or until removed by the school board. The school board shall notify the City of Opa-locka Planning and Community Development Department Director in writing within ten days of the appointment or removal of any member.
- (d) An organizational meeting of the planning, zoning and appeals board shall be held to elect a chair and vice-chair from among its appointed members. The city commission upon written charges and after public hearing may remove members and vacancies shall be filled for the unexpired term of any removed member.

Meeting: Order of business. The order of business at regular board meetings shall be substantially as follows:

- (1) Invocation or moment of silence and the Pledge of Allegiance.

¹Editor's note(s)—Ord. No. 17-01, § 2, adopted January 11, 2017, in effect repealed the former division 3, §§ 2-497Editor's note(s)— and 2-498Editor's note(s)—, and enacted a new division 3 as set out herein. The former division 3 pertained to the zoning board of appeals and derived from Ord. No. 13-29, adopted September 25, 2013.

-
- (2) Roll call.
 - (3) Approval of minutes, if any.
 - (4) Announcements.
 - (5) Agenda additions, deletions, deferrals, or continuances, if any shall be heard. Each item requires an affirmative vote but items may be moved together if clearly stated on the record with regard to deferrals, or continuances.
 - (6) Business and public hearing procedures.
 - (7) The board secretary reads the notice of each item on the agenda.
 - (8) Upon announcement of the item if a member determines that a conflict of interest exists, the member shall for the record and in accordance with F.S. § 112.4143, publicly state the nature of the conflict and abstain from voting. All such statements shall be automatically incorporated in the meeting minutes and record.
 - (9) Planning and zoning department staff shall make their presentation on the item, including their recommendation regarding same.
 - (10) The chair shall have the discretion to establish reasonable and uniform time limitations on all presentations coming before the board, provided that no person is precluded from speaking on an issue, subject to the requirements of law.
 - (11) On all public hearing items, the board secretary shall swear in all persons wishing to testify on the item before the board.
 - (12) On all public hearing items, any person speaking or testifying shall clearly identify themselves for the record and state their address, interest in the item in question, any special credentials that they may possess pertaining to the subject matter of their testimony, and state whether they are a lobbyist and have complied with the registration requirements as set forth in the city Code. Every person speaking or testifying shall abide by the order and direction of the chair. Discourtesy or disorderly conduct shall be regarded as a breach of the privileges provided by the board and shall be dealt with as the chair deems proper. Any documents provided shall be clearly identified by name or some other designation and shall become part of the record and retained by the board secretary for that purpose.
 - (13) On all public hearing items, the applicant/proponent and individuals favoring the item shall be heard first. The presentation for the applicant shall be by the property owner, the attorney of record, or a representative/agent who has filed a properly executed power of attorney with the board secretary.
 - (14) On all public hearing items, those opposed to the item shall be heard second, with the applicant being allowed a short rebuttal, unless otherwise ordered by the chair. Those speaking for or against an item from the public shall be limited to two (2) minutes, unless they are representing an organization, and they can be afforded three (3) minutes, or as modified by the chair at the beginning of the public hearing.
 - (15) On all public hearing items, after the public hearing has been closed, the chair shall entertain board discussion concerning the item and then following a motion and second on the item direct a roll call vote to be taken and duly recorded.
 - (16) Any applicant failing to appear at the board meeting for which their item is scheduled for, after proper notification in accordance with city Code and Miami 21, shall not be entitled to favorable recommendation or action by the board on their item unless the board is notified of their absence by staff or the clerk. The application may be deferred by a vote of the board members present at the meeting.

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- (17) All reports and recommendations whether from members of the board or staff of the board, or other departments of the city shall automatically be incorporated as part of the record.
 - (18) The board secretary shall prepare board resolutions on all matters passed on by the board following the meeting at which action was taken. Further, the board secretary shall submit to the city law department board resolutions on all items requiring submission to the city commission.
 - (19) A record shall be made of all meetings and public hearings of the board. The board secretary is responsible to ensure such records are made and maintained in accordance with all applicable laws.
- (e) At least one (1) regular meeting of the board shall be held each month, and special meetings may be called by the chairman or by any four (4) members of the board. There must be a minimum of ~~four (4)~~ **three** members present at any meeting to constitute a quorum. The planning and zoning board shall keep record of its proceedings, pursuant to Florida law, findings and determinations showing the vote on each matter and shall file the record and approved minutes of each meeting with the city clerk within thirty (30) days of the date of the meeting, or as soon thereafter as practicable. Members of the planning and zoning board shall serve without compensation.
- (f) The planning, zoning and appeals board may adopt reasonable rules of procedure to govern the conduct of its business and the holding of public hearings and workshops, consistent with any procedures established for it by the city commission. The board shall follow the rules contained in the most current edition of Robert's Rules of Order.
- (Ord. No. 17-01, § 2, 1-11-17; Ord. No 19-06, § 2, 6-12-19)

Sec. 2-498. Duties and responsibilities.

The duties and responsibilities of the planning, zoning and appeals board shall include the following:

- (1) Hear applications and make recommendations on amendments, extensions and additions to the comprehensive plan for the physical development of the city.
- (2) Hear applications and make recommendations on the platting or subdividing of lands within the city.
- (3) Review and recommend approval or disapproval of proposed changes to the official zoning map of the city.
- (4) Maintain and enforce zoning district boundaries and their respective district regulations.
- (5) Hear applications and make recommendations for approval or disapproval on rezoning requests for individual properties, neighborhood or on an area-wide basis.
- (6) Hear applications and make recommendations for approval or disapproval on changes to the land development regulations.
- (7) Promote public interest in and understanding of the master plan and of planning and zoning.
- (8) Make recommendations as to strategies for the clearance of slum and blighted areas.
- (9) Make recommendations as to strategies for the redevelopment of former slum and blighted areas.
- (10) Review annually the city manager's list of recommended capital improvements, not less than ninety (90) days prior to the beginning of the budget year, which in the opinion of the planning, zoning and appeals board are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be detailed by year and level of importance.
- (11) Review and make recommendations on existing and proposed plans for the re-planning, improvement, and redevelopment of neighborhoods.

-
- (12) Make recommendations for special studies as may be required in the performance of its duties.
 - (13) Recommend, under certain circumstances, that the city retain planning and zoning consultants and/or receive technical assistance.
 - (14) Make recommendations on conditional uses and special exceptions.
 - (15) Make recommendations to the city commission when the city is contemplating disposing of city-owned property.
 - (16) It shall prepare and recommend to the city commission ordinances, regulations and other proposals promoting orderly development for the area of the city.
 - (17) It shall perform such other functions as may be given it by appropriate action of the city commission.
 - (18) It shall serve as the part of the local planning agency pursuant to Florida Statute.
 - (19) To hear and make a ruling on an appeal where it is alleged there is an error in any order, requirement, decisions or determination made by the director in the enforcement of the Code.

In performing its appellate authority, the board shall serve as a quasi-judicial body and observe the requirements of quasi-judicial procedures as set out under applicable state law.

- (20) To grant, grant with conditions and safeguards, or deny applications for exceptions and variances to the development regulations of the applicable district.
- (21) To annually grant temporary permits for nonconforming use of buildings or lands in the city for short periods. Said temporary permits shall expire next September 30th after issuance, and must obtain renewal by October 31. See fee schedule for square footage cost.
- (22) To hear and authorize, upon appeal, such variance from the terms of the Code.
- (23) To hear appeals of the decision of a director:
 - a. Any appeal taken from the requirement, decision or determination made by the director charged with the enforcement of the Code shall be filed within thirty (30) days after it is imposed. The director shall bring said appeal before the planning, zoning and appeals board in a form prescribed by the city. Those appealing the director's decision shall specify the grounds on which the decision should be reversed.
 - b. All appeals shall be in writing along with the fee in accordance with the city's fee schedule. All decisions of the planning, zoning and appeals board shall be by resolution within thirty (30) days of the presentation of the written appeal. Any member of the planning, zoning and appeals board, who has a special interest, direct or indirect, in any matter, shall make that interest known and shall abstain from participating in that matter.
 - c. The director or his/her designee from whom the appeal is taken shall upon notification of the filing of the appeal, transmit to the planning, zoning and appeals board all documents, plans and papers constituting the record of the action from which the appeal was taken and may appear before the planning, zoning and appeals board.
 - d. The planning, zoning and appeals board, by a vote of four (4) concurring members, may reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination appealed, to that end the planning, zoning and appeals board shall have all the powers of the official from whom the appeal is taken.
 - e. Any person or persons, aggrieved by any decision of the planning, zoning and appeals board, concerning a zoning issue, may appeal the decision by presenting to the city commission, a petition, duly verified, setting forth that such decision is incorrect or illegal, in whole or in part,

specifying the grounds of the illegality. Such petition shall be presented to the city commission within thirty (30) days after the filing of the decision in the office of the planning, zoning and appeals board or other designated office. All decisions of the planning, zoning and appeals board shall be forwarded to the city commission for final review and disposition.

(24) *Requirements for applications requiring public hearings.*

- a. *Affidavit required.* Each application coming before the board which requires a public hearing shall be accompanied by an affidavit from the property owner, stating that they are the owner(s) or that they have the full and complete permission of the owner(s) to act in their stead, together with a list of the owners and stating that all facts and data presented with the application are true and correct.

(25) *Status of board decisions and procedures for appeals.*

- a. *Board decisions.* In accordance with City of Opa-locka Ordinance No. 15-03, chapter 11, article II, section 11.1-24, all decisions of the board are subject to review and final disposition of the city commission.

(Ord. No. 17-01, § 2, 1-11-17)

Secs. 2-499—2-510. Reserved.

Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED HISTORIC ENVIRONMENTAL PRESERVATION BOARD, SEC. 2-570.81; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS" TO REDUCE THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL ORDINANCES 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 Article XI, Division 13, Section 2-570.81 of the City Code of Ordinances, 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, during the March 26th, 2025, Board Workshop the City Clerk and the Interim City Manager presented the City Commission with collaborative feedback regarding the vitality of City boards; and

WHEREAS, it has been determined that the Historic Environmental Preservation Board (HEPB) has repeatedly been unable to conduct a meeting due to the failure of quorum; and

WHEREAS, it is recommended to amend Article XI, Division 13, Section 2-570.81 of the City Code of Ordinances, to reduce its total number of members from nine (9) to five (5) with two alternates. This will allow for members three (3) of

the members to be Opa-locka residents while the remaining two (2) members shall be professionals. This enables the Board to establish a quorum with three (3) members; and

WHEREAS, the City Commission desires to amend Article XI, Division 13, Section 2-570.81 of the City Code of Ordinances, relating to the Historic Environmental Preservation Board, to reduce the total number of members to establish a quorum.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article XI, Division 13, relating to the Historic Environmental Preservation Board, Section 2-570.81. "Created; composition; term of office; qualifications; organization; meetings; records.", of the City Code of Ordinances, which shall read:

Sec. 2-570.81. Created; composition; term of office; qualifications; organization; meetings; records.

- (a) A historic environmental preservation board ("board") is hereby created, which shall be an advisory body to the commission, consisting of ~~nine (9)~~ five (5) members, each of whom shall be appointed by the city commission, for a term of four (4) years. Each member of the board shall serve until the expiration of his or her term. Members shall be eligible for reappointment. The city commission shall attempt to appoint architects, realtors, historians, art historians, lawyers, engineers, archaeologists or other individuals from the business, financial, or other segments of the community who, by virtue of their profession or business, have demonstrated concern for historic preservation. The historic environmental preservation board shall include not less than one architect; one real estate agent or attorney at law; and one historian or architectural historian. The city manager shall provide qualified professional staff for the board.
- (b) At least ~~five (5)~~ three (3) members of the historic environmental board shall be residents of the city. The city commission, within its discretion, may appoint up to a maximum of ~~four (4)~~ two (2) members of the board who are not residents of the city. These ~~four (4)~~ two (2) appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation and

city beautification. Members of the historic environmental preservation board shall hold no other public office or position in the city.

- (c) The members of the historic environmental preservation board shall elect a chair and vice-chair from among its appointed members. The city commission may remove members and vacancies shall be filled for the unexpired term of any removed member.
- (d) Meetings of the historic environmental preservation board shall meet not less than six (6) times in any calendar year. Records shall be maintained pursuant to state law, findings and determinations showing the vote on each matter and shall file the record and approved minutes of each meeting with the city clerk within thirty (30) days of the date of the meeting, or as soon thereafter as practicable. Members of the historic environmental board shall serve without compensation.
- (e) The historic environmental preservation board may adopt reasonable rules of procedure to govern the conduct of its business and the holding of public hearings and workshops, consistent with procedures established for it by the city commission.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith this 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 D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature:				
Commission Meeting Date:	June 11, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution 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: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA 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:	Planning & Community Development			

Short

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA,FLORIDA, AMENDING THE CITY OF OPA-LOCKA CODE OF ORDINANCES AMENDING ARTICLE XI DIVISION 13 ENTITLED HISTORIC ENVIRONMENTAL PRESERVATION BOARD SEC.2-497 ENTITLED CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS TO REDUCE THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Summary:

During the March 26th, 2025, Board Workshop the City Clerk and the Interim City Manager presented the City Commission with collaborative feedback regarding the vitality of City boards. It has been determined that the Historic Environmental and Preservation Board (HEPB) has repeatedly been unable to conduct a meeting due to the failure of quorum. It is recommended to amend, to reduce its total number of members from seven (7) to five (5) with two alternates. This will allow for three (3) of the members to be Opa-locka residents while the remaining two (2)

members shall be professionals. This will enable the Board to establish a quorum with three (3) members.

Financial Impact- There is no fiscal impact for this ordinance.

Attachment:

^H
Draft Ordinance

Sec. 2-570.81. Created; composition; term of office; qualifications; organization; meetings; records.

- (a) A historic environmental preservation board is hereby created, which shall be an advisory body to the commission, consisting of ~~nine five members with two alternates~~, each of whom shall be appointed by the city commission, for a term of ~~two (2) or~~ four (4) years, ~~except for the initial terms of the board upon its creation. The terms shall be staggered such that not fewer than two (2) nor more than three terms shall expire each year. The terms of board members shall commence on October 1 and shall expire on September 30.~~ Each member of the board shall serve until the expiration of his or her term. Members shall be eligible for reappointment. The City Commission of the City of Opa-Locka shall attempt to appoint architects, realtors, historians, art historians, lawyers, engineers, archaeologists or other individuals from the business, financial, or other segments of the community who, by virtue of their profession or business, have demonstrated concern for historic preservation. The Historic Environmental Preservation Board shall include not less than one architect; one real estate agent or attorney at law; and one historian or architectural historian. The City Manager shall provide qualified professional staff for the Board.
- (b) At least five ~~(5)~~ **(3)** members of the historic environmental board shall be residents of the City of Opa-locka and ~~a registered voter of the City of Opa-locka, Florida. The city commission shall specifically designate these resident members.~~ The city commission, within its discretion, shall appoint up to a maximum of ~~four (4)~~ **two** members of the board who are not residents or registered voters of the City of Opa-locka, Florida. These ~~(four (4))~~ **two (2)** appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation and city beautification. The city commission should ensure to appoint one (1) of each of the following: (i) an architect, (ii) a landscape architect, or (iii) certified arborist. Members of the historic environmental preservation board shall have diverse backgrounds, and whenever possible, prior experience in land use, planning, zoning, legal matters, landscape architecture, historic preservation or working knowledge of historic preservation principles and general working knowledge of tree and plant identification and characteristics. Members of the historic environmental preservation board shall hold no other public office or position in the City of Opa-locka.
- (c) An organizational meeting of the historic environmental preservation board shall be held to elect a chair and vice-chair from among its appointed members. The city commission upon written charges and after public hearing may remove members and vacancies shall be filled for the unexpired term of any removed member.
- (d) At least one (1) regular meeting of the board shall be held each month, as needed and as determined by the chair; special meetings may be called by the chairman or by any three (3), at minimum, regular members of the board. The historic environmental preservation board shall keep record of its proceedings, pursuant to Florida law, findings and determinations showing the vote on each matter and shall file the record and approved minutes of each meeting with the city clerk within thirty (30) days of the date of the meeting, or as soon thereafter as practicable. Members of the historic environmental board shall serve without compensation.
- (e) The historic environmental preservation board may adopt reasonable rules of procedure to govern the conduct of its business and the holding of public hearings and workshops, consistent with any procedures established for it by the city commission.

(Ord. No. 16-13, § 2, 10-12-16)

Sec. 2-570.82. Duties and responsibilities.

The duties and responsibilities of the historic environmental preservation board shall include the following:

- (1) Adopt or amend rules of procedure;

-
- (2) Designate individual sites, districts and archeological zones;
 - (3) Issue or deny certificates of appropriateness and certificates to dig;
 - (4) Approve historical markers and issue certificates of recognition for individual sites and designated properties in a district;
 - (5) Recommend zoning and building code amendments to the proper authorities;
 - (6) Establish guidelines for preservation and criteria for issuance by staff of regular certificates of appropriateness;
 - (7) Promote the awareness of historic preservation and its community benefits;
 - (8) No actions of this board will supersede or be construed as superseding the authority of the city commission;
 - (9) Review and update the historic survey as it applies to the City of Opa-locka for its quality and professional merit, and validate the findings of the survey as bonafide and sincere, and conduct such local research as is considered appropriate;
 - (10) Implement the authority of this chapter and fulfill the tasks set forth for this board by the city commissioners in this and other chapters;
 - (11) Record and maintain records of the board's actions and decisions;
 - (12) Follow and abide by the laws of the United States of America, the State of Florida, Dade County, and the City of Opa-locka;
 - (13) Provide an annual report to the city commission;
 - (14) To make recommendations to amend, and control over the regulating, planting and care of shade and ornamental trees and shrubbery now located or which may hereafter be planted in any public highway, park or pathway, except such as are excluded pursuant to applicable law, including the planting, trimming, spraying care and protection thereof;
 - (15) Make recommendations to regulate and control the use of the ground surrounding the same, so far as may be necessary for their proper growth, care and protection of trees and shrubbery;
 - (16) Move or require the removal of any tree or part thereof dangerous to public safety;
 - (17) Propose regulations, subject to approval by the city commission;
 - (18) Recommend the treatment or removal of any tree situated upon private property which is believed to harbor a disease or insects readily communicable to neighboring healthy trees in the care of the city;
 - (19) Meet once a month, as needed, and keep public record of its resolutions, findings and determinations.
- (Ord. No. 14-05, § 2, 6-11-14; Ord. No. 16-13, § 2, 10-12-16)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PERSONNEL", DIVISION 2 ADDING NEW SECTION **2-222** TO BE ENTITLED "EXTRA COMPENSATION BEYOND STATE STATUTORY LIMITS"; PROVIDING A DEFINITION FOR "CAUSE" AND PROHIBITING SEVERANCE PAY TO CHARTER OFFICERS OR OTHER EMPLOYEES WHERE THE INDIVIDUAL IS TERMINATED FOR CAUSE; PROHIBITING SEVERANCE PAY, BONUS PAY, EXTRA COMPENSATION, OR ADDITIONAL PAYMENT TO ANY CHARTER OFFICER OF THE CITY AFTER SERVICES HAVE BEEN RENDERED OR AFTER A CONTRACT HAS BEEN EXECUTED UNLESS AUTHORIZED BY FLORIDA LAW OR A MAJORITY VOTE OF THE CITY COMMISSION; PROVIDING FOR STATUTORY REQUIRED LANGUAGE TO BE INCLUDED WITHIN FUTURE EMPLOYMENT AGREEMENTS; PROVIDING FOR CERTAIN SEVERANCE PAYMENT TERMS AND CONDITIONS AS CONSISTENT WITH FLORIDA LAW; FORGIVING ANY PAYMENT MADE INCONSISTENT WITH THE TERMS OF THIS ORDINANCE PRIOR TO AND INCLUDING CALENDAR YEAR 2022; PROVIDING THAT ALL PORTIONS OF PREVIOUSLY PASSED RESOLUTIONS ALLOWING FOR SEVERANCE PAY SHALL BE NULL AND VOID AND REPEALED; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY, INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Office of the Auditor General conducted an operational audit of the City of Opa-Locka, Florida ("City") in 2019; and

WHEREAS, the audit cited a lack of adequate controls within the City necessary to promote and encourage compliance with applicable State laws, City ordinances, regulations, and other applicable guidelines; and

WHEREAS, the City Commission desires to rectify outstanding findings determined to be within the City Commission's control; and

WHEREAS, the City Commission desires to Amend Article IV entitled "Personnel", Division 2 to create new section **2-222** of the City of Opa-Locka's Code of Ordinances.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article IV entitled "Personnel", Division 2 to create new section **2-222** of the City of Opa-Locka's Code of Ordinances which shall read:

Section 2-222. Prohibiting Severance Pay and Extra Compensation Beyond State Statutory Limits

- a. No severance pay shall be provided to the City Manager, City Attorney, City Clerk (collectively, "charter officers") or any other employee where the individual is terminated for cause. "Cause" shall include, but is not limited to: misconduct, malfeasance, gross negligence, breach of contract, violation of law, or any other justifiable basis as defined in the officer's employment agreement, City policy or state law.
- b. Pursuant to Section 215.425, Florida Statutes, the City shall not provide any bonus, extra compensation, or additional payment to any Charter Officer of the City after services have been rendered or after a contract has been executed, unless otherwise authorized by Florida law or by a majority vote of the City Commission.

- c. Any contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract: 1) A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation; 2) A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.
- d. Severance pay for a charter officer shall be permitted only in the following cases, and only upon a majority vote of the City Commission: (1) voluntary resignation where severance is a part of the contract terms; and (2) termination without cause where the severance pay does not exceed the limits established under applicable state law.
- e. As a condition of receiving any severance pay, the charter officer must execute a written separation agreement that includes a comprehensive release of liability in favor of the City, its officials, employees, and agents. The release must be in a form approved by the City Attorney and shall fully release the City from any and all claims arising from the officer's employment or separation from the City. The officer shall have thirty-one (31) calendar days from the date of separation or notice of termination to execute and deliver the signed separation agreement to the City Clerk. An agreement is not executed and returned within the 31-day period, the officer shall be deemed to have waived all rights to severance pay, and the City shall have no further obligation to provide such payment. The City shall

issue any approved severance payment within thirty (30) calendar days of receiving the fully executed agreement.

- f. Any extra compensation or severance payments made to a charter officer prior to and including the calendar year 2022 shall be considered forgiven, and no further effort shall be made by the City to recoup such funds. This forgiveness provision applies solely to past payments and does not authorize future payments inconsistent with this ordinance.
- g. All portions of any previously passed resolution permitting severance pay shall be considered null and void and repealed to the extent of any reference to severance. All future employment agreements shall fully adopt the terms of this Ordinance.

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 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 immediately upon its adoption 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

Sponsored By: Mayor Taylor

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**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
				X		X	
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organization ☐				
			Bus. & Economic Development ☒				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name:	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE PROHIBITING SEVERANCE PAY FOR CHARTER OFFICERS TERMINATED FOR CAUSE; PROHIBITING EXTRA COMPENSATION AFTER SERVICES HAVE BEEN RENDERED OR CONTRACTS EXECUTED; REQUIRING THAT ALL PRESENT AND FUTURE CONTRACTS REFLECT THESE PROVISIONS; AUTHORIZING SEVERANCE PAY ONLY IN ACCORDANCE WITH FLORIDA LAW OR AS NEGOTIATED BY THE CITY COMMISSION IN CASES OF VOLUNTARY RESIGNATION OR TERMINATION WITHOUT CAUSE; REQUIRING THE EXECUTION OF A SEPARATION AGREEMENT AND RELEASE OF LIABILITY AS A CONDITION OF ANY SEVERANCE PAY; ESTABLISHING A DEADLINE FOR EXECUTION AND FORFEITURE OF SEVERANCE IF NOT MET; PROVIDING FOR THE FORGIVENESS OF EXTRA COMPENSATION PAID TO CHARTER OFFICERS UP TO THE YEAR 2023; IN EFFORTS TO CURE FINDING NUMBER 49.

Staff Summary:

The Office of the Auditor General conducted an operational audit in 2019. The audit disclosed a pervasive lack of adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, and other applicable guidelines. The Mayor desires to rectify any outstanding findings determined to be within the City Commission's parameters. Finding #49 found that severance pay provisions in City employment agreements were not consistent with State law, and the City paid post-employment extra compensation to a City Manager. To cure finding the following amendments shall be adopted.

Section 1. Prohibition on Severance Pay for Termination With Cause

No severance pay shall be provided to the City Manager, City Attorney, or City Clerk (collectively, "charter officers") in any instance where the individual is terminated for cause. "Cause" shall include, but is not limited to: misconduct, malfeasance, gross negligence, breach of contract, violation of law, or any other justifiable basis as defined in the officer's employment agreement or City policy.

Section 2. Prohibition on Extra Compensation After Services Rendered

Pursuant to Section 215.425, Florida Statutes, the City shall not provide any bonus, extra compensation, or additional payment to any charter officer after services have been rendered or after the contract has been made, unless otherwise authorized by law or by majority vote of the City Commission.

Section 3. Severance Pay Limitations

Severance pay for a charter officer shall be permitted only in the following cases, and only upon a majority vote of the City Commission:

- (a) Voluntary resignation; or
- (b) Termination without cause.

Severance shall not exceed the limits established under applicable state law.

Section 4. Requirement of Separation Agreement and Release

(a) As a condition of receiving any severance pay, the charter officer must execute a written separation agreement that includes a comprehensive release of liability in favor of the City, its officials, employees, and agents.

(b) The release must be in a form approved by the City Attorney and shall fully release the City from any and all claims arising from the officer's employment or separation.

(c) The officer shall have thirty (30) calendar days from the date of separation or notice of termination to execute and deliver the signed separation agreement to the City Clerk.

(d) If the agreement is not executed and returned within the 30-day period, the officer shall be deemed to have waived all rights to severance pay, and the City shall have no further obligation to provide such payment.

(e) The City shall issue any approved severance payment within thirty (30) calendar days of receiving the fully executed agreement.

Section 5. Forgiveness of Past Compensation

Any extra compensation or severance payments made to charter officers prior to and including the calendar year 2023 shall be considered forgiven, and no further effort shall be made by the City to recoup such funds. This forgiveness applies solely to past payments and does not authorize future payments inconsistent with this ordinance.

Section 6. Future Employment Contracts

All present employment agreements shall automatically adopt the terms of this ordinance, future employment agreements or renewals for charter officers shall reflect and incorporate the terms of this ordinance. No contract shall provide for severance inconsistent with these provisions.

Financial Impact- There is no financial impact.

Proposed Action:
Staff will adhere to the desire of the City Commission.
Attachment(s):

- An individual was appointed City Manager at the November 24, 2015, City Commission meeting and remained in that position until he resigned effective August 1, 2016. Another individual was appointed City Manager at the August 2, 2016, City Commission meeting and remained in that position until she resigned in July 2017.

Pursuant to City ordinances,¹⁶⁹ the City must establish a search committee to search for candidates for the City Manager position, evaluate the candidates' qualifications, and recommend no more than five candidates for consideration to fill the position. In addition, City ordinances¹⁷⁰ provide that the search committee is to "make every effort to conduct a thorough local and nationwide search for candidates" for the City Manager position. Although we requested, we were not provided records evidencing advertisement of the City Manager position prior to the City Commission appointments of either of these individuals to the City Manager position or any other records evidencing efforts to solicit or evaluate other candidates for the position. Consequently, City records did not evidence compliance with the City ordinance requirements to conduct a local and nationwide search for candidates for the City Manager position and evaluate the qualifications of the candidates.

Advertising for the City Manager position and using a documented candidate evaluation process would have demonstrated that the City Commission used a fair, equitable, and unbiased process to select the best available candidate to fill the position.

- The City provided a City Manager a rental car at a cost to the City of \$10,759 during the period December 2015 through June 2016. However, although we requested, we were not provided records evidencing City Commission approval of the rental car for City Manager use. Absent such documentation, City records did not demonstrate authority for the rental car and its use by the City Manager may have been contrary to City Commission intent.

Recommendation: For future City Manager selections, the City should comply with City ordinances and establish a search committee to conduct a thorough local and nationwide search for candidates, evaluate candidates' qualifications, and recommend candidates for City Commission consideration. In addition, the City should limit City Manager compensation to that established by the City Commission.

Finding 49: Extra Compensation

Pursuant to State law,¹⁷¹ no City employee may be paid extra compensation after the service has been rendered or the contract made. State law also requires that employment agreements entered on or after July 1, 2011, that contain a provision for severance pay must include a provision requiring that such pay not exceed an amount greater than 20 weeks of compensation and prohibit severance pay when the employee has been fired for misconduct as defined by State law.¹⁷²

During the period July 2015 through April 2017, the City entered into three employment agreements with severance pay provisions, including agreements with two of the five individuals who held the City Manager position and an individual in the City Clerk position. Our examination of City records and discussions with City personnel disclosed that:

- The agreements did not prohibit severance pay in the event the employee was fired for misconduct.

¹⁶⁹ Section 2-8.4, City of Opa-locka Code of Ordinances.

¹⁷⁰ Section 2-8.4(c), City of Opa-locka Code of Ordinances.

¹⁷¹ Section 215.425, Florida Statutes.

¹⁷² Sections 215.425(4)(a)2. and 443.036(29), Florida Statutes.

- According to one City Manager's employment agreement, the City would provide him with an automobile and full coverage automobile insurance during the term of his employment agreement. The agreement also indicated that, upon termination of the agreement for any reason, he would receive severance pay "in the amount of 20 weeks salary" and the City would enter into a separate agreement with him with a term of not less than 2 months for management consulting relating to the transition of the City Manager position. The employment agreement further provided that his compensation for the consulting services was to be at the same rate of compensation, including benefits, as he received as City Manager. Notwithstanding, we noted that this City Manager received extra compensation as:
 - At its November 24, 2015, meeting, the City Commission adopted a resolution¹⁷³ terminating the City Manager's employment effective that date. However, he remained on the City payroll through June 10, 2016, or a total of 28 weeks after the effective date of the resolution. Specifically, he was paid 20 weeks of salary for 10 biweekly pay periods (November 28, 2015, through April 15, 2016) and, on June 15, 2016, the City paid him another \$23,077 for 8 additional weeks of salary for 4 biweekly pay periods (April 16 through June 10, 2016). Also, while the employment agreement specified that the City would enter into a separate agreement for management consulting for not less than 2 months, the City did not enter into such an agreement. Although we requested, we were not provided records evidencing that the former City Manager provided services, either as an employee or consultant, subsequent to November 24, 2015, his last day of employment. Absent records evidencing services provided as either an employee or consultant, the \$23,077 represents extra compensation.
 - At a cost of \$6,903, the City continued to provide him a rental car, and pay related costs (e.g., insurance, tolls), after November 24, 2015, his last day of employment, through July 12, 2016. One section of the employment agreement provided that, upon termination from employment, he would be entitled to "all compensation," including salary; accrued benefits, including sick and vacation days; and any unpaid car or expense allowances as permitted by State law, provided that such severance pay did not exceed 20 weeks of compensation. However, another section of the employment agreement provided that, if he was terminated without cause, he was to be paid severance of 20 weeks of salary and did not mention providing him an automobile subsequent to his last day of employment. Consequently, it is unclear from the employment agreement whether the City Commission intended to continue providing him an automobile as severance pay after his last day of employment. If it was the City Commission's intention to do so, the City could only do so for up to 20 weeks, or through mid-April 2016, consistent with the 20-week compensation limit prescribed in State law, and the \$4,485 paid for the automobile costs after that date would represent extra compensation. Otherwise, the entire \$6,903 would represent extra compensation.

Although we inquired, City personnel did not explain the inconsistencies between employment agreement provisions or the instances of extra compensation not permitted by State law.

Recommendation: The City should ensure that severance pay provisions in employment agreements prohibit severance pay when the employee has been fired for misconduct and that extra compensation is not paid after the service has been rendered or the contract made. In addition, the City should take appropriate action to recover from the former City Manager the extra salary compensation and applicable automobile costs.

¹⁷³ City of Opa-locka Resolution No. 15-9116.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S PURCHASING CODE TO CREATE NEW SECTION 2-325 TO BE ENTITLED "ESTABLISHING CONTRACTUAL SERVICE CONTROLS", PROVIDING FOR GREATER MONITORING AND ENFORCEMENT OF TERMS AND CONDITIONS OF CONTRACTS TO ENSURE THAT CONTRACT DELIVERABLES ARE PROVIDED; ALLOWING FOR PAYMENT OF CONTRACTUAL DEPOSITS WHEN AUTHORIZED; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Office of the Auditor General conducted an operational audit of the City of Opa-Locka, Florida ("City") in 2019; and

WHEREAS, the audit cited a lack of adequate controls, within the City, necessary to promote and encourage compliance with applicable State laws, City ordinances, regulations, and other applicable guidelines; and

WHEREAS, the City is responsible for monitoring and enforcing the terms and conditions of all contracts to ensure that contract deliverables are appropriately provided, and related payments are adequately supported; and

WHEREAS, the City is responsible for ensuring that desired services are received at agreed upon rates and that payment for services are supported by detailed records; and

WHEREAS, the City Commission desires to implement the following controls by amending Article VI of the City's Purchasing Code to create new Section 2-325.

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article VI of the City's Purchasing Code to create new Section 2-325 to establish contractual controls.

Establishing Contractual Service Controls.

Section 2-325. Verification of Services Required Prior to Payment

(1) Except as permitted by this under Section, no payment shall be issued by the City for contractual services unless and until authorized by the City Manager and verified that documented services were:

- (a) Satisfactorily received;
- (b) Performed in accordance with the contract or agreement terms; and
- (c) Delivered in full pursuant to agreed upon milestones, unless an exception is granted in writing by the City Manager or designee.

(2) Advance deposits or retainers may be permitted when the following conditions apply:

- (a) Clearly authorized by written agreement;
- (b) Approved by the City Manager or designee following City Commission approval of same; and
- (c) Documented with clear terms regarding purpose, amount, and payback terms.

(3) Contract Language Requirement

All City contracts for services shall include language stating the following:

- (a) No final or milestone payment shall be made unless services have been verified by the City Manager or designee and work has been satisfactorily performed;
- (b) Advance deposits may be made only if expressly authorized by this Agreement.

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 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 5. Effective Date.

Sponsored By: Mayor Taylor

This Ordinance shall take effect immediately upon its adoption 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.

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**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
				X		X	
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes		No	
				align="center"> X			
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organization ☐				
			Bus. & Economic Development ☒				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name:	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE CURING FINDING NUMBER 75, REQUIRING CITY PERSONNEL TO VERIFY THAT CONTRACTUAL SERVICES HAVE BEEN SATISFACTORILY RECEIVED IN ACCORDANCE WITH THE CONTRACT OR AGREED-UPON TERMS PRIOR TO PAYMENT; ALLOWING FOR PAYMENT OF CONTRACTUAL DEPOSITS WHERE AGREED.

Staff Summary:

The Office of the Auditor General conducted an operational audit in 2019. The audit disclosed a pervasive lack of adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, and other applicable guidelines. The Mayor desires to rectify any outstanding findings determined to be within the City Commission's parameters. Finding #75 stated City controls for monitoring purchased services and franchise fee collections need enhancement. To cure the finding the following amendments shall be adopted.

Section 1. Verification of Services Required Prior to Payment

Except as permitted under Section 2, no payment shall be issued by the City for contractual services unless and until authorized City personnel have verified and documented that the services were:

- (a) Satisfactorily received;
- (b) Performed in accordance with the contract or agreement; and
- (c) Delivered in full or per agreed milestones, unless an exception is granted in writing by the City Manager or designee.

Section 2. Advance Deposits Permitted if Contractually Authorized

Advance deposits or retainers may be paid only if:

- (a) They are clearly authorized in the written agreement;
- (b) Approved by the City Manager or designee; and
- (c) Documented with clear terms regarding purpose, amount, and refundability.

Section 3. Contract Language Requirement

All City contracts for services shall include language stating:

- No final or milestone payment shall be made unless services have been verified by City staff as satisfactorily performed;
- Advance deposits may be paid only if expressly authorized and documented in the agreement.

Section 4. Updates to Standard Contracts

The City Manager and City Attorney shall revise all standard service contract templates to include these provisions. No new contracts shall be executed without this language unless waived by a majority vote of the City Commission.

Financial Impact: There is no financial impact.

Proposed Action:

Staff will adhere to the desire of the City Commission.

Attachment(s):

Finding 75: Monitoring of Purchased Services

The City is responsible for monitoring and enforcing the terms and conditions of all contracts to ensure that contract deliverables are appropriately provided, and related payments are adequately supported. Regardless of whether a written contract is properly executed for purchased services, the City is responsible for ensuring that desired services are received at agreed-upon rates and that payments for services are adequately supported by detailed records.

As part of our audit, we requested and examined City records supporting 55 selected payments to vendors totaling \$3.6 million associated with 37 purchased services. Our examination disclosed that payments were not always supported by records evidencing the satisfactory receipt of the services and the appropriateness and accuracy of the amounts billed. Specifically, for 18 (33 percent) of the 55 selected payments we found that:

- 7 payments totaling \$566,684 were not supported by a written contract or other documentation evidencing that the City intended to receive the services from the vendor at the rates charged. These payments included:
 - 2 payments totaling \$407,636 to a vendor (Miami-Dade County) for sewage disposal services. In addition, City records were not provided to evidence that City personnel verified the accuracy of the meter readings shown on the County invoices and used to calculate the amounts due or the accuracy of a \$35,480 adjustment for the “Results of Fiscal Year 2013/14 True-Up” included in one of the County invoices.
 - 2 payments totaling \$38,880 to a vendor for security services billed at \$15.00 per hour. Previously, from August 2013 through January 2015 when the City had a written contract with the vendor, the City paid \$11.70 per hour for these services. In addition, although the vendor invoices indicated the dates security was provided and that 24-hour security was provided each day, City records demonstrating the actual receipt of security services for the dates and hours indicated on the invoices were not provided.
 - A payment for \$52,689 to a vendor for services related to a sanitary sewer evaluation system study, pump station testing, and inspections. In addition, City records were not provided to evidence that the vendor actually provided the billed services.
 - A payment for \$46,975 that included \$45,000 for services related to the preparation of a “Sanitary Sewer Evaluation Phase III report” for the City. In addition, we were not provided a copy of the report the vendor allegedly prepared or other records evidencing that City personnel verified that the City received the billed services.
 - A payment for \$20,504 for which the vendor invoice did not provide enough detail to indicate the exact nature of the services provided or the basis for the late fees charged. No additional records were provided to support this payment.
- 2 payments totaling \$145,807 to a vendor for residential solid waste collection and disposal services were not supported by sufficiently detailed documentation. One \$72,897 payment, dated December 22, 2015, was supported by an invoice for November 2015 residential solid waste collection services. However, City records were not provided to evidence that City personnel verified the accuracy of the amount billed based on the contract terms, which provided that the City would bill and collect from residents a monthly fee and pay the vendor a monthly amount based on the number of residential units served at specified rates.²⁷¹ The other payment, dated March 9, 2017, for \$72,910 was supported by an invoice for “RUBBISH REMOVAL.” However,

²⁷¹ The specified rates varied depending on the number of collection containers assigned to a residence.

the invoice did not include any details as to how the invoice amount was calculated and, although we requested, we were not provided records evidencing the basis for the payment amount.

- 9 payments totaling \$39,666 to a former City Manager for consulting services and related expenses were not adequately supported. Specifically:
 - 4 payments totaling \$25,000 were made pursuant to a written contract that indicated the consultant would perform certain specified tasks such as interfacing with the Miami-Dade County Property Appraiser and Value Adjustment Board, working with the City Attorney regarding “challenge applicants,” implementing a strategic plan for dealing with “unscrupulous methods to avoid paying assessed property values,” working with the economic recovery team, and exploring economic and community development opportunities. The contract provided that the consultant would be paid \$5,000 a month for 5 months beginning April 2015. However, the contract did not require the consultant to provide any deliverables or submit billings with details of activities and actual time spent performing the tasks and City records were not provided to evidence that the consultant had performed the required tasks.
 - A payment for \$666 was supported by an invoice for consultant travel expenses for a trip to Atlanta and Birmingham on official City business. The charges included \$269 for airfare, \$168 for a rental car, \$129 for lodging, and \$100 for checked baggage. However, the invoice did not indicate how the travel expenses related to the tasks specified in the consultant’s contract and was not accompanied by receipts evidencing that the consultant had actually incurred the expenses. No additional records were provided to support this payment.
 - 4 payments totaling \$14,000, including a \$2,000 payment for a retainer and 3 payments of \$4,000 each, were made pursuant to another City contract with the consultant that indicated the consultant would perform certain specified tasks related to the City’s financial recovery plan and be paid \$4,000 a month (the contract was effective January 2016 but did not specify a contract term). However, the contract did not require the consultant to provide any deliverables or submit billings with details of activities and actual time spent performing the tasks and City records were not provided to evidence that the consultant had performed the required tasks.

We also noted that, when a vendor providing commercial solid waste collection and disposal services for the City experienced financial difficulties, another vendor assumed the contract. The contract, which was effective through September 2016, provided that, in exchange for the City granting the vendor the exclusive right to collect and dispose of solid waste from commercial establishments and nonresidential units within the City limits, the vendor would pay the City a monthly franchise fee of 28 percent of the vendor’s gross revenue from billed customers. The City entered into a separate contract with the vendor in February 2015, whereby the vendor agreed to pay the City unpaid franchise fees totaling \$115,823 owed to the City by the previous vendor. The payments were to be paid in 10 consecutive monthly installments of \$11,582.30 beginning March 15, 2015. However, although we requested, we were not provided records evidencing that the vendor made any franchise fee payments to the City, pursuant to either contract. In addition, although we requested, we were not provided records evidencing that City personnel calculated the amount of franchise fees owed to the City based on the vendor’s gross revenue from billed customers or that the City made any effort to collect the franchise fees.

Absent effective monitoring for purchased services, the City has limited assurance that it is receiving the desired services at agreed-upon rates, and there is an increased risk that vendor noncompliance with contract terms will not be detected and overpayments may occur.

Recommendation: The City should enhance policies and procedures to ensure that:

- Prior to payment for contractual services, City personnel document verification that services were satisfactorily received in accordance with the contract or other agreed-upon terms.
- Franchise fees are collected from vendors providing commercial solid waste collection and disposal services.

In addition, we recommend that the City, in consultation with the City Attorney, take appropriate actions to collect unpaid franchise fees.

Finding 76: 5-Year Recovery Plan Consultants

The City was required to prepare and submit a 5-year financial recovery plan to the Governor for the 2016-17 through 2020-21 fiscal years and, to assist in preparing this plan, the City contracted with and obtained services from several consultants. City ordinances²⁷² prescribe requirements for the procurement of consulting and other contractual services. Our audit procedures disclosed deficiencies in City processes for selecting and paying the consultants that assisted the City in preparing the recovery plan.

At its January 25, 2017, meeting, the City Commission adopted a resolution²⁷³ authorizing the City to “piggyback”²⁷⁴ Miami-Dade County’s “miscellaneous management services agreement” with a consultant (Consultant 1) and enter into an agreement with the Consultant for services related to developing the recovery plan. We listened to recordings of the meeting and determined that the Commission’s action was based on a City Manager recommendation to use Consultant 1 because the Consultant had been vetted by the County. The City executed a contract with Consultant 1 on March 1, 2017, that provided that the Consultant’s fees would range from \$40,000 to \$80,000 and, once the fees reached \$40,000, the Consultant would notify the City and provide an estimate of the hours and fees needed to complete the engagement. Our discussions with City personnel and review of documentation associated with this contract disclosed that:

- Although Miami-Dade County used a request to qualify (RTQ) process to identify Consultant 1 as a potential vendor qualified to provide management consulting services for the County, City records did not evidence that the County executed a contract with Consultant 1 prior to the January 2017 City Commission resolution. Consequently, at the time of the resolution, there was no County contract for the City to piggyback.
- City ordinances²⁷⁵ require that, except in certain circumstances, contractual service contracts of \$3,500 or more be awarded using competitive sealed bids or proposals. Although the

²⁷² Sections 2-316(8), 316(10), and 320, City of Opa-locka Code of Ordinances.

²⁷³ City of Opa-locka Resolution No. 17-9306.

²⁷⁴ To “piggyback” is to use another entity’s contract to acquire similar commodities or services at the same or lower price without following prescribed procurement requirements. Section 2-316(10), City of Opa-locka Code of Ordinances, authorized the City Manager to use competitive bids of other public entities within the State of Florida for purchasing purposes when it was determined to be in the City’s best interest.

²⁷⁵ Sections 2-320(b) through (f) and (j), City of Opa-locka Code of Ordinances. According to City ordinances, circumstances for not utilizing a competitive selection process include instances when Federal or State law prescribe to whom the contract is to be awarded, services are available from only one source, or emergency action is needed due to an immediate danger to the public health, safety, or welfare of the City residents.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-8.4 OF THE CITY OPA-LOCKA CODE OF ORDINANCES TO PROVIDE AN OPTION FOR THE CITY COMMISSION TO ESTABLISH A SEARCH COMMITTEE OR APPOINT BY MAJORITY VOTE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK; PROVIDING FOR A LOCAL AND/OR NATIONAL SEARCH AT THE OPTION OF THE CITY COMMISSION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Office of the Auditor General conducted an operational audit of the City of Opa-Locka, Florida ("City") in 2019; and

WHEREAS, the audit cited a lack of adequate controls, within the City, necessary to promote and encourage compliance with applicable State laws, City ordinances, regulations, and other applicable guidelines; and

WHEREAS, the City Commission desires to rectify any outstanding findings determined to be within the City Commission's power and control; and

WHEREAS, in an effort to cure Finding #78, the City Commission desires to adopt the following amendment to Chapter 2, Article I, Section 2-8.4 of the City of Opa-Locka's Code of Ordinances as set forth herein.

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 Chapter 2, Article I, Section 2-8.4, of the City of Opa-Locka's Code of Ordinances, entitled "Search committee established", which shall read:

Sec. 2-8.4. - Search committee established as option.

(a) There shall may be established a five (5) member search committee for the purpose of soliciting, screening and recommending, when applicable, candidates for the positions of city manager, city attorney and city clerk.

(b) The committee shall mean the city commission, or any other such committee appointed by the city commission to solicit, screen and recommend candidates for the positions of city manager, city attorney and city clerk. The committee shall elect a chairperson and determine its meeting dates and times. The committee shall notice and conduct its meetings in accordance with the City's Charter and Code, and applicable federal, state and local laws. If the city commission decides to appoint a search committee, other than itself to serve, the names of the appointees of the mayor and each commissioner shall be submitted to the city clerk not later than ten (10) days of the position becoming vacant.

(c) If a search is conducted, ~~T~~the search committee shall make every effort to conduct a thorough local and /or nationwide search for candidates for the positions of city manager, city attorney and city clerk.

(d) In conducting its search for candidates, the committee shall use, at a minimum, the qualifications for the positions contained in articles I, III and V, respectively, of the City Charter as the criteria for evaluating each candidate.

(e) The committee shall convene and conduct its search and make a recommendation, if applicable, of no more than five (5) candidates for the vacant position.

(f) The search committee's ~~term~~ shall dissolve ~~and~~ automatically upon the appointment by the ~~at such time as the city commission~~ of a candidate to the vacant position. ~~makes appointments to the positions of city manager, city attorney and city clerk.~~

(g) Nothing set forth in this section shall be prevent the City Commission from directly appointing a candidate by a majority vote of the City Commission for the positions of City Manager, City Clerk and City Attorney.

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 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 immediately upon its adoption 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:

Sponsored By: Interim City Manager

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**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
				X		X	
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes		No	
				align="center"> X			
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organization ☐ Bus. & Economic Development ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐				
Sponsor Name:	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE AMENDING SECTION 2-8.4 OF THE CITY CODE TO PROVIDE THE CITY COMMISSION WITH THE OPTION TO ESTABLISH A SEARCH COMMITTEE, CONDUCT A LOCAL AND/OR NATIONAL SEARCH, OR APPOINT BY MAJORITY VOTE CANDIDATES FOR THE POSITIONS OF CITY MANAGER, CITY ATTORNEY, OR CITY CLERK.

Staff Summary:

The Office of the Auditor General conducted an operational audit in 2019. The audit disclosed a pervasive lack of adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, and other applicable guidelines. The Mayor desires to cure any outstanding findings determined to be within the City Commission's parameters. Finding #78 determined that the City did not follow City ordinances when selecting a law firm to act as City Attorney and the contract executed with the selected firm contained several deficiencies. To cure the finding number , the following amendments shall be adopted.

Sec. 2-8.4. – Search Committee Established.

(a) The City Commission shall have the option to:

1. Establish a five (5) member search committee;
2. Conduct a local and/or national search; or
3. Appoint a candidate by a majority vote of the City Commission for the positions of City Manager, City Attorney, or City Clerk.

(b) If the City Commission elects to establish a search committee, the committee shall be composed of five (5) members for the purpose of soliciting, screening, and recommending, when applicable, candidates for the aforementioned positions.

(c) For the purposes of this section, “committee” shall mean:

1. The City Commission sitting as a search committee; or
2. Any other such committee appointed by the City Commission to carry out the duties described herein.

The committee shall elect a chairperson and determine its meeting dates and times. All meetings shall be publicly noticed and conducted in accordance with the City Charter, Code of Ordinances, and applicable federal, state, and local laws.

If the City Commission decides to appoint a search committee, the names of the appointees of the Mayor and each City Commissioner shall be submitted to the City Clerk no later than ten (10) days after the position becomes vacant.

(d) The search committee shall make every reasonable effort to conduct a thorough local and/or national search for candidates.

(e) In evaluating candidates, the committee shall, at a minimum, use the qualifications set forth in Articles I, III, and V of the City Charter, respectively, for each position.

(f) Upon completion of the search, the committee shall recommend no more than five (5) qualified candidates for consideration by the City Commission.

(g) The search committee shall dissolve automatically upon the appointment by the City Commission of a candidate to the vacant position.

Financial Impact- There is no financial impact.

Proposed Action:

Staff will adhere to the desire of the City Commission.

Attachment(s):

requiring detailed billings, the City cannot be assured that invoices for services are in accordance with the contract, thereby increasing the risk of over payments for those services.

Recommendation: The City should establish policies and procedures, consistent with State law, requiring:

- The establishment and use of an audit committee to select auditors.
- Use of detailed descriptions of evaluation criteria and written evaluation committee instructions for reviewing and scoring RFP responses using those criteria.
- Documented explanations when individual evaluator scores vary significantly for a specific criterion.
- Maintenance of records justifying procurement decisions that deviate from audit committee rankings and management recommendations.

In addition, we recommend that the City ensure that contracts for audit services include provisions required by State law and that, prior to payment, City personnel verify that invoices for audit services provide sufficient detail to demonstrate compliance with the terms of the audit services contract.

Finding 78: Legal Services

Pursuant to its Charter,²⁹⁵ the City contracts with a law firm to act as the City Attorney. When seeking candidates to fill a City Attorney position vacancy, City ordinances²⁹⁶ require the City to establish a search committee.

At its February 19, 2015, meeting, the City Commission directed City personnel to issue an RFP for the City Attorney vacancy and at its March 5, 2015, meeting, the City Commission selected a firm to serve as the City Attorney. During the period October 2015 through April 2017, the City paid the firm \$486,809 for its services.

Our examination of City records and discussions with City personnel regarding the process used to select the City Attorney disclosed:

- Pursuant to City ordinances,²⁹⁷ the search committee was required to “make every effort to conduct a thorough local and nationwide search for candidates” for the City Attorney position. Although we requested, we were not provided City records evidencing that the City Attorney vacancy was advertised in a manner to attract non-local firms. Such advertising could have included, for example, advertisements in publications such as the Florida Bar Journal or publications of national organizations affiliated with legal services, or direct solicitation of RFPs from non-local firms. Consequently, City records did not evidence compliance with the requirement to conduct a nationwide search for candidates for the City Attorney position.
- Pursuant to City ordinances,²⁹⁸ the search committee was required to evaluate the candidates’ qualifications and recommend no more than five candidates for consideration to fill the position. At the City Commission’s March 5, 2015, meeting, representatives of four candidate firms made presentations to the City Commission and answered questions, after which the City Commission

²⁹⁵ Section 3.7, City of Opa-locka Charter.

²⁹⁶ Section 2-8.4, City of Opa-locka Code of Ordinances.

²⁹⁷ Section 2-8.4(c), City of Opa-locka Code of Ordinances.

²⁹⁸ Section 2-8.4(d) and (e), City of Opa-locka Code of Ordinances.

selected one of the candidates to serve as the City Attorney. Although we requested, we were not provided records evidencing the criteria used to evaluate the four candidates or how the candidates were ranked based on such criteria. Consequently, City records did not demonstrate that the City Commission selected the best candidate.

- The firm that previously acted as City Attorney was paid a retainer of \$16,667 per month whereas the initial contract with the new firm provided for a retainer of \$22,000 per month, an increase of \$5,333 or 32 percent per month. Although we requested, City personnel did not provide an explanation or records evidencing the City's methodology for determining the reasonableness of the new firm's monthly retainer.

Under the above conditions, the City's chances of finding the most qualified law firm at a reasonable cost were significantly diminished. Use of a documented competitive selection process would demonstrate the City Commission's commitment to the fair, equitable, and economical procurement of legal services.

The City Commission, at its March 30, 2015, meeting, adopted a resolution²⁹⁹ approving a contract be executed with the new firm selected to serve as the City Attorney. City ordinances³⁰⁰ require that every procurement of contractual services be evidenced by a written agreement (contract) embodying all provisions and conditions of the procurement. Properly written contracts protect contracting party interests, identify the responsibilities of all parties, define the services to be performed, and provide the basis for payment. In addition, pursuant to State law,³⁰¹ when the City enters into a contract, or renewal or renegotiation of an existing contract, that contains a provision for severance pay, the contract must also include a provision that precludes severance pay from exceeding 20 weeks of compensation and a provision prohibiting severance pay when the contractor has been fired for misconduct, as defined by State law.³⁰²

Our examination of City records and discussions with City personnel regarding the City's contract with the law firm disclosed that:

- The City Manager executed a contract with the firm on March 5, 2015, the date the City Commission selected the firm to serve as City Attorney, but 25 days before the City Commission officially approved the contract. Execution of a contract prior to City Commission approval and failure to maintain documentation evidencing the proposal terms increases the risk that the terms of the contract may not be favorable to the City or consistent with City Commission intent.
- At its December 14, 2016, meeting, the City Commission approved certain revisions to the contract, including extending the contract period through February 5, 2019. The revised contract provided that the City may terminate its contract with the firm for "Good Cause" (defined as breaching material terms of the contract), in which case the firm would be paid 5 months (or the equivalent of 21.7 weeks) of compensation. However, there is no apparent public purpose served by providing severance pay to a firm for material breach of contract and the provision is contrary to State law,³⁰³ which requires contracts to specify that severance pay may not exceed 20 weeks of compensation and to prohibit severance pay in the event the firm is fired for misconduct.

²⁹⁹ City of Opa-locka Resolution No. 15-8952.

³⁰⁰ Section 2-321(a), City of Opa-locka Code of Ordinances.

³⁰¹ Section 215.425(4)(a), Florida Statutes.

³⁰² Section 443.036(29), Florida Statutes.

³⁰³ Section 215.425(4)(a)1. and 2., Florida Statutes.

In addition, the Executive Office of the Governor, Office of the Chief Inspector General (CIG), issued a report³⁰⁴ describing several other deficiencies regarding the City Attorney contract related to scope of services, compensation, method for billing chargeable time, travel expenses, private work, and terms that should have been included in the contract. Given these contract deficiencies, the City may be limited in its ability to require satisfactory performance in the event of a dispute with the City Attorney. Also, severance pay contract provisions that are contrary to good business practices and State law could result in the City Attorney inappropriately receiving severance pay or receiving severance pay exceeding amounts permitted by State law.

The contract revisions approved by the City Commission at its December 14, 2016, meeting included a reduction of the monthly retainer from \$22,000 to \$19,800 per month effective October 1, 2016. However, according to City records, the City continued to pay a monthly retainer of \$22,000 for the months of October through December 2016, for a total apparent overpayment of \$6,600 (this overpayment was also noted in the aforementioned CIG report). The City Attorney's law firm detected the overpayment and reimbursed the City for the \$6,600 overpayment in October 2017. In the absence of effective contract monitoring, including procedures to ensure that contractors comply with applicable contract terms and conditions and invoices support the receipt of specified services, the City has limited assurance that it is receiving desired services at agreed-upon rates, and there is an increased risk of overpayment to the contractor.

Recommendation: For future selections of a law firm to serve as City Attorney, the City should:

- Ensure compliance with City ordinances is documented.
- Execute a contract with the selected firm only after the proposed contract has been approved by the City Commission.
- Ensure that contract provisions are consistent with State law and good business practices.

In addition, we recommend that the City amend the City Attorney contract to address the above-noted deficiencies and those noted by the CIG and enhance controls over contract monitoring to ensure payments to the City Attorney are made in accordance with the contract.

Finding 79: Insurance Procurement

The City obtains insurance coverages for general liability, motor vehicle, property, and workers' compensation through the Florida Municipal Insurance Trust (FMIT).³⁰⁵ According to City records, FMIT annual premium assessments have increased significantly over the past several fiscal years. For example, FMIT annual premium assessments for these coverages increased from \$1 million for the 2013-14 fiscal year to \$1.7 million for the 2017-18 fiscal year, a 68-percent increase.

City ordinances³⁰⁶ require formal bids and written contracts for insurance purchases exceeding \$5,000. Although we requested, we were not provided records evidencing that a competitive selection process was used for the most recent procurement of insurance. Additionally, although City ordinances³⁰⁷

³⁰⁴ CIG June 20, 2018, report titled *Review of City of Opa-locka Legal Services*.

³⁰⁵ FMIT is a nonprofit, tax-exempt risk-sharing pool that provides coverage for public entities within the State of Florida.

³⁰⁶ Sections 2-317 and 2-319(a), City of Opa-locka Code of Ordinances.

³⁰⁷ Section 2-319(a)4., City of Opa-locka Code of Ordinances.

Sponsored by: Vice Mayor Kelley

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO ADVISE ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN SERVICES DIRECTOR; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES; AMENDING SECTION 2-537 TO DELETE CERTAIN INAPPLICABLE TIMELINES; AMENDING SECTION 2-539 TO REMOVE PENALTIES; AMENDING SECTION 2-541 TO SPECIFY PERSONS EXEMPT FROM TESTS; ADDING SECTION 2-542 TO SPECIFY THAT IN THE CASE OF CONFLICT, COLLECTIVE BARGAINING AGREEMENTS SHALL PREVAIL OVER THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") adopted a new charter on November 6, 2012, thereby abolishing the Civil Service Board that was set forth in the old charter; and

WHEREAS, the City Commission re-established a new Civil Service Board on June 18, 2018, however, said board has been inactive since that time and City operations have significantly changed, including the adoption of new collective bargaining agreements; and

WHEREAS, the City Commission desires to more specifically define the powers and duties of the Civil Service Board and the Department of Human Resources as set forth herein.

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 Section 2-526 entitled “Powers and Duties” to read as follows with all other provisions of this section remaining the same:

Sec. 2-526. Power and duties.

The board shall have power to:

- (1) Advise the city commission and the city manager on issues concerning personnel administration.*
- (2) Advise and recommend to ~~assist~~ the city manager on matters fostering the interest of institutions of learning, civic, professional and employee organizations in the improvement of personnel standards in the municipal service.*
- ~~(3) Hear appeals in case any officer or employee in the classified service is suspended, reduced or removed, and report in writing to the city manager its findings and recommendations.~~ Hear from any employee appearing in person during a properly noticed meeting of the civil service board who desires to express concerns regarding personnel matters or working conditions. If deemed valid by the board, make reasonable and appropriate inquiry to the City Manager and allow no less than twenty (20) days for the City Manager to respond before making a recommendation to the City Manager that is approved by a majority the board’s members. In the event the City Manager does not respond, nothing herein shall prohibit the civil service board from making recommendations to the City Manager.*
- (4) Perform such other duties ~~with reference to personnel administration~~ not otherwise inconsistent with the charter or any city commission approved contracts with a recognized union, as the city commission may require by ordinance.*

Section 2. Amending Section 2-530 entitled "Powers of Human Resources Director"

to read as follows with all other provisions of this section remaining the same:

Sec. 2-530. Powers of human resources director.

That the human resources director shall have power and shall be required to:

- (1) Hold competitive examinations for all appointments in the classified service, restricted to persons qualified to perform the duties of the position where practicable;
- (2) Give wide publicity through appropriate channels in each case to all announcements of competitive examinations to the end of encouraging qualified persons to take such examinations;
- (3) ~~Prepare and recommend to the civil service board such personnel rules that shall be reviewed by the civil service board prior to implementation where practicable; as he or she may consider necessary, appropriate or desirable to carry out the provisions hereof;~~
Prepare and recommend to the civil service board such personnel rules that shall be reviewed by the civil service board prior to implementation where practicable;
- (4) Prepare, install, and maintain a classification plan based on the duties, authority and responsibility of positions in the city service;
- (5) Prepare and maintain a pay plan for all City employees which shall be reviewed by the civil service board prior to implementation in the city service;
- (6) Establish and maintain a roster of all City employees in the municipal service in which there shall be set forth:
 - a. The class title of the position held,
 - b. Salary or pay,
 - c. Any changes in class title, pay or status,
 - d. Such other data as maybe deemed desirable or useful to produce significant facts pertaining to personnel administration;
- (7) Periodically review ~~Certify~~ all payrolls for persons in the classified service; ~~No payment for personal service to any person in the classified service of the city shall be made unless the payroll vouchers bear the certification of the human resources director or his or her authorized agent that the persons mentioned therein have been appointed and employed in accordance with the provisions of this article;~~
Periodically review all payrolls for persons in the classified service;
- (8) Develop and establish training and educational programs for persons in the municipal service;
- (9) Investigate periodically the operation and effect of the human resources department and the rules promulgated thereunder, and report annually his or

her findings and recommendations to the city manager, with a copy to the civil service board;

- (10) Perform such other and different lawful acts and functions as he or she may deem necessary or desirable to enforce the purposes and provisions of this article.

Section 3. Amending Section 2-534 entitled "Divisions of Civil Service" to read as follows with all other provisions of this section remaining the same:

Sec. 2-534. ~~Divisions of Civil Service~~ Definitions for classified service and unclassified service

(1) *Classified service.* The classified service shall comprise all positions not specifically included by this section in the unclassified service. of paid hourly employees, governed by the Fair Labor Standards Act (FLSA) receiving a minimum hourly wage and overtime rate of 1 ½ times the hourly rate if the employee works more than 40 hours per week.

(2) *Unclassified Service.* The unclassified service shall comprise the following offices and positions and shall not have a right or appeal before the before the Civil Service Board: That the civil service of the city shall be divided into the unclassified and the classified service.

~~(1)~~—*Unclassified service, Exempt.*

- a. Members of the city commission and other elective officers, and persons appointed to fill vacancies in elective offices;
- b. The city clerk;
- c. The city attorney;
- d. The city manager, and the assistant city manager, if any;
- e. The directors of departments;
- f. One (1) principal assistant or deputy and one (1) private secretary to the city manager, if any, and to each of the directors of departments;
- g. Members of boards and commissions in the city's service;
- h. Persons employed to make or conduct a special inquiry, investigation, examination or installation, if the city commission or the city manager of the city certifies that such employment is temporary, and that work should not be performed by employees in the classified service;
- i. Employees subject to collective bargaining agreements;
- j. Supervisory and managerial positions;
- k. Human resources specialists;
- l. Risk Manager;
- m. Building Official

- n. Any classification or position not specified in the above exemptions as may be designated as exempt by resolution or by a determination of the Florida Public Employee Relations Commission.

Section 4. Amending Section 2-535 entitled "Human Resources Director to Prepare and maintain Record of Service" to read as follows with all other provisions of this section remaining the same:

Sec. 2-535. Human resources director to prepare and maintain record of service.

- (a) That the human resources director shall prepare and maintain an up-to-date record of the authority, duties and responsibilities of each position in the classified service. ~~Within one (1) year after the appointment of the first director under this article, the director shall prepare and submit to the city manager a plan of classification and grading of all such positions according to similarity of authority, duties and responsibilities. The city manager shall submit the classified plan to the commission with such changes as he or she deems desirable and such plan shall take effect when adopted by the commission or on the thirtieth day after it is submitted to the commission if prior thereto the commission has not disapproved it by resolution.~~
- (b) *Changes in classification.* Changes in the classification plan which the director deems desirable may be recommended to the City Manager and approved by the City Commission. ~~and adopted from time to time in the same manner as herein provided for the original adoption of the plan.~~
- (c) *Allocation of positions to proper classification.* As promptly as practicable after the adoption of the classified service employees classification plan and after any amendment thereof, the director shall, with the approval of the city manager, allocate each position in the classification service to the appropriate class therein on the basis of its authority, duties and responsibilities. Thereafter, as new positions are created or additional classes are established, or existing classes are divided, combined, altered or abolished, the director shall make such allocations or reallocations of positions to new or existing classes as are necessitated thereby.
- (d) *Use of class titles.* Following the adoption of all classified service employees within ~~of the~~ classification plan and the allocation to classes therein of positions in the classified service, the class titles set forth therein shall be used to designate such positions in all official records, documents, vouchers and communications, and no person shall be appointed to or employed in a position in the classified service under any class title which has not been approved by the director as appropriate to the duties to be performed.

- (e) *Request for hearing on allocation or reallocation.* Employees affected by the allocation or reallocation of a position to a class, or by any changes in the classification plan, shall be afforded an opportunity to be heard thereon provided that they shall file with the director within ten (10) days from any such allocation, reallocation or change a written request for a hearing.

Section 5. Amending Section 2-536 entitled "Filling of vacancies in Higher Positions"

to read as follows with all other provisions of this section remaining the same:

Sec. 2-536. Filling of vacancies in higher positions.

That vacancies in higher positions in the classified service of the city shall, as far as practicable, be filled by promotion from lower classes following competitive tests; provided that in case the city so directs, such positions shall be filled by competitive tests open not only to city officers and employees serving in lower classes, but also to persons not in the service of the city. A change from a position in any class to a position in another class for which a higher maximum rate of pay is prescribed shall be considered a promotion. The director of personnel shall, to the extent he or she considers such action desirable, indicate the principal or normal lines of promotion from and to each class in the class specifications or in regulations.

Section 6. Amending Section 2-536 entitled "Filling of vacancies in Higher Positions"

to read as follows with all other provisions of this section remaining the same:

Sec. 2-537. Schedule of pay.

That the human resources director shall prepare for the city manager a standard schedule of pay for each position in the classified service. The city manager shall submit the pay plan to the civil board for review prior to submitting said plan to the city commission with such changes as he deems desirable and such plan shall take effect when adopted by the commission. ~~or on the thirtieth day after it is submitted if prior thereto the commission has not disapproved it by resolution.~~ The pay plan adopted by the commission shall include a minimum and maximum and such intermediate rates as may be deemed desirable for each class of position. Any pay recommendations relevant to positions covered by a union contract shall be exempt from consideration.

Amendments to the pay schedule may be adopted by the commission from time to time, upon recommendation of the city manager. In increasing or decreasing items in the city budget, the commission shall not increase or decrease any individual salary

items but shall act solely with respect to classes of positions as established in the classification and pay plans. In no event shall the commission reduce the salary of a class below the minimum or raise it above the maximum salary established by the pay plan except by amendment of the pay plan.

Section 7. Amending Section 2-539 entitled "Prohibited Acts; Penalty for Violation." to read as follows with all other provisions of this section remaining the same:

Sec. 2-539. Prohibited acts; penalty for violation.

That no person shall willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made under the personnel provisions of this ~~charter~~ ordinance or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or of the rules and regulations made thereunder. No ~~officer or~~ employee in the ~~classified~~ service of the city shall continue in such position after becoming a candidate for nomination or election to any public office. No person seeking appointment to or promotion in the classified service of the city shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with his test, appointment, proposed appointment, promotion or proposed promotion. No person shall orally, by letter, or otherwise solicit or be in any manner concerned in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding a position in the classified service of the City. No person holding a position in the classified service of the city shall make any contribution to the campaign funds of any political party or any candidate for public office or take any part in the management, affairs or political campaign of any political party, further than in the exercise of his rights as a citizen to express his opinion and to cast his vote.

Any person who by himself or with others willfully or corruptly violates any of the provisions of this section shall ~~be guilty of a misdemeanor and shall upon conviction thereof by a court of competent jurisdiction be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment. Any person who is convicted under this section shall for a period of five (5) years be~~ shall be ineligible for appointment to or employment in a position in the city service for a period of five (5) years as determined by the City Manager. and shall, if he be an officer or employee of the city, immediately forfeit the office or position he holds.

Section 8. Amending Section 2-540 entitled "Suspension; Reduction in Payor Class; Appeal" to read as follows with all other provisions of this section remaining same:

Sec. 2-540. Suspension; reduction in payor class

That any ~~officer or~~ employee in the classified service of the city who has not completed his working test period or who is serving under provisional, temporary, or emergency appointment may be suspended, reduced in pay or class, or removed at any time by the officer having power to appoint a successor. A copy of the notice of such suspension, reduction, or removal shall be transmitted to the human resources department.

Any ~~officer or~~ employee in the classified service of the city who has been appointed following certification from a reemployment or employment list may be suspended, reduced in pay or class, or removed for cause at any time during the working test period by the officer having power to appoint a successor, by giving him written notice of such suspension, reduction, or removal together with a statement of the reasons therefor. A copy of such statement shall be transmitted to the human resources department.

Any ~~officer or~~ employee in the classified service of the city who has completed the working test period may be suspended, reduced in pay or class or removed by the officer having authority to appoint a successor, in the manner prescribed in this section as supplemented by the rules of the human resources department. A written notice of the suspension, reduction, or removal, stating the reasons therefor and when it is effective, shall be given to such officer or employee or mailed to his usual place of residence.

~~Such officer or employee within five (5) business days after the delivery or mailing to him or her of such written notice may appeal in writing to the civil service board for a hearing. The civil service board shall immediately fix a place and a time not later than five (5) thirty (30) business days after such appeal for holding a public hearing, at which the officer or employee suspended, reduced or removed shall have the right to appear and be heard in person. The civil service board may, at the request of the officer ordering the suspension, reduction or removal, or of the officer or employee whose suspension, reduction or removal has been ordered, call other persons for the purpose of ascertaining the facts. A specific person shall be voted upon and designated by the civil service board for the call. The civil service board may make any further investigation which it thinks deems proper. Within forty eight (48) hours after the completion of the public hearing or such investigation, civil service board shall report its findings to the City Manager for review and reconsideration, which shall be conclusive. A copy of the written statement given the officer or employee, a copy of any written reply thereto and a copy of the findings of the civil service board shall be filed as a public record in the office of the human resources department.~~

Section 9. Amending Section 2-541 entitled “Persons Exempt from Working Tests; Probationary Appointments” to read as follows with all other provisions of this section remaining same:

Sec. 2-541. Persons exempt from working tests; probationary appointments.

That any person holding ~~an office or~~ a position in the classified service of the city when this act takes effect who shall have served in such position for a period of at least nine (9) months immediately preceding, shall be retained without preliminary or working tests and shall thereafter be subject in all respects to the provisions of this article. ~~Other persons in the city service at the time this article takes effect shall be regarded as holding their positions under probationary appointments; provided, however, that after the effective date of this article, if and when the City of Opa-locka shall, by appropriate action of its city commission acquire or assume as a municipal function the operation, administration or management of any then existing, private or quasi public business or activity, by the terms of which acquisition or assumption the employees or personnel of such then existing business or activity becomes employees or personnel of the City of Opa-locka, such employees or personnel shall be deemed to have received probationary appointments, effective as of the date such municipal operation begins, to the classification which embraces their respective positions.~~

Section 10. Amending to add new Section 2-544 entitled “Conflict with Collective Bargaining Agreements” shall be amended to read with all other provisions of this section remaining same:

Sec. 2-544. Conflict with Collective Bargaining Agreements

Nothing set forth herein shall conflict with an existing collective bargaining agreement that may otherwise apply.

Section 11. No Retaliation Against Employees. No employee shall be retaliated against for appearing before the civil service board to express personnel concerns or concerns of working conditions.

Section 12. Inclusion in Code. It is hereby the intent that the provisions of this Ordinance may become and be made a part of the Code of Ordinance of the City of Opa-locka, Florida.

Section 13. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 14. Conflict and Repealer. Any provision of any City of Opa-locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

Section 15. Liberal Construction. The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

Section 16. 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 17. 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

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance		Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		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: NA		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:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X		Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐				
Sponsor Name	Vice Mayor Kelley		Department:	City Commissioner			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ARTICLE XI, DIVISION 5 ENTITLED "CIVIL SERVICE BOARD".

Staff Summary:

The Civil Service Board was abolished in 2012 and re-established in 2018 but has remained inactive. The City has significantly changed its operations since this time and it is in the best interest of the city to amend Article XI, Division 5, entitled Civil Service Board. It is believed the civil service board shall have power to advise on matters through hearing from city employees. Amendments to this ordinance shall be made to the role of the human services director, deletion of inapplicable responsibilities and timelines, removal of penalties, exemptions of persons from testing, and specify that collective bargaining agreements supersedes in conflict cases.

Financial Impact – There is no incremental cost in staff preparing a recommendation to amend the Civil Service Ordinance.

Proposed Action:

Upon adoption, the Interim City Manager will effectively meet current City Civil Service requirements.

Attachment:

**CITY OF OPA-LOCKA
CITY ATTORNEY'S OFFICE MEMORANDUM**

TO: Commissioner Kelley

Cc: Darwin Williams, Interim City Manager
Joanna Flores, City Clerk

FROM: Burnadette Norris-Weeks, Esq., City Attorney

DATE: June 14, 2023

Re: **Civil Service Board Draft Ordinance for Upcoming Agenda**

Find attached revisions to the civil service draft ordinance that we have been discussing.

As you know, the Civil Service Board can only be advisory at this point and the current ordinance is inconsistent with the Charter. At a recent meeting, the City Commission was made aware that my office would be working with you to craft language that would give the board additional authority to advise a city manager.

Just yesterday, I received two communications, through the City Clerk's Office, from two attorneys desiring to appear before the Civil Service Board. My position is that the current language in the Civil Service Board Ordinance is inconsistent with the provisions of the City Charter, and to that extent, those provisions are severable and inapplicable.

We also discussed that you want to invite the new Human Resources Director to carefully review the attached ordinance and make any comments and recommendations (through the Interim City Manager) prior to the next regular meeting of the City Commission within a staff report and through a meeting with you.

Per your request, the draft ordinance allows the Civil Service Board to hear from any employee at a properly noticed meeting without fear of retaliation.

The Interim City Manager is copied here so that he can prepare a staff report for the upcoming commission agenda and schedule any needed meetings with you.

I remain available for any questions or comments.

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