

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, July 9, 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
July 9, 2025
6:00 PM

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - Rescheduled Regular Commission Meeting Minutes - June 23, 2025
 - Sunshine Meeting Minutes - June 30, 2025
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - 1. Amy Vargas, Organizational Systems Director**
The Whitehouse Group
Ref: Strategic Plan
 - 2. Osmani Palaez, Owner**
Blue Fury Sports Complex
Ref: Parks & Recreation
- 11. CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE WATER METER MANIFOLD SYSTEM, EXCLUDING THE SERVICE LINES FROM THE WATER MAINS TO THE INDIVIDUAL BUILDINGS AT THE OPA PARK LLC FACILITY LOCATED AT 1951 NW 141ST STREET, OPA-LOCKA, FROM THE FACILITY MANAGER AND ENTER INTO AN AGREEMENT WITH OWNER, ATTACHED HERETO AS EXHIBIT "A", FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY REQUEST TO QUALIFY (RTQ) EVN0000005, WITH HADRONEX, INC. D/B/A SMARTCOVER SYSTEMS FOR THE PURCHASE OF AN EXTENDED SERVICE AGREEMENT FOR THE CITY'S THIRTEEN (13) SMARTCOVERS, FOR AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$26,702.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM FLOTECH ENVIRONMENTAL, LLC FOR STORMWATER DRAINAGE SYSTEM CLEANING, CCTV EVALUATION AND REPAIR SERVICES, PURSUANT TO RFP NO. 24-1025200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOTECH ENVIRONMENTAL, LLC; PROVIDING FOR INCORORATION OF RECITALS; PROVIDING FOR SCRIVENORS ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ELEMENTZ RECONSTRUCTION LLC. FOR PUBLIC WORKS WATER, STORM AND SEWER INFRASTRUCTURE MANAGEMENT; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ELEMENTZ RECONSTRUCTION LLC. FOR SAME, IN AN AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) ANNUALLY; PROVIDING FOR INCORORATION OF RECITALS; PROVIDING FOR SCRIVENORS ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONSENT ORDER WITH THE STATE OF FLORIDA DEPARTMENT OF**

ENVIORNMENTAL PROTECTION (FDEP), ATTACHED HERETO, TO RESOLVE STORMWATER PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4") AUDIT DEFICIENCIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATIONS SERVICES FOR QUALIFIED FIRMS, ORGANIZATIONS, OR INDIVIDUALS TO MANAGE, MAINTAIN, AND OPERATE THE HISTORIC CITY HALL BUILDING AS SET FORTH IN THE DRAFT REQUEST FOR PROPOSALS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR HISTORIC CITY HALL INNOVATIVE AND SUSTAINABILITY FOR MANAGEMENT, MAINTENANCE, AND OPERATION PLANS SERVICES FOR QUALIFIED FIRMS, ORGANIZATIONS, OR INDIVIDUALS TO MANAGE, MAINTAIN, AND OPERATE THE HISTORIC CITY HALL BUILDING, AS DESCRIBED IN THE REQUEST FOR PROPOSALS DRAFT ATTACHED HERETO AS EXHIBIT "A"; 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, ACCEPTING THE PROPOSAL FROM BECKER & POLIAKOFF, P.A. FOR FEDERAL, STATE AND LOCAL LEGISLATIVE LOBBYING SERVICES, PURSUANT TO RFQ NO. 25-0514200 AND FURTHER AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BECKER & POLIAKOFF, P.A. FOR SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES ENTITLED “PLANNING AND ZONING BOARD”, SPECIFICALLY SECTION 2-497 (i-ii); ENTITLED “CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS” TO REDUCE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS TO COINCIDE WITH THE TERM OF OFFICE FOR CITY COMMISSIONERS; PROVIDING FOR TWO ALTERNATE MEMBERS TO BE RECOMMENDED BY THE CITY MANAGER AND APPROVED BY THE CITY COMMISSION FOR A TWO YEAR TERM; REDUCING THE REQUIREMENT FOR CITY RESIDENTS TO SERVE FROM FOUR RESIDENTS TO THREE RESIDENTS; AMENDING CHAPTER 22, ARTICLE II, SECTION 22-34 OF THE CITY OF OPA-LOCKA’S LAND DEVELOPMENT REGULATIONS ENTITLED “PLANNING AND ZONING BOARD” TO PROVIDE FOR TWO ALTERNATE MEMBERS TO BE APPOINTED BY THE CITY COMMISSION FOR A TWO YEAR TERM; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; 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”; SPECIFICALLY SECTION 2-570.81 ENTITLED “CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS” TO REDUCE THE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING THAT THREE (3) OF THE MEMBERS BE OPA-LOCKA CITY RESIDENTS WITH THE TWO (2) REMAINING MEMBERS BEING PROFESSIONALS IN CERTAIN SPECIFIED FIELDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE INTERIM CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS**

AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 23, 2025). *Sponsored by Interim City Manager*

2. 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; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 23, 2025). *Sponsored by Interim City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

1. Airia Austin, Director
City of Opa-locka Public Works & Utilities
Ref: Water Distribution Service Area

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

20. OFFICIAL BOARD APPOINTMENTS:

- Charter Review Board**
1 Individual Appointment (Mayor Taylor)
2 At-large Appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. 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.
2. City of Opa-locka Budget Workshop for Fiscal Year 2026 will be held on **Thursday, July 10, 2025** at 1:30 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor Commission Chambers, Opa-locka, Florida.

3. The City of Opa-locka Mayor & Commission invites you to a Basic Community Emergency Response Team (CERT) Training, [July 11, July 12 and July 26, 2025](#), Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Slots are limited. Registration Required. Please call 305.953.2868 Ext. 1105 for more information. *Hosted by Vice Mayor Joseph L. Kelley*
4. The City of Opa-locka Mayor & Commission present Community Bingo, [Friday, July 11, 2025](#) at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Free Admission; Great Prizes; Great Times.
5. The City of Opa-locka in collaboration with Miami-Dade County Clerk of the Court and Comptroller Juan Fernandez-Barquin presents Mobile Unit Services, [Friday, July 18, 2025](#) from 9:00 AM - 2:00 PM at the Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. For a list of services offered, please contact by phone 786.495.5042 or email diana.rodriquez@miamidadeclerk.gov. *Hosted by Vice Mayor Joseph L. Kelley*
6. The City of Opa-locka Mayor & Commission present Family Fishing Tournament, [Saturday, July 19, 2025](#) from 9:00 AM - 12:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida. Hosted by *Vice Mayor Joseph L. Kelley*
7. The City of Opa-locka Mayor & Commission in partnership with UHI Community Care Clinic present the Mayor's Back to School Clinic, [Saturday, July 19, 2025](#) from 10:00 AM - 4:00 PM. UHI Community Care Clinic, 870 Fisherman Street, Opa-locka, Florida. Pre-registration required. For more information, please call 305.773.3465.
8. The City of Opa-locka Mayor & Commission present Game Nite Tournament, [Friday, August 1, 2025](#) from 6:30 PM - 8:30 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley*
9. Please join the City of Opa-locka Mayor & Commission for a 3-on-3 Basketball Tournament, [Saturday, August 2, 2025](#) from 1:00 PM - 5:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida. For more information, please call 305.953.2868 Ext. 1105. *Hosted by Vice Mayor Joseph L. Kelley*
10. City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, [Wednesday, August 6, 2025](#) from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last, on a first come, first-served basis. *Hosted by Vice Mayor Joseph L. Kelley*
11. The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, [Monday, August 11, 2025](#), at 6:00 PM, at Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.

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

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

REGULAR COMMISSION MEETING
(rescheduled from Wednesday, June 25, 2025)
Monday, June 23, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:00 PM on Monday, June 23, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

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

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

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

Vice Mayor Kelley requested to pull items 13-6 and 13-7.

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

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

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

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Workshop Meeting – May 28, 2025

Workshop Meeting – June 5, 2025

Regular Commissioner Meeting – June 11, 2025

It was moved by Commissioner Bass, seconded by Commissioner Ervin, to approve the May 28, 2025 Workshop 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

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to approve the June 5, 2025 Workshop 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

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to approve the June 11, 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:

Janiece Smith, Project Manager
Art Prevails Project (non-profit)
Subj: "Storied: Where Art, Legacy, and Community Converge"

Ms. Smith presented immediately following the Parks & Recreation Master Plan.

Ms. Smith presented a partnership with the New Canon Chamber Collective to launch *Storied*, a creative project that aims to preserve Opa-locka's cultural legacy through art, oral histories, and community engagement. She emphasized the importance of capturing the stories of the city's elders to inspire future generations and shared the background and community impact of both organizations.

Ms. Smith explained that artists will immerse themselves in the community over the next three months, leading to a public celebration in late August or early September. She requested the city's support by providing spaces for town halls, interviews, and the final event, asking for the commission's blessing and partnership to make the project inclusive and impactful.

Commissioner Bass requested an individual meeting with Ms. Smith to learn more.

Liudmila Fuentes, Associate
Miller Legg
Subj: Parks & Recreation Master Plan

Ms. Fuentes presented the Parks and Recreation Master Plan, which began two years ago and included an extensive review of the city's parks, programs, and facilities. The process involved meetings with commissioners and park leadership, community workshops, public surveys, and analysis of demographics and park conditions. Ms. Fuentes emphasized the need to prepare for a growing senior population by diversifying programs and ensuring facilities are accessible and well-maintained. She reviewed the city's parks and open spaces, including Ingram Park, Sherbondy Park, Segal Park, Kaboom CAC, Magnolia North Park, Butterfly Prayer Park, Timothy Holmes Park, Peace Park, Coachman Garden, Canal Park, Sherbondy Village Community Center, Helen Miller Community Center, and the Senior Citizens Community Center. Recommendations focused on improving existing amenities, expanding fitness trails,

updating playgrounds, adding splash pads, improving lighting and restrooms, enhancing walkability, and creating safer connections between parks.

Ms. Fuentes highlighted phased improvement plans for Ingram Park, Sherbondy Park, and Segal Park, including entrances, track and field areas, splash pads, updated courts, upgraded restrooms, and potential event spaces like an amphitheater. She recommended considering pickleball conversions and multi-generational fitness areas and stressed the importance of preserving open spaces. Additional updates were suggested for Kaboom, Butterfly Prayer Park, Timothy Holmes Park, Peace Park, and Burlington Canal Park, focusing on playground upgrades, fitness areas, site amenities, and landscaping. Ms. Fuentes outlined goals to improve customer service, expand programs, increase financial opportunities through grants, partnerships, and potential park bonds, and continue community events. She noted that Ingram Park would be a priority in the short and mid-term phases, with improvements phased throughout the 15-year plan.

Commissioner Santiago expressed strong support for park improvements throughout the city, particularly at Ingram Park, and stated a desire to see progress within the next seven months rather than over six years. Commissioner Santiago asked several financial questions, including whether the program costs would come from the city budget and requested clarification on the term CIP, which was explained as the Capital Improvement Plan funded by taxpayer dollars. Commissioner Santiago asked to schedule a meeting with the city manager, the mayor, and the project team to better understand the program and the company involved, as there were additional questions. Ms. Fuentes confirmed that individual meetings could be arranged to review the plan in detail and offered to make herself and the project team available for one-on-one discussions with interested commissioners.

Commissioner Bass thanked Ms. Fuentes and acknowledged that the Parks and Recreation Master Plan had been in development for several years. Commissioner Bass expressed understanding of Commissioner Santiago's desire to see immediate progress but clarified that project prioritization is determined by the budgeting process and what the city deems necessary. Commissioner Bass stated support for the plan, recognized that implementation would take time, and affirmed that the mayor and commission would continue to review and consider it.

Commissioner Ervin noted there is a gazebo at Ingram Park and the playground at Segal Park was removed. Commissioner Bass added the playground at Glorietta Gardens was also removed. Both thanked Ms. Fuentes and the team.

Vice Mayor Kelley supported the idea of individual meetings but emphasized the need to update the plan first to reflect recent changes, including removed and improved playgrounds. Vice Mayor Kelley expressed frustration that the process had taken three years since it was originally budgeted in 2021 and noted that the city should have already decided on funding options like a bond. He requested more creative funding strategies beyond bonds and general partnerships and asked for an explanation of the delays before meeting to discuss the plan further.

Mayor Taylor expressed concern about using bonds, noting Opa-locka already has one of the highest millage rates in Florida. He urged the city to exhaust all other funding sources first and asked if the identified grants had been discussed with the city manager or the grant writer. Ms. Fuentes said a meeting could be arranged and confirmed they had a Parks and Recreation grant database. Mayor Taylor emphasized acting quickly to pursue available state and federal funding and asked for clarification on whether user fees referred to parking or event-related revenue.

Mayor Taylor directed the city manager to set up individual meetings with commissioners and ensure the plan is updated.

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.

Brian Dennis, 2140 York Street, addressed the commission with concerns about the quality of legislation, noting that answers provided to Opa-locka's commission were often vague and lacked clarity, unlike the more direct responses given in West Park, where the same city attorney also serves. He clarified that his comments were not personal but focused on the need for strong, concrete legislation to properly guide the city. Mr. Dennis emphasized that weak or unclear legislation can put the commission in a vulnerable position and shared that his understanding of legislative review was shaped by experienced former leaders. He urged the commission to ensure all resolutions and ordinances are clear, enforceable, and protective of the city's interests.

Audrey Dominguez, 1147 Jann Avenue, thanked Commissioner Ervin for the Juneteenth event and thanked the mayor for supporting the resolution regarding Jann and Ahmad, originally sponsored by Commissioner Williams. She urged the commission to continue pushing for action, expressing frustration that resolutions often stall without progress. Ms. Dominguez emphasized the importance of addressing safety concerns before a tragedy occurs and called for greater attention from the county. She also noted that the city's website and social media need updates, including removing outdated PR firm information, updating event listings, and adding current commissioner photos and an updated image of the restored historic city hall.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor asked Interim City Manager Lawson to look into the social media and website updates needed.

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

1. **[13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO INSTALL A TRAFFIC CALMING DEVICE AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET IN CONFORMITY WITH APPLICABLE LOCAL AND STATE LAWS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

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

Mayor Taylor introduced the item and explained that it directs the interim city manager to take all necessary steps to address traffic calming on Jann Avenue. He emphasized the need to be proactive and noted that the city attorney previously advised that the process must comply with county and state laws. Mayor Taylor stated that the city manager should work with the county, potentially through an MOU or other engagement, to ensure the issue is addressed.

Vice Mayor Kelley expressed support for the item but cautioned that it could lead to increased requests for traffic calming measures throughout the city. He noted that residents frequently request speed bumps and other mitigation, and his usual response has been to wait for the county's citywide traffic assessment. Vice Mayor Kelley acknowledged the concerns at Jann and Ahmad and supported the temporary installation of radar speed warning signs at all four locations for \$18,000, emphasizing that safety is the priority. He noted that similar requests for other areas are likely to follow and wanted to put that on record.

Commissioner Santiago supported the resolution and agreed with Vice Mayor Kelley, emphasizing that speed bumps are the best solution for Opa-locka. He expressed frustration with relying on the county and noted other cities have successfully installed speed bumps. Commissioner Santiago called for direct engagement with the District 1 County Commissioner and committed to personally pushing for speed bumps, stating that radar signs are not effective and residents remain concerned for their safety.

Commissioner Ervin requested to join Commissioner Santiago at the county meeting.

City Attorney Norris-Weeks reminded the commission that if multiple members plan to meet with the county representative, the meeting must be properly noticed under the Sunshine Law.

Commissioner Bass added that she previously requested a meeting with the county representative, who told her he only meets with mayors.

Vice Mayor Kelley acknowledged concerns about the item and emphasized the need to follow Sunshine Law requirements. He suggested that since the mayor is sponsoring the legislation, the mayor's meeting with the county representative could help move the issue forward and potentially prevent multiple individual resolutions from being introduced by other

commissioners. Vice Mayor Kelley stressed the importance of urging the county to complete its traffic study to provide clear guidance for future planning and budgeting. He encouraged the mayor to schedule the meeting and bring back an update by the next commission meeting.

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

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

2. **[13-7] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING IN FISCAL YEAR 2025-2026 FOR A COMMUNITY NEWSPAPER; 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 Bass, to discuss Agenda Item 12-2.

Commissioner Santiago introduced the item and proposed bringing back the city's community newspaper, which existed years ago but had since disappeared. He emphasized that many cities have their own papers to share local news, events, and city updates, and recalled that the newspaper was once a valuable tool for keeping residents and businesses informed. Commissioner Santiago expressed interest in including funding for the newspaper in the upcoming budget, even if it starts as a single-page publication, to regularly share city announcements, maintenance updates, and new regulations with the community.

Vice Mayor Kelley supported the idea of bringing back the city's newspaper but opposed allocating future funding now. He preferred waiting for the city manager's upcoming communication plan and suggested the newspaper be considered during the next budget discussions. He emphasized his concern was about the timing of funding, not the newspaper itself.

Commissioner Bass asked the sponsor to consider tabling the item, agreeing that allocating \$40,000 now is premature without knowing the full budget. She supported bringing back the newspaper but recommended waiting until after the budget is passed to discuss it further.

Commissioner Ervin agreed with the concerns raised and supported tabling the item for further consideration. She noted that while getting information to residents is important, the city now has additional tools like Channel 77 and social media that didn't exist when the newspaper was

last active. Commissioner Ervin also raised concerns about distribution costs, litter, and mailing expenses, suggesting more time is needed to fully evaluate the idea.

Mayor Taylor supported moving forward with the item, stating this is the best time to discuss it as the city is entering budget season. He noted that Channel 77 is limited to Xfinity subscribers and not all residents use social media, making the newspaper a valuable communication tool. Mayor Taylor emphasized that including it now allows the city manager to account for it in the upcoming budget, while waiting would require a future budget amendment.

Vice Mayor Kelley supported the newspaper idea but opposed allocating future funding before the budget workshops. He cautioned that early allocations could set a precedent for others to add items prematurely, making budgeting harder. He emphasized the need for fiscal discipline as the city works toward financial recovery and recommended discussing the funding during the formal budget process instead.

Commissioner Santiago agreed to defer the item and bring it back after the budget workshops. He emphasized the value of a community newspaper to keep residents informed and noted it would not be a major expense. He committed to pursuing the idea during the budget process.

It was moved by Commissioner Santiago, seconded by Vice Mayor Kelley to defer the item until after the budget workshops.

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A COST OF EIGHT THOUSAND ONE HUNDRED FORTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$8,141.22) FOR STRUCTURAL PLANS PREVIOUSLY PREPARED BY M.C. HARRY & ASSOCIATES INC., AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH M.C. HARRY & ASSOCIATES INC. FOR REMAINING ARCHITECTURAL SERVICES PERTAINING TO A 40YEAR BUILDING CERTIFICATION OF HISTORIC CITY HALL, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A GRANT APPLICATION SUBMISSION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2025 SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT PROGRAM; 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 CITY MANAGER TO PIGGYBACK THE DEPARTMENT OF TEXAS REGION 8 EDUCATION SERVICE CENTER REQUEST FOR PROPOSALS (RFP) #240501 WITH HYDROMAX USA LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00); 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***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE STATE OF FLORIDA REQUEST FOR PROPOSALS (RFP) #06-80101500-J WITH BCA WATSON RICE, LLP FOR QUALIFIED PROFESSIONAL SERVICES FOR EFFICIENCY AUDIT SERVICES, IN AN AMOUNT NOT TO EXCEED NINETYFIVE THOUSAND DOLLARS (\$95,000.00); 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***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF JACKSONVILLE’S REQUEST FOR PROPOSALS (RFP) #ESC-0258-24 WITH HERA PROPERTY REGISTRY, LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR REGISTRATION OF FORECLOSED AND VACANT PROPERTIES SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00) EACH TIME A PROPERTY IS REGISTERED OR REREGISTERED; 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***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO INSTALL A TRAFFIC CALMING DEVICE AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET IN CONFORMITY WITH APPLICABLE LOCAL AND STATE LAWS; PROVIDING FOR**

ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

Item was pulled for discussion.

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING IN FISCAL YEAR 2025-2026 FOR A COMMUNITY NEWSPAPER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

Item was pulled for discussion and later deferred.

14. **NEW ITEMS:**

There were none.

15. **PLANNING & ZONING:**

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. **ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:**

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE INTERIM CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

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

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

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

Vice Mayor Kelley requested follow-up from the city manager on several budget amendment items, including legal expenses, red light camera fines, historic city hall maintenance, temporary staffing, vacancies, and reallocations. He questioned whether the finance department is fully staffed and raised concerns about slow progress in housing and social services. He asked for detailed responses before the next budget hearing.

Mayor Taylor asked the interim city manager to provide more detailed breakdowns in the budget reports, specifically regarding Item 19 and the finance department vacancies. He wanted confirmation that the finance department is now fully staffed and acknowledged that vacancy savings were used during the unfilled period. Mayor Taylor noted that while the current reports are improved, he would like further detail on what funds are used for and why. Interim City Manager Lawson agreed to provide additional information.

Commissioner Santiago raised concerns about the city's red-light cameras, questioning why the city is not receiving revenue despite the cameras being in place and active. He expressed frustration that Miami-Dade County is reportedly blocking the use of additional cameras and stated he may pursue a resolution to remove all cameras from Opa-locka. Interim City Manager Lawson explained that some cameras are not operational due to permitting issues with the county, and staff is actively working with the police department and the service provider to resolve the problem. Commissioner Santiago urged the city to push for a solution.

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

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

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; 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 Ervin, seconded by Commissioner Bass to discuss Agenda Item 16-A.2.

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

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

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

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

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING 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; PROHIBITIN 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 FOR CONFLICT AND REPEALER; SEVERABILITY, INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 11, 2025). *Sponsored by Mayor Taylor***

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

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

Mayor Taylor introduced the item and provided a brief background.

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

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

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

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, 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 (first reading / public hearing held on June 11, 2025). *Sponsored by Mayor Taylor***

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

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

Mayor Taylor introduced the item and provided a brief background.

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

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes

Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

3. **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 (first reading / public hearing held June 11, 2025).** *Sponsored by Mayor Taylor*

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.3.

Mayor Taylor introduced the item and provided a brief background.

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

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

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

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO RECOMMEND ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN RESOURCES DIRECTOR; AMENDING SECTIONS 2-534 TO CLARIFY DEFINITIONS FOR CLASSIFIED AND UNCLASSIFIED SERVICE; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES OF THE HUMAN RESOURCES DIRECTOR; AMENDING SECTION 2-536 TO DELETE THE WORD "OFFICERS" FOR HIGHER VACANCIES;**

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; DELETING AND REPLACING OLD SECTION 2-542 WITH NEW LANGUAGE 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 (first reading / public hearing held on June 11, 2025). *Sponsored by Vice Mayor Kelley*

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

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 16-B.4.

Vice Mayor Kelley 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.

City Attorney Norris-Weeks noted a typo in Section 2-526 under Powers and Duties, stating that item three should read 25 days instead of 20. She confirmed the sponsor is aware of the correction and advised that the change would be made if the item is approved. She clarified that a vote on the correction is needed since it is a significant change.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass to amend the ordinance to change from 20 to 25 days.

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

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

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

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes

Commissioner Bass Yes
Mayor Taylor Yes

C. RESOLUTION(S):

There were none.

17. CITY MANAGER’S REPORT:

Interim City Manager Lawson apologized to the Commission for canceling the budget workshop. She explained that staff was not prepared to present the budget in a meaningful way and did not want to simply present it without prior discussion. She preferred to meet with each commissioner individually to review the budget, hear their concerns and priorities, and then schedule the workshop after those meetings are completed. She invited any questions or concerns from the Commission.

Commissioner Santiago expressed strong support for the Interim City Manager’s report. He especially appreciated seeing the 14 students participating in the Summer Employment Program and enjoyed spending time with them in his office. He emphasized the importance of ensuring all program participants are Opa-locka residents. Commissioner Santiago also praised the ongoing beautification efforts, canal work, and progress in the Building and Licensing Department, highlighting the impressive \$155,000 collected in just two weeks. He acknowledged the positive work addressing flooding behind the bank and commended the Interim City Manager for continuing to deliver results for the city.

Mayor Taylor asked about the 133rd Street project, and CIP Manager Adalina Gross confirmed it is a sewer extension near Ramos, 75% complete and progressing at night to avoid traffic. Mayor Taylor also asked about the 132nd Street project near Mary Alice Brown, which will start once the budget amendment is approved and contracts are signed. Ms. Gross added that the 131st Street England Terrace project is under design, with the county assisting on contamination issues and providing partial funding.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Commissioner Ervin thanked Vice Mayor Kelley for the Juneteenth roundtable and appreciated the meaningful discussion. She reflected on her long advocacy for the Sherbondy Park playground and celebrated its completion. She invited residents to the Fourth of July event, encouraged attendance at Bingo on Friday, and thanked those who helped with the Juneteenth and Father’s Day celebrations. She also expressed her support for the Pride community in honor of Pride Month.

Vice Mayor Kelley highlighted the Ingram Park basketball court ribbon cutting and announced plans for a future three-on-three tournament. He thanked Commissioner Ervin for the Father's Day picnic and praised the city's Juneteenth events, including the youth discussion, dinner, and community dialogue. He commended the City Manager and staff for their excellent presentation and coordination. Vice Mayor Kelley also reported on the successful Feeding South Florida resource fair and announced upcoming events: Farm Share on July 2, CERT training in July, a Family Fishing Tournament on July 19, and the Clerk of Courts Mobile Unit on July 18. He thanked his colleagues and emphasized the value of working together to support the community.

Commissioner Santiago thanked his colleagues and staff for their support and highlighted the basketball event at Sherbondy Park, the Paraguayan community picnic at Ingram Park, and the clean, well-maintained park facilities. He thanked Vice Mayor Kelley for the Juneteenth roundtable and DMV program, noting their positive impact on the community. He also thanked Commissioner Ervin for the Juneteenth celebration, which he enjoyed attending for the first time. He praised the mayor's community involvement and closed by expressing his appreciation for everyone's efforts to keep improving the city.

Commissioner Bass announced that the regular chess and dominoes activities will be canceled due to the Fourth of July weekend celebrations but agreed to include them as part of the Fourth of July picnic instead. She shared how much she enjoyed spending the weekend working alongside her colleagues and emphasized the importance of continuing to support each other and the community.

Mayor Taylor thanked everyone for their participation in the weekend events, calling them perfect and impactful. He also thanked the City Manager, directors, and staff for their work on the City Hall on Wheels initiative and announced more stops will be scheduled. Mayor Taylor shared exciting news that the city has been awarded \$300,000 for drinking water improvements and \$700,000 for Tyler Technology to help digitize city operations and improve the finance department. He emphasized that the final approval now rests with the governor and asked for the community's prayers and support. Mayor Taylor thanked the city's partners, including State Representative Gantt and State Senator Jones, for their ongoing advocacy.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 8:13 PM.

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

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

SUNSHINE MEETING
Monday, June 30, 2025
12:15 PM

1. WELCOME AND INTRODUCTIONS:

Mayor John H. Taylor, Jr. called the sunshine meeting to order at 12:27 PM on Monday, June 30, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 4th Floor – City Clerk’s Conference Room, Opa-locka, Florida.

The following members of the City Commission were present: Mayor John H. Taylor, Jr., Vice Mayor Joseph L. Kelley, and Commissioner Natasha L. Ervin. Also, in attendance were: Interim City Manager Sha'mecca Lawson, City Clerk Joanna Flores, Assistant City Clerk Floralba Valdes-Wright and Interim Chief of Police Dr. Robin Starks.

2. DISCUSSION AND OVERVIEW OF UPCOMING SPECIAL EVENTS:

a. Back to School Bookbag Giveaway

Mayor Taylor proposed combining the Book Bag Giveaway with National Night Out to consolidate the events. He recommended continuing the successful partnership from previous years by reaching out to the Fort Lauderdale beauty school that participated two years ago to provide hair services at the event. Mayor Taylor also shared that a mobile barber was willing to donate services by bringing a mobile unit to offer free haircuts for children.

Vice Mayor Kelley asked for clarification on the event date and time. Discussion ensued about holding the combined event on August 12, 2025, which is two days before school begins. Vice Mayor Kelley raised concerns about timing, noting that most families would have already prepared for school by then.

Commissioner Ervin supported the idea of combining the events and suggested making it a nighttime event. She expressed concern about scheduling the event on August 12, noting that the date was very close to the start of the school year.

Interim Chief Starks explained that National Night Out planning was underway and that food and music were already part of the police department’s plans. Interim City Manager Lawson noted this was the first time hearing about the National Night Out plans and would need to review the department’s budget and event details.

Vice Mayor Kelley asked about the number of book bags needed and referenced last year’s surplus. The group discussed conducting an inventory before purchasing additional bags. Commissioner Ervin suggested purchasing better-quality bags if needed and focusing on character-themed bags for younger children.

Vice Mayor Kelley stressed the importance of securing supplies to ensure each bookbag is fully stocked.

Vice Mayor Kelley suggested starting the event at 5:00 P.M. and incorporating activities like a bounce house, face painting, DJ, and possibly a dunk tank.

Discussion ensued regarding the Opa-locka Police Department's budget for National Night Out and staff confirmed a budget of approximately \$7,000 line item for police activities / events for the current fiscal year. Staff agreed to prioritize inventory, flyer distribution, and banner orders.

Commissioner Ervin mentioned a potential partnership for free DJ services.

Vice Mayor Kelley spoke about the importance to develop a plan for seating and space for adults attending the event. Commissioner Ervin outlined the potential location placement of the DJ, bounce house, and food service areas to accommodate all ages.

Mayor Taylor and Commissioner Ervin emphasized the importance of leveraging partners for donations and reaching out to local summer camps to help promote the event.

3. EVENT PLANNING ASSIGNMENTS:

Discussion ensued about purchasing banners and flyers to advertise the event and confirmed the event would be called "Police Night Out and Book Bag Giveaway." Key features will include free food, bounce houses, and book bags.

Vice Mayor Kelley asked for a preliminary update by Thursday on book bag inventory, banner orders, and event logistics. Interim City Manager Lawson confirmed an update would be provided. It was confirmed the need to finalize book bag counts, order additional supplies if necessary, and begin immediate outreach to local camps and schools to maximize attendance.

4. OPEN FLOOR FOR SUGGESTIONS AND IDEAS:

No additional suggestions and ideas were discussed.

5. CLOSING REMARKS:

No additional closing remarks.

6. ADJOURNMENT:

There being no further business, the sunshine meeting was adjourned at 12:56 p.m.

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

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE WATER METER MANIFOLD SYSTEM, EXCLUDING THE SERVICE LINES FROM THE WATER MAINS TO THE INDIVIDUAL BUILDINGS, AT THE OPA PARK LLC FACILITY LOCATED AT 1951 NW 141ST STREET, OPA-LOCKA, FROM THE FACILITY MANAGER AND ENTER INTO AN AGREEMENT WITH OWNER, ATTACHED HERETO AS EXHIBIT "A", FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner, Opa Park LLC ("Owner"), water meter manifold system within the property, located at 1951 NW 141st Street, in the City of Opa-Locka, Florida ("City"), and now desires to enter into an agreement with the City to convey the constructed water meter manifold system (excluding the service lines from the water mains to the individual buildings), to allow metering at each location within the development receiving water services, attached hereto as Exhibit "A"; and

WHEREAS, this construction is part of the standard permitting process overseen by the City to ensure that it is constructed in full compliance with all City and other requirements; and

WHEREAS, the Owner retains responsibility for the maintenance of this infrastructure for the next one year, after which time the City will assume that responsibility; and

WHEREAS, the City desires to accept ownership and subsequent operation, and maintenance of water meter infrastructure built to facilitate individual utility billing to tenants; and

WHEREAS, the Interim City Manager recommends approval of the conveyance of this water meter infrastructure to the City; and

WHEREAS, the City Commission of the City of Opa-Locka desires to authorize the Interim City Manager to accept the conveyance of the water meter manifold system, excluding the service lines from the water mains to the individual buildings, at the Opa Park LLC facility located at 1951 NW 141st Street, Opa-Locka, from the facility manager, and enter into an agreement with Owner, attached hereto as Exhibit "A", for same.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to accept the conveyance of the water meter manifold system, excluding the service lines from the water mains to the individual buildings, at the Opa Park LLC facility located at 1951 NW 141st Street, Opa-Locka, from the facility manager and enter into an agreement with Owner, attached hereto as Exhibit "A", for same.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and ADOPTED this ____ day of _____, 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:	Airia Austin		Department Director Signature:					
Interim City Manager:	Sha`mecca Lawson		ICM Signature:					
Commission Meeting Date:	07.09.2025	Item Type: (Enter X in box)	Resolution	Ordinance	Other			
			X					
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading		
	X			Public Hearing: (Enter X in box)	Yes	No	Yes	No
						X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No		
						X		
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#: N/A					
	X							
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)				
	X							
Sponsor Name	City Manager		Department:	City Manager				

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ASSUME THE WATER METER INFRASTRUCTURE CONVEYANCE LOCATED AT 1951 NW 141ST STREET AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN UTILITY INFRASTRUCTURE CONVEYANCE SERVICE AGREEMENT WITH OPA PARK LLC.

Staff Summary:

Issue / Recommendation: The City wishes to accept ownership and subsequent operation, and maintenance of water meter infrastructure built to facilitate individual utility billing of tenants. Staff recommends approval of the conveyance of this water meter infrastructure to the City.

History: It is normal for the city to assume ownership of infrastructure put in place by a facility owner in order to facilitate maintenance after a water meter is installed. In this case the owner built a water meter manifold system within the property and then subsequently convey it to the agency providing water services, at no cost, to allow metering at each location within the development receiving water services. This construction is part of the standard permitting process overseen by the City to ensure that it is constructed in full compliance with all City and other requirements.

Current Activity: The owner, Andrew Herskowitz, 1951 NW 141st Street now wishes to convey the water meter manifold system, excluding the service lines from the water mains to the individual buildings, to convey to the City.

Financial Impact: The owner retains responsibility for the maintenance of this infrastructure for the next one year, after which time the City will assume that responsibility.

Proposed Action:

Staff recommend the City Commission authorize the Interim City Manager to accept the conveyance of the water meter manifold system at the Opa Park LLC facility located at 1951 NW 141st Street, Opa-locka, from the facility manager.

Attachment:

1. Conveyance Package & Checklist

Utilities Conveyance Checklist

POTABLE WATER, NON-POTABLE IRRIGATION WATER AND WASTEWATER FACILITIES ACCEPTANCE

Today's Date: May 14, 2025

Project Name: 1951 NW 141 St OPA Cocke, FL 33054

Project No.: _____ AR#: _____

Legal Documents

	N/A	In review	Item accepted	Item Needed	Notes
1.	☐	☐	☐	Attorney's Affidavit	
2.	☐	☐	☐	Owner's Affidavit	
3.	☐	☐	☐	Warranty Deed/Bill of Sale with Exhibit B per Utilities Standards and Procedures Ordinance Section 10.2.6	
4.	☒	☐	☐	Utilities Facilities Securities Subordination (required when any security interest in the utility facilities/systems is involved). UCC-1(s) can be subordinated by a Subordination or by use of UCC-3(s) if not released by Subordination.	
5.	☐	☐	☐	Deed of Utility Easement - Copy of last Deed that conveyed title of the Associated Real Property and Copy of all Utility Easements then being conveyed to the County, including legal description with Surveyor's Sketch of Easement.	
(Utility easements are not required provided all utility facilities then being conveyed are in public right-of way, are in then existing utility easements, or are in CUEs)					
6.	☒	☐	☐	Utilities Performance Security (UPS) 10% of Total Cost plus Final Obligations cash bond of not less than \$4,000 (AR-5939 & above)	
✓7.	☐	☐	☐	Final Release of Lien from Utility Contractor for the system(s) or portion(s) thereof constructed	
✓8.	☐	☐	☐	ID number or Folio number of Property	
9.	☒	☐	☐	Facilities Lease (when applicable)	
10.	☒	☐	☐	Facilities Lease (including Sub-Developer) use Form 10.1	

Tests, Certifications and Supplemental Documents

	N/A	In review	Item accepted	Item Needed	Notes
1.	☒	☐	☐	Video tape of constructed gravity sewer (Sewer Report & Master Utility Sheet)	
2.	☒	☐	☐	Certification of pressure testing of wastewater force mains by Engineer of Record	
3.	☒	☐	☐	Certification of the infiltration/exfiltration tests for the sewer lines by Engineer of Record	
4.	☒	☐	☐	Coating certification from the manufacturer or a professional testing laboratory for all manholes, wet wells and valve vault.	
5.	☒	☐	☐	Lift station(s) start up report(s)	
6.	☒	☐	☐	Electrical Contractor's certification of Lift Station electric service wire sizing and voltage drop pursuant to National Electrical Code Specifications	
7.	☒	☐	☐	Start-up and successful testing of Data Flow telemetry equipment (AR-7936 & above)	
8.	☐	☐	☐	Certification of pressure testing of water and non-potable irrigation mains by Engineer of Record	
9.	☒	☐	☐	Letter by Engineer certifying that all water, non-potable irrigation and/or sewer facilities are located within the public right-of-way or dedicated easements	
✓10.	☐	☐	☐	One year (1) Warranty on work performed and system(s) or portion(s) thereof installed by Utilities Contractor	
✓11.	☐	☐	☐	Engineer's Final Payment Confirmation	
12.	☒	☐	☐	DEP Certification and copy of General Permit for WATER facilities (including interim facilities, if applicable); In-Service Letter to be forwarded when received	
13.	☒	☐	☐	DEP Certification and copy of General Permit for SEWER facilities (including interim facilities, if applicable); In-Service Letter to be forwarded when received	
14.	☒	☐	☐	DEP Certification and copy of General Permit for (RECLAIMED) NON-POTABLE IRRIGATION WATER facilities (including interim facilities, if applicable); In-service Letter to be forwarded when received	
✓15.	☐	☐	☐	Lab results on bacteriological tests for potable water mains	

- ✓ 16. ☐ ☐ ☐ Satisfactory Test Reports and Certification of backflow device by Certified Laboratory.
- ✓ 17. ☐ ☐ ☐ Verification of Final Cost (Include materials **and** labor, misc.)
Cost breakdown – County/Private (materials **only**)
(i.e. detailed quantities, sizes, unit cost, total cost, etc)
- ✓ 18. ☐ ☐ ☐ Letter from Engineering Inspections certifying that the Preliminary Inspection reveals that the utilities system(s), or portion(s) thereof, has been constructed in accordance with County Ordinances and Regulations including the required color for piping.
19. ☒ ☐ ☐ Letter from the Fire District regarding ownership and maintenance of fire hydrants
20. ☒ ☐ ☐ Signed copy of field fire flow testing by the applicable Fire Control District

Engineering Documents

- | | N/A | In review | Item accepted | Item Needed |
|----|--------------------------|--------------------------|--------------------------|--|
| 1. | ☐ | ☐ | ☐ | Three (3) complete sets to include <u>all</u> utilities and all related underground work <u>signed</u> and <u>sealed</u> by the Engineer of Record for potable water, non-potable irrigation water OR wastewater system(s) or portion(s) thereof |
| 2. | ☐ | ☐ | ☐ | Five (5) complete sets to include <u>all</u> utilities and all related underground work <u>signed</u> and <u>sealed</u> by the Engineer of Record for potable water AND wastewater and/or non-potable irrigation water system(s) or portion(s) thereof |
| 3. | ☐ | ☐ | ☐ | One (1) computer-generated disk of files in accordance with Section 10.4: Record Drawings of the Utilities Standards and Procedures Ordinance |
| 4. | ☐ | ☐ | ☐ | Longitude and latitude shall appear on detail sheet. (AR-7936 & above) |

Notes

Office Use Only below this line

☐ W ☐ W/S ☐ S ☐ IRR

ATTORNEY'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, on this 20th day of March 2025, personally appeared Brandon Biondo, who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is Brandon Biondo, I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.
2. I am a licensed attorney, Florida Bar # 588539, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is 135 San Lorenzo Avenue, Suite 710, Coral Gables, FL 33146. My business telephone number is (305) 444-0101. My business mailing address is 135 San Lorenzo Avenue, Suite 710, Coral Gables, FL 33146.
3. This Affidavit is given as an inducement to the City of Opa-Locka, Florida, to accept an easement located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Miami-Dade County, Florida (the "Property").
4. The Affiant has examined that certain Chicago Title Insurance Property Information Report with an effective date of February 18, 2025 ("Title Report") pertaining to record title information to the Property.
5. Based on the Title Report, the record owner of the Property is Opa Park, LLC, a Florida limited liability company (hereinafter "Owner"). The Owner acquired record title to the Property by instrument recorded at Official Records Book 25266, at Page 3821, Public Records, Miami-Dade County, Florida.
6. Andrew L. Herskowitz as Manager of the Owner is authorized to execute instruments on behalf of the Owner.
7. The Affiant attests that the record owner(s) has the ability to grant the City of Opa-locka an easement to access the Property for the purpose of repairing, replacing and maintaining existing

facilities thereon. Owner shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the easement granted to the City of Opa-Locka.

8. Title to the Property is encumbered by the following instruments of record:

1. Mortgage and Security Agreement recorded on January 25, 2007 at Official Records Book 25305, Page 4660, as assigned to The Northern Trust Company by that certain Assignment of Note, Mortgage and Other Documents recorded in Official Records Book 28622 at Page 2551, as amended and restated by that certain Restated Mortgage and Security Agreement recorded in Official Records Book 28622 at Page 2557, as affected by that certain Collateral Assignment recorded in Official Records Book 28622 at Page 2585, and as amended by that certain Mortgage Modification Agreement recorded in Official Records Book 31084 at Page 1378, all in the Public Records of Miami-Dade County, Florida.

2. Uniform Commercial Code Financing Statement Form recorded in Official Records Book 25305 at Page 4681, as affected by that certain State of Florida Uniform Commercial Code Financing Statement Form recorded in Official Records Book 28622 at Page 2593, as amended by that certain UCC Financing Statement Amendment recorded in Official Records Book 30923 at Page 889, and as amended by that certain UCC Financing Statement Amendment recorded in Official Records Book 33652 at Page 209, all in the Public Records of Miami-Dade County, Florida.

3. Plat recorded in Plat Book 31 at Page 6 in the Public Records of Miami-Dade County, Florida.

9. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

10. **FURTHER AFFIANT SAYETH NAUGHT.**

DATED this 20th day of March, 2025

[Signature]

Attorney/Affiant's Signature

Brandon Biondo

Attorney/Affiant's Name

SUBSCRIBED AND SWORN to before me this 20 day of March 2025 by Brandon Biondo, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who produced _____ as identification.

[Signature]

Notary Public

My Commission Expires:



Printed, Typed or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 8, Block 222, of GLADE GARDENS, according to the Plat thereof, recorded in Plat Book 31, Page 6, of the Public Records of Miami-Dade County, Florida.

Address: 1951 NW 141st Street, Opa Locka, Florida
Folio No. 08-2122-012-0112

g:\data\herskowitz\1951 nw 141 street opinion\attorney's affidavit 03.19.2025.docx

OWNER'S AFFIDAVIT

pg 1 (#2)

BEFORE ME, the undersigned authority, personally appeared, Andrew Horowitz ("Affiant"), who, being by me first duly sworn, on oath, deposes and says:

1. Affiant is the [] owner or [X] duly authorized agent representing the property located at 1951 NW 141st Opa Locka Blvd, Opa-Locka, FL situated in the County of Miami-Dade County, State of Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Affiant does not know of any facts by reason of which the title to or possession of the Property might be disputed or questioned, or by reason of which claim to the Property Easement might be asserted adversely, including, but not limited to, tenancies or leases of the Property or parties in possession thereof.
2. Affiant says that to Affiant's own personal knowledge, all labor and materials furnished and used in connection with improvements made upon that portion of the Property over which the Affiant has conveyed or will convey an easement for utility improvements (the "Easement Premises") to the City of Opa-Locka, a Florida municipal corporation (the "City") have been paid for in full to date, and that there are no unpaid bills for labor performed or materials furnished in connection with such improvements upon the Easement Premises, and that Affiant does not know of any person, firm or corporation who has or claims to have any lien against the Easement Premises for labor performed or materials furnished in connection with improvements within the past 90 days, or at any time; and that Affiant has not and will not execute any instruments that would adversely affect title or interest in easement interest granted or to be granted to the City over the Easement Premises.



Signature

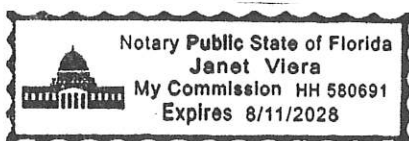
Andrew Horowitz mm

Print Name/Title

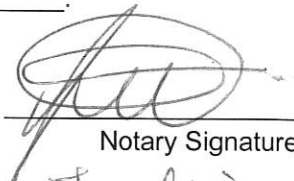
STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 1 day of May, 2025, by Andrew Horowitz, as _____, for _____, who is (X) personally known to me or () proven by producing the following identification _____.



NOTARY SEAL



Notary Signature

Janet Viera

Print Name of Notary

Legal Description for 1951 N.W. 141st Street, Opa Locka, Florida:

Folio Number: 08-2122-012-0112

Lot 8, in Block 222, of GLADE GARDENS, according to the Plat thereof, as recorded in Plat Book 31, Page 6, of the Public Records of Miami-Dade County, Florida.

Legal Description for 13833-13883 N.W. 19th Avenue, Opa Locka, Florida:

Folio Number: 08-2122-030-0010

Lots 1, 2, 3, and 4, in Block 1, of KELTON SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 95, at Page 46, of the Public Records of Miami-Dade County, Florida.

Legal Description for 1701-1739 Opa Locka Boulevard, Opa Locka, Florida:

Folio Number: 08-2122-000-0195

Being a portion of the Southeast 1/4 of Section 22, Township 52 South, Range 41 East, and being more fully described as follows: Commence at the Northeast corner of the Southeast 1/4 of said Section 22; thence run North 89 degrees 27 minutes 44 seconds West along the North line of said Southeast 1/4 of Section 22 for 35.00 feet; thence run South 00 degrees 00 minutes 50 seconds East for a distance of 35.00 feet; thence continue South 00 degrees 00 minutes 50 seconds East along a line that is 35.00 feet West of and parallel to the Easterly boundary of said Southeast 1/4 of Section 22 for a distance of 2053.73 feet; to the point of Beginning; thence North 89 degrees 29 minutes 33 seconds West for 200.00 feet; thence run North 00 degrees 00 minutes 50 seconds West for 130.00 feet; thence run North 41 degrees 55 minutes 35 seconds West for 126.10 feet to the water's edge of a lake; thence following two (2) courses being along the shore line of said lake; (1) thence run North 44 degrees 14 minutes 26 seconds East for 70.88 feet; (2) thence run North 64 degrees 30 minutes 19 seconds East for 68.54 feet; thence run North 89 degrees 59 minutes 10 seconds East for a distance of 172.89 feet to a line 35.00 feet West of the Easterly line of said Southeast 1/4; thence run South 00 degrees 00 minutes 50 seconds East along said line for distance of 305.91 feet to the Point Beginning.

Legal Description for 1761-1899 Opa Locka Boulevard, Opa Locka, Florida:

Folio Number: 08-2122-000-0270

The East 307 feet of the West 332 feet of all of that portion of the SW 1/4 of the SE 1/4 of the SE 1/4 of Section 22, Township 52 South, Range 41 East, lying North of the existing North R/W line of OPA LOCKA BOULEVARD, as it now exists, lying and being situate in Opa Locka, Miami-Dade County, Florida, and

Commence at the Northeast corner of the S.E. 1/4 of Section 22, Township 52 South, Range 41 East, thence South 0 degrees, 0 minutes, 50 seconds East along the Easterly line of said Section 22 for 2090.87 feet to a point of intersection with the North Right-of-Way line of OPA LOCKA BOULEVARD; thence Westerly along said North Right-of-Way line 235 feet to the Point of Beginning of the Parcel of land hereinafter to be described; thence continue Westerly 425.87 feet to a point of curvature of a circular curve to the left; thence Westerly and Southerly along the arc of said curve, having for its elements a central angle of 38 degrees 09 minutes 56 seconds and a radius of 514.60 feet for a distance of 342.78 feet to a point of tangency of said curve; thence South 52 degrees 26 minutes 31 seconds West 26.32 feet; thence proceed thru the following courses:

N. 00 degrees 00 minutes 00 seconds for 225.19 feet;
S. 89 degrees 19 minutes 54 seconds E. for 1.18 feet;
N. 00 degrees 00 minutes 05 seconds W. for 332.27 feet;
N. 89 degrees 21 minutes 18 seconds W. for 183.18 feet;
N. 44 degrees 59 minutes 12 seconds E. for 499.21 feet;
S. 41 degrees 55 minutes 35 seconds E. for 890.32 feet;
S. 00 degrees 00 minutes 50 seconds E. for 130.00 feet, to the Point of Beginning.

pg 1 (7)
FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of **\$10.00** hereby waives and releases its lien and right to claim a lien for labor services and/or material furnished to the owner **Opa Park LLC** for the following property:

**HMG Plumbing WM-1951
1951 NW 141 Street
Opa Locka, FL 33054**

(Dated On)

3/27/2025

Master Excavators, Inc.

Bernard Feely

(Officer of the Company Signature)

Bernard Feely

(Print Name)

President

(Title)

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

BEFORE ME, the undersigned officer, personally appeared (Name) Bernard Feely
(Title) President of (Company) Master Excavators Inc, who being first duly sworn acknowledged before me that he/she signed the foregoing Waiver and Release of Lien freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal in the State and County last aforesaid on this 27th day of March, 2025.

MY COMMISSION EXPIRES:

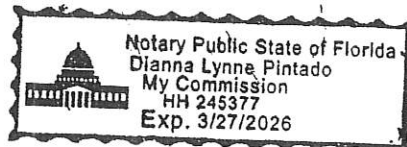
Dianna Lynne Pintado

(Signature of Notary Public)

Dianna Lynne Pintado

(Notary's Name)

☒ Personally Known or ☐ Produced Identification
ID Produced "Personally Known"





PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 03/07/2025

pg 1 (48)

PROPERTY INFORMATION

Folio	08-2122-012-0112
Property Address	1951 NW 141 ST OPA-LOCKA, FL 33054-4152
Owner	OPA PARK LLC
Mailing Address	3250 GRAND AVE SUITE 201 MIAMI, FL 33133
Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	58,550 Sq.Ft
Living Area	58,550 Sq.Ft
Adjusted Area	58,329 Sq.Ft
Lot Size	97,139 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	\$2,331,336	\$2,331,336	\$1,554,224
Building Value	\$5,725,664	\$3,026,398	\$2,528,306
Extra Feature Value	\$0	\$0	\$0
Market Value	\$8,057,000	\$5,357,734	\$4,082,530
Assessed Value	\$3,286,432	\$2,987,666	\$2,716,060

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$4,770,568	\$2,370,068	\$1,366,470

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

GLADE GARDENS 2.23 AC PB 31-6
LOT 8 BLK 222
LOT SIZE IRREGULAR
OR 25266-3821 0107 5



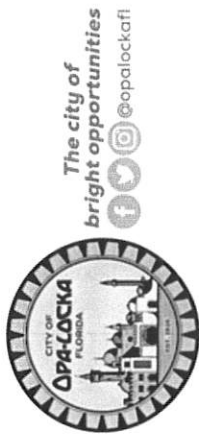
TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,286,432	\$2,987,666	\$2,716,060
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,057,000	\$5,357,734	\$4,082,530
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,286,432	\$2,987,666	\$2,716,060
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,286,432	\$2,987,666	\$2,716,060

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
01/01/2007	\$0	25266-3821	Sales which are disqualified as a result of examination of the deed
12/01/1991	\$2,025,000	15329-5294	Deeds that include more than one parcel
10/01/1980	\$600,000	10925-0121	Sales which are qualified
06/01/1988	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad e.gov/info/disclaimer.asp>



Home

Details

New

Open

Delete

Print Work Log

Reset

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Back

Reference Tables

Report Launcher

Attachments

Inspection Order

Sample permit

Link

Permit Information

Permit Number 2410062

FOLIO NO 08-2122-012-0112

Status Open

Owner Name OPA-PARK LLC

Address 1951 NW 141 ST

Minimum Level	Maximum Level	Inspection Type	Sequence	Inspector	Scheduled Date	Inspect Date	Result	Notes	Confirmation	Comments
0	0	0 PH-FPLEG	1	HSALVAD	02/11/2025	02/11/2025	F			7932 NOTREADY NEED CONNECT WATER TO E
0	0	0 PH-FPLEG	2	HSALVAD	02/25/2025	02/25/2025	P			8005
0	0	0 PH-RPLEG	1	HSALVAD	01/06/2025	01/06/2025	P			7862 PARTIAL PASS
0	0	0 PH-RPLEG	2	HSALVAD	01/08/2025	01/08/2025	P			7692 PARTIAL OK
0	0	0 PH-RPLEG	3	HSALVAD	01/21/2025	01/21/2025	P			7765
0	0	0 PH-RPLEG	4	HSALVAD	01/28/2025	01/28/2025	P			7811 PRESSURE TEST; TAP OUT - ES 1/28/25

Inspection

Inspection Type PH-FPLEG - FINAL - PLUMBING

Sequence 1

Inspection Status Completed

Minimum Level 0

Maximum Level 0

Details

Results

Inspection Area

Inspector HSALVAD - SALVADORE, HENRY

Requested Date 02/10/2025

Scheduled Date 02/11/2025

Scheduled Time

Type here to search



ENGINEERING CONTRACTORS
9950 S.W. 168th Ter., Miami, FL 33157
Tel: 305-238-0119 / Fax: 305-251-8301
www.masterexcavators.com

DATE APRIL 10, 2025

WARRANTY/ GUARANTEE LETTER

OWNER: OPA PARK LLC

JOB DESCRIPTION: HMG PLUMBING WM - 1951
1951 NW 141 STREET OPA LOCKA, FL 33054

SUBCONTRACTOR: Master Excavators, Inc.
9950 S.W. 168th Terrace
Miami, FL 33157

GUARANTEE PERIOD: One year from the date of substantial completion of 4/10/2025

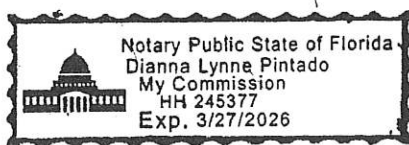
We hereby guarantee and warrant that we have performed the Site work included in our contract in accordance with the Drawings, Specifications and all other contract documents. We guarantee all materials and workmanship installed by us as specified above in Warranty period. Should any defects develop within the Warranty period in materials or workmanship furnished by us we will make all repairs or replacements and do all necessary work to correct the defect to the Owner's and Architect's satisfaction. Cost for such repairs and corrective work, including costs of making good all other work damaged by or otherwise affected by making repairs of corrective work shall be done by us without cost to the owner. All such work shall be done promptly upon written notice of the owner.

Agreed to and accepted:
Master Excavators, Inc.

By: Bernard Feely
Bernard Feely, President

Date: 4/10/2025

Sworn to and subscribed before me, a Notary Public, in and for the State of Florida, County of Miami-Dade at Miami on this 10th day of Month, 2025.



Notary Public Dianna Lynne Pintado

p 2 (#11)

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$10.00 hereby waives and releases its lien and right to claim a lien for labor services and/or material furnished to the owner **Opa Park LLC** for the following property:

**HMG Plumbing WM-1951
1951 NW 141 Street
Opa Locka, FL 33054**

(Dated On)

3/27/2025

Master Excavators, Inc.

Bernard Feely

(Officer of the Company Signature)

Bernard Feely

(Print Name)

President

(Title)

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

BEFORE ME, the undersigned officer, personally appeared (Name) Bernard Feely
(Title) President of (Company) Master Excavators Inc, who being first duly sworn acknowledged before me that he/she signed the foregoing Waiver and Release of Lien freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal in the State and County last aforesaid on this 27th day of March, 2025.

MY COMMISSION EXPIRES:

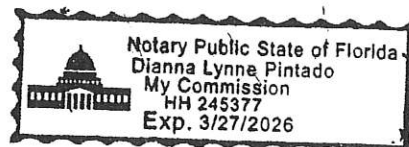
Dianna Lynne Pintado

(Signature of Notary Public)

Dianna Lynne Pintado

(Notary's Name)

☒ Personally Known or ☐ Produced Identification
ID Produced "Personally Known"



DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(52-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

Florida-Spectrum Environmental Services, Inc.

1460 W. McNab Road, Fort Lauderdale, FL 33309 Tel# (954) 978-6400

Certification No. E86006

Report Number: 25B0183 Sub-Contract Lab ID: E86006

Analysis Requested: (check all that apply)

☒ Total Coliform/E. coli ☐ Total Coliform/Fecal ☐ Enterococci ☐ Coliphage ☐ HPC ☐ Other:

Public Water System (PWS) Name: MDWASA

PWS I.D.

4 1 3 0 8 7 1

PWS Address: 1941 NW 141st St, Opa Locka, FL 33054

City: Opa Locka

FL

PWS or PWS Owner's Phone #:

Fax #:

Collector: Amos Sealey

Collector's Phone #: (954) 871-4015

Type of Supply: (check only one)

☒ Community Water System ☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System

☐ Limited Use System ☐ Bottled Water ☐ Private Well ☐ Swimming Pool ☐ Other:

Reason for Sampling: (check all that apply)

☐ Distribution Routine ☐ Distribution Repeat ☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey

☒ Clearance ☐ Replacement (also check type of sample being replaced) ☐ Boil Water Notice ☐ Other:

Sample Collection Date: 2/5/25

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point Warehouse	Sample Collection Time	Sample Type	Disin- fectant Residual (mg/L)	pH	Analysis Method(s): Total Coliform/E.Coli (PA) by Colilert in Water (SM9223B)				
	1941 NW 141st St, Opa Locka, FL 33054					Non- Coliform	Total Coliform	Fecal Enterococci or Coliphage3	Data Qualifier4	Lab Sample #
	SP-1 Unit 26	12:17	S	0.8 / 0.4	7.5		Absent	Absent	U	25B0183-01
	SP-2 Unit 30	12:25	S	1.0 / 0.5	7.6		Absent	Absent	U	25B0183-02

Average of disinfectant residuals for distribution routine & repeat
Samples: 5 Free chlorine or Total chlorine (circle one)

0.9 / 0.4

Disinfectant Residual Analysis Method:

☒ DPD Colorimetric ☐ Other:

Person performing disinfectant analysis is (see instructions on reverse):

☐ A certified operator (#)
☐ Supervised by certified operator (#)
☐ Employed by a certified lab ☐ Employed by DEP or DOH
☐ Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with
NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results:

Date and time DEP/DOH notified by lab of positive results:

Date Report Issued: 20-Feb-2025 12:28

Lab Signature: Angel Barreto

Title: (CSM) Customer Service Manager

Franklyn Galvis

Imperial Environmental, LLC

7604 Monogram Lane

Mint Hill

NC

28227

☐ Satisfactory

DEP/DOH USE ONLY

☐ Incomplete Collection Information

☐ Repeat Samples Required

☐ Replacement Samples Required

Date Reviewed by DEP/DOH:

DEP/DOH Reviewing Official:

¹ For Sample Types see Instructions item I 16.

² For Analysis Methods see Instructions item II 6.

³ Please circle appropriate selection.

⁴ Defined in Florida Administrative Code Rule 62-169, Table 1.

⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

**DRINKING WATER MICROBIAL SAMPLE COLLECTION
& LABORATORY REPORTING FORMAT**

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

Florida-Spectrum Environmental Services, Inc.

1460 W. McNab Road, Fort Lauderdale, FL 33309 Tel# (954) 978-6400
Certification No. E86006

Report Number: 25B0215 Sub-Contract Lab ID: E86006

Analysis Requested: (check all that apply)

☒ Total Coliform/E. coli ☐ Total Coliform/Fecal ☐ Enterococci ☐ Coliphage ☐ HPC ☐ Other: _____

Public Water System (PWS) Name: _____ MDWASA

PWS I.D.

4	1	3	0	8	7	1
---	---	---	---	---	---	---

PWS Address: 1941 NW 141st St, Opa Locka, FL 33054

City: Opa Locka **FL**

PWS or PWS Owner's Phone #: _____

Fax #: _____

Collector: Amos Sealey

Collector's Phone #: (954) 871-4015

Type of Supply: (check only one)

☒ Community Water System ☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System
☐ Limited Use System ☐ Bottled Water ☐ Private Well ☐ Swimming Pool ☐ Other: _____

Reason for Sampling: (check all that apply)

☐ Distribution Routine ☐ Distribution Repeat ☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey
☒ Clearance ☐ Replacement (also check type of sample being replaced) ☐ Boil Water Notice ☐ Other: _____

Sample Collection Date: 2/6/25

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point Warehouse	Sample Collection Time	Sample Type	Disin- fectant Residual (mg/L)	pH	Analysis Method(s): Total Coliform/E.Coli (PA) by Colilert in Water (SM9223B)				
	1941 NW 141st St, Opa Locka, FL 33054					Non- Coliform	Total Coliform	Fecal Enterococci or Coliphage3	E. Coli	Data Qualifier4
	SP-1 Unit 26	8:59	S	0.8 / 0.4	8.4		Absent	Absent		U
	SP-2 Unit 30	9:07	S	0.6 / 0.3	8.4		Absent	Absent		U

Average of disinfectant residuals for distribution routine & repeat Samples.5 Free chlorine or Total chlorine (circle one)

0.7 / 0.3

Disinfectant Residual Analysis Method:

☒ DPD Colorimetric ☐ Other: _____

Person performing disinfectant analysis is (see instructions on reverse):

☐ A certified operator (# _____)
☐ Supervised by certified operator (# _____)
☐ Employed by a certified lab ☐ Employed by DEP or DOH
☐ Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results: _____

Date and time DEP/DOH notified by lab of positive results: _____

Date Report Issued: 20-Feb-2025 12:41

Lab Signature: Angel Barreto

Title: (CSM) Customer Service Manager

Franklyn Galvis

Imperial Environmental, LLC

7604 Monogram Lane

Mint Hill

NC

28227

☐ Satisfactory

☐ Incomplete Collection Information

☐ Repeat Samples Required

☐ Replacement Samples Required

Date Reviewed by DEP/DOH: _____

DEP/DOH Reviewing Official: _____

DEP/DOH USE ONLY

¹ For Sample Types see Instructions item I 16.

² For Analysis Methods see Instructions item II 6.

³ Please circle appropriate selection.

⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.

⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

Florida-Spectrum Environmental Services, Inc.

1460 W. McNab Road, Fort Lauderdale, FL 33309 Tel# (954) 978-6400
Certification No. E86006

Report Number: 25B0183 Sub-Contract Lab ID: E86006

Analysis Requested: (check all that apply)

☒ Total Coliform/E. coli ☐ Total Coliform/Fecal ☐ Enterococci ☐ Coliphage ☐ HPC ☐ Other: _____

Public Water System (PWS) Name: MDWASA

PWS I.D.

4	1	3	0	8	7	1
---	---	---	---	---	---	---

PWS Address: 1941 NW 141st St, Opa Locka, FL 33054

City: Opa Locka

FL

PWS or PWS Owner's Phone #: _____

Fax #: _____

Collector: Amos Sealey

Collector's Phone #: (954) 871-4015

Type of Supply: (check only one)

☒ Community Water System ☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System
☐ Limited Use System ☐ Bottled Water ☐ Private Well ☐ Swimming Pool ☐ Other: _____

Reason for Sampling: (check all that apply)

☐ Distribution Routine ☐ Distribution Repeat ☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey
☒ Clearance ☐ Replacement (also check type of sample being replaced) ☐ Boil Water Notice ☐ Other: _____

Sample Collection Date: 2/5/25

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point Warehouse	Sample Collection Time	Sample Type	Disin- fectant Residual (mg/L)	pH	Analysis Method(s)2: Total Coliform/E.Coli (PA) by Colilert in Water (SM9223B)				
	1941 NW 141st St, Opa Locka, FL 33054					Non- Coliform	Total Coliform	Fecal <u>E.Coli</u> , Enterococci or Coliphage3	Data Qualifier4	Lab Sample #
	SP-1 Unit 26	12:17	S	0.8 / 0.4	7.5		Absent	Absent	U	25B0183-01
	SP-2 Unit 30	12:25	S	1.0 / 0.5	7.6		Absent	Absent	U	25B0183-02

Average of disinfectant residuals for distribution routine & repeat
Samples.5 Free chlorine or Total chlorine (circle one)

0.9 / 0.4

Disinfectant Residual Analysis Method:

☒ DPD Colorimetric ☐ Other: _____

Person performing disinfectant analysis is (see instructions on reverse):

☐ A certified operator (# _____)
☐ Supervised by certified operator (# _____)
☐ Employed by a certified lab ☐ Employed by DEP or DOH
☐ Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with
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Date and time PWS notified by lab of positive results: _____

Date and time DEP/DOH notified by lab of positive results: _____

Date Report Issued: 20-Feb-2025 12:28

Lab Signature: Angel Barreto

Title: (CSM) Customer Service Manager

Franklyn Galvis

Imperial Environmental, LLC

7604 Monogram Lane

Mint Hill

NC

28227

☐ Satisfactory

DEP/DOH USE ONLY

☐ Incomplete Collection Information

☐ Repeat Samples Required

☐ Replacement Samples Required

Date Reviewed by DEP/DOH: _____

DEP/DOH Reviewing Official: _____

¹ For Sample Types see Instructions item I 16.

² For Analysis Methods see Instructions item II 6.

³ Please circle appropriate selection.

⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.

⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

Florida-Spectrum Environmental Services, Inc.

1460 W. McNab Road, Fort Lauderdale, FL 33309 Tel# (954) 978-6400

Certification No. E86006

Report Number: 25B0215 Sub-Contract Lab ID: E86006

Analysis Requested: (check all that apply)

☒ Total Coliform/E. coli ☐ Total Coliform/Fecal ☐ Enterococci ☐ Coliphage ☐ HPC ☐ Other:

Public Water System (PWS) Name: MDWASA

PWS I.D. 4 1 3 0 8 7 1

PWS Address: 1941 NW 141st St, Opa Locka, FL 33054

City: Opa Locka

FL

PWS or PWS Owner's Phone #:

Fax #:

Collector: Amos Sealey

Collector's Phone #: (954) 871-4015

Type of Supply: (check only one)

☒ Community Water System ☐ Non-Transient Non-community Water System ☐ Transient Non-community Water System
☐ Limited Use System ☐ Bottled Water ☐ Private Well ☐ Swimming Pool ☐ Other:

Reason for Sampling: (check all that apply)

☐ Distribution Routine ☐ Distribution Repeat ☐ Raw (triggered or assessment) ☐ Raw (triggered or assessment) additional ☐ Well Survey
☒ Clearance ☐ Replacement (also check type of sample being replaced) ☐ Boil Water Notice ☐ Other:

Sample Collection Date: 2/6/25

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point Warehouse	Sample Collection Time	Sample Type	Disin- fectant Residual (mg/L)	pH	Analysis Method(s)2: Total Coliform/E.Coli (PA) by Colilert in Water (SM9223B)				
	1941 NW 141st St, Opa Locka, FL 33054					Non- Coliform	Total Coliform	Fecal Enterococci or Coliphage3	E. Coli	Data Qualifier4
	SP-1 Unit 26	8:59	S	0.8 / 0.4	8.4		Absent	Absent		U
	SP-2 Unit 30	9:07	S	0.6 / 0.3	8.4		Absent	Absent		U

Average of disinfectant residuals for distribution routine & repeat Samples.5 Free chlorine or Total chlorine (circle one)

0.7 / 0.3

Disinfectant Residual Analysis Method:

☒ DPD Colorimetric ☐ Other:

Person performing disinfectant analysis is (see instructions on reverse):

☐ A certified operator (#)
☐ Supervised by certified operator (#)
☐ Employed by a certified lab ☐ Employed by DEP or DOH
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Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results:

Date and time DEP/DOH notified by lab of positive results:

Date Report Issued: 20-Feb-2025 12:41

Lab Signature: Angel Barreto

Title: (CSM) Customer Service Manager

Franklyn Galvis

Imperial Environmental, LLC

7604 Monogram Lane

Mint Hill

NC

28227

☐ Satisfactory

☐ Incomplete Collection Information

☐ Repeat Samples Required

☐ Replacement Samples Required

Date Reviewed by DEP/DOH:

DEP/DOH Reviewing Official:

DEP/DOH USE ONLY

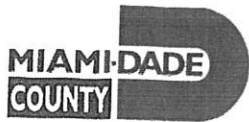
¹ For Sample Types see Instructions item I 16.

² For Analysis Methods see Instructions item II 6.

³ Please circle appropriate selection.

⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.

⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.



MIAMI-DADE WATER & SEWER DEPARTMENT
METER OPERATIONS & MAINTENANCE
CROSS-CONNECTION CONTROL UNIT
1001 N.W. 11th STREET, MIAMI, FL 33136-2209
Phone (305) 547-3046 Fax (786)268-5485

BACKFLOW PREVENTION ASSEMBLY TEST REPORT FORM

1	ADDRESS OF DEVICE: 1951 NW 141 St		OWNER OF DEVICE:		
	OWNER CONTACT:		PHONE:	FAX:	
	ADDRESS OF OWNER:		ZIP CODE: 33054		
2	NAME OF TESTER: Felipe Rodriguez		CERTIFICATION #: H02652	EXPIRATION DATE: 02/02/2026	PHONE: 3059865505
	BUSINESS NAME: Free Flow Backflow		BUSINESS ADDRESS: 12485 SW 137th Ave. STE 212		
3	TEST KIT MAKE: Watts	MODEL #: TK-99E	SERIAL #: 822-1	DATE LAST CAL: 10/18/2023	ZIP CODE: 33186
					SITE TUBE: YES / NO

4	TEST		PLEASE MARK: R.P. ☒ D.C. ☐ P.V.B. ☐	
	MAKE OF ASSEMBLY: Ames	MODEL NO: C01 + 400	SERIAL #: YF-1052	SIZE: 3"
	LOCATION OF ASSEMBLY: front of property		HAZARD/SERVICE: Domestic	METER NO. N/A
	INITIAL TEST: ☒	ANNUAL TEST: ☐	DATE OF TEST: 2/7/25	METER READING: N/A
	SHUT OFF VALVE #1: ☒	SHUT OFF VALVE #2: ☒	LINE PRESSURE: 65	PRESSURE STABLE: YES - NO
	CLOSED TIGHT: ☒	CLOSED TIGHT: ☒		

TEST	D.C.V.A.		R.P.Z.A.		P.V.B.	
	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE	AIR INLET	CHECK VALVE	
	Closed Tight: ☒	Closed Tight: ☒	FAILED TO OPEN: ☐	FAILED TO OPEN: ☐	LEAKED: ☐	
	Leaked: ☐	Leaked: ☐				
	PRESSURE DIFFERENTIAL ACROSS CHECK: 8.2 PSI	PRESSURE DIFFERENTIAL ACROSS CHECK: 2.0 PSI	OPENED AT: 2.2 PSI	OPENED AT: ☐ PSI	HELD AT: ☐ PSI	

IF THE ASSEMBLY FAILS FOR ANY REASON, COMPLETE THIS SECTION AND NOTE REPAIRS

REMARKS / REASON FOR FAILURE (IF APPARENT):

REPAIRS	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE	P.V.B.
	CLEANED: ☐	CLEANED: ☐	CLEANED: ☐	CLEANED: ☐
	REPLACED: ☐	REPLACED: ☐	REPLACED: ☐	REPLACED: ☐

RETEST	D.C.V.A.		R.P.Z.A.		P.V.B.	
	CHECK VALVE NO. 1	CHECK VALVE NO. 2	DIFFERENTIAL RELIEF VALVE	AIR INLET	CHECK VALVE	
	Closed Tight: ☐	Closed Tight: ☐	FAILED TO OPEN: ☐	FAILED TO OPEN: ☐	LEAKED: ☐	
	Leaked: ☐	Leaked: ☐				
	PRESSURE DIFFERENTIAL ACROSS CHECK: ☐ PSI	PRESSURE DIFFERENTIAL ACROSS CHECK: ☐ PSI	OPENED AT: ☐ PSI	OPENED AT: ☐ PSI	HELD AT: ☐ PSI	

I CERTIFY THAT I HAVE TESTED THE ABOVE ASSEMBLY IN ACCORDANCE WITH THE A.W.W.A. CROSS CONNECTION CONTROL MANUAL AND THAT ALL THE INFORMATION IS ACCURATE TO THE BEST OF MY ABILITIES.

SIGNATURE OF CERTIFIED TESTER: _____ DATE: 2/7/25

NOTE: TEST FORM MUST BE COMPLETED IN ITS ENTIRETY. INCOMPLETE TEST FORMS WILL BE RETURNED.

#16
page 3



Year
2025

Backflow Inspection Certification - DO NOT REMOVE THIS TAG
For Service or Re-Certification Call 305-972-5631
Certifications EXPIRES 1 Year from the Date on this Tag.

☒	Feb
☐	Mar
☐	Apr
☐	May
☐	Jun
☐	Jul
☐	Aug
☐	Sep
☐	Oct
☐	Nov
☐	Dec

April 9, 2025

Project: HMG Plumbing WM-1951
1951 NW 141 Street
Opa Locka, FL 33054

Water Cost Breakdown

WATER

1 – 3" RPZ	\$ 5,000.00
400' 3" schedule D	\$12,000.00
420' 2" Poly Pipe	\$10,500.00
17 PBH Services	\$17,000.00
1" single water service	<u>\$ 800.00</u>
 Total for Water costs	 \$45,300.00



MASTER EXCAVATORS, INC.

9950 S.W. 168th Terrace Miami, FL 33157

Tel: (305) 238 0119 Fax: (305) 251 8301

info@masterexcavators.com

PROPOSAL

PROJECT: HMG Plumbing WM-1951

LOCATION: 1951 NW 141 ST Opa Locka, FL 33054

OPA PARK LLC

Andrew L. Herskowitz

3250 Grand Avenue suite 201 Miami, FL 33133

Phone: 305-665-1951

hersk.hmg@gmail.com

PROJECT #:24-0826

October 6, 2024

(revised)

We, hereby, propose to furnish and install the following items of work, as per:

- Plans prepared by GFD GROUP MIAMI, LLC (Sheets P-1 thru P-4 dated 07/18/2024).
- No Survey plan provided.
- No Geotechnical Engineering Report provided.

DESCRIPTION	UNIT	QUANT.	TOTAL
Water Distribution			
- Connect existing water service	e.a	1.00	
- 3" SCH 80 PVC tubing water service	L.F	400.00	
- 2" PE tubing water service	L.F	420.00	
- Fittings	L.S	1.00	
- 3" RPZ	e.a	1.00	
- 1" dowble water service	e.a	17.00	
- 1" single water service	e.a	1.00	
- Water meter Boxes (by customer) / CITY	e.a	EXCLUDED	
- Sample point/Bacteriological test	L.S	1.00	
- Backflow certification	L.S	1.00	
- Asphalt removal & restoration	S.Y	365.00	
- Saw cut sphalt	L.F	1,650.00	
- Haul off asphalt	load	2.00	
- Milling and resurfacing (if required)	L.S	EXCLUDED	
- Marking & sign (if required)	L.S	EXCLUDED	
- Erosion Control (if required)	L.S	EXCLUDED	
- MOT	L.S	EXCLUDED	
- Mobilization / Supervision / ABOUT TESTING	L.S	1.00	
3 INCH GATE VALVE + BOX			
Water Distribution			\$86,360.00
BASE BID:			\$86,360.00

(Eighty six thousand,three hundred sixty dollars,zero cents)

Notes:

1. OUR BID IS LIMITED TO SHOWN ITEMS. & Attached Appendix + plumbing plans

Exclusions:

- Any/all permit(s) fees / Performance and Payment Bond.
- All tests (Densities, material, concrete, asphalt, etc.).
- Removal, disposal, handling and/or replacement of any contaminated material, if encountered.
- Removal, disposal, handling and/or replacement of any unsuitable material, if encountered.
- Phasing work
- Work after regular working hours (Night, weekend)
- ~~Handwork~~
- Removal, disposal and/or handling spoils generated by other trades
- Contingencies or allowances.
- Landscaping, sodding and irrigation items (Relocation, adjustment, removal, repairs, etc.)
- Bollards.

All material in
hand prior to dig

All materials are guaranteed to be as specified and the above work will be performed in accordance with the drawings and

specifications submitted, and will be completed in a substantial workman like manner.
Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become extra charge over and above the estimate. All agreements are contingent upon strike, accidents or delays, which are beyond our control. Worker's compensation and liability insurance on above work to be taken out by Master Excavators. Inc.

NOTES:

- This proposal shall expire within 10 days of proposal date.
- ~~Proposal based on issuance of a Standard AIA Subcontract Agreement.~~

Payment Terms:

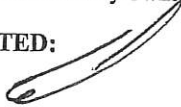
Payment due within (10) days of date of invoice, regardless of when payment is made by Owner.

MASTER EXCAVATORS, INC.

BY: Marjan Aliaj

TITLE: Project Manager DATE: 08/28/2024

ACCEPTED:

BY: 

TITLE: MM DATE: 9/16/24

PAYMENT TERMS
25% After Permit pulled
25% After water line installed & in place
25% After all boxes & spaces installed & cover run
25% After all work completed & permit final & documents final as needed

p93 (#18)

**CITY OF OPA-LOCKA
BUILDING DEPARTMENT
BUILDING PERMIT AND INSPECTION RECORD**

☐ SINGLE STOP (ALL TRADES) PERMIT

1951 NW 141 ST

ADDRESS OF JOB

LEGAL **08-2122-012-0112**

DATE ISSUED:

10/31/24

INSPECTIONS	APPROVED BY	DATE
-------------	-------------	------

**ROUGH ELECTRICAL, PLUMBING & MECHANICAL
DO NOT CALL FOR FRAMING INSPECTION UNTIL
APPROVALS HAVE BEEN OK'ED BELOW.**

NATURE OF WORK **New water service
individuals Meters - 38
units**

OWNER

CONTRACTOR

MASTER EXCAVATORS PARK LLC

INSPECTIONS	APPROVED BY	DATE
SETBACK & YARDS		
TRENCH & FORMS		
REINFORCING STEEL		
O.K. TO POUR FOOTINGS		

**DO NOT POUR FOOTINGS
UNTIL ABOVE IS APPROVED**

HEAT AIR COND. RE FRIG. GROUNDWORK		
ELECTRICAL GROUNDWORK		
PLUMBING GROUNDWORK	ES	2/4/25
GAS PIPING GROUNDWORK		

**DO NOT POUR CONCRETE FLOOR SLAB
OR COVER FIRST FLOOR JOISTS UNTIL
ANY WORK LISTED ABOVE IS APPROVED**

FIRST FLOOR SLAB		
------------------	--	--

**DO NO WORK ABOVE FIRST FLOOR UNTIL
AS - BUILT ELEV. SURVEY SUBMITTED IF
REQUIRED.**

ELEV. SURVEY		
--------------	--	--

TIE BEAM		
----------	--	--

**INSPECTORS WILL NOTE BELOW ANY MAJOR ITEMS
INSPECTED BUT NOT LISTED ABOVE**

MECH

ELEC

PLBG

OTHER

ROUGH ELECTRIC

PLUMBING TOP OUT

PLUMBING TUB &
WATER PIPE

ROUGH HEAT AIR
COND. OR REFRIG.

ROUGH GAS PIPING

FRAMING AND
ROOF FRAMING

**DO NOT COVER
ABOVE ITEMS UNTIL APPROVED**

TIN CAP

SOAKAGE PIT

WELLS

SEWER/ SEPTIC TANK

FIRST FINAL (COMMERCIAL ONLY)
(FOR FIRE INSPECTION CALL 718-7624)

FINAL GAS

FINAL ELECTRIC

FINAL PLUMBING

FINAL HEAT AIR
COND. OR REFRIG.

FINAL ROOF

PRODUCT CONTROL FINAL
(CALL DADE COUNTY DEPT.)

FINAL BUILDING
INSPECTION

**REFER TO THIS NUMBER WHEN CALLING
FOR INSPECTION:**

MASTER BLDG PERMIT #

24 10 00 62

TRADE PERMIT NUMBER

UTILITY INFRASTRUCTURE CONVEYANCE AND SERVICE
AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the Opa Park LLC, a Florida Limited Liability Company, whose address is 3250 Grand Ave, Suite 201, Miami, FL 33133 ("OWNER") and the City of Opa-Locka, FL, a municipal corporation located in Miami-Dade County (the "CITY OF OPA-LOCKA" or "CITY").

RECITALS

WHEREAS, Opa Park LLC ("Owner") has completed a water meter manifold system within the property, located at 1951 NW 141st Street ("Property"), within the City of Opa-Locka ("City"); and

WHEREAS, Owner desires to convey the constructed water meter manifold system (excluding the service lines from the water mains to the individual buildings), to allow metering at each location within the development receiving water services; and

WHEREAS, Miami-Dade County is required to install meters on the property due to a billing agreement between the City of Opa-Locka and Miami-Dade County; and

WHEREAS, Owner has requested the City to accept conveyance and subsequent operation, and maintenance of the water meter infrastructure (excluding the service lines from the water mains to the individual buildings) ("Facilities") constructed on the Property by Owner in order to facilitate individual utility billing of tenants; and

WHEREAS, the Owner agrees that construction of the potable water and wastewater facilities is in accordance with plans, specifications and engineering data prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies and authorized City representatives and will warranty the property for a period of five (5) years from the execution of this Agreement; and

WHEREAS, Owner shall also convey to the City, through sufficient Warranty Deed, all pumping facilities or other utility facilities deemed necessary by the City as well as a good and sufficient Utility Easement for all other facilities; and

WHEREAS, Owner shall retain responsibility for the maintenance of this infrastructure for the next one (1) year, after which time the City will assume that responsibility; and

WHEREAS, the City agrees to accept the conveyance of utility infrastructure from Owner and the City agrees to facilitate individual utility billing for tenants of the subject Property.

ARTICLE I

The Owner as a party to this Agreement hereby covenants and agrees as follows:

1. That construction of all lift stations and other pumping facilities is in accordance with City of Opa-Locka standards, including the provision of telemetry.
2. That all construction is executed in accordance with all City of Opa-Locka rules and regulations necessary for sewer service to be rendered to the property as described in Exhibit "A" hereto.
3. That the construction of the sewer service facilities shall be in accordance with plans, specifications and engineering data prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies and City of Opa-Locka authorized representatives. Said sewer service systems shall be connected to the City of Opa-Locka's existing systems at the points as specified by the City of Opa-Locka authorized representatives. Any deviation from the approved plans and specifications shall require the prior approval in writing of the City of Opa-Locka's Director of Public Works & Utilities as approved by the City Manager.
4. To retain the services of a Florida registered professional engineer for the purpose of providing necessary inspection and supervision of the construction work to ensure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.
5. To provide shop drawings and catalog information of the materials and equipment installed for City of Opa-Locka approval.
6. To turn over to the City of Opa-Locka representatives all materials, plans and construction documents.
7. To notify the CITY OF OPA-LOCKA before any additional construction takes place and when inspections will be required. Said notification shall be made in writing and shall be received by CITY OF OPA-LOCKA at least forty-eight (48) hours in advance.
8. At the time when periodic inspections are required, the CITY OF OPA-LOCKA's authorized representative, together with Owner's engineer, will be present to observe and jointly witness tests for determination of conformance to approve plans and specifications.
9. Owner, during a two-year warranty period, shall promptly correct defective work upon notification by the CITY OF OPA-LOCKA. Should Owner fail to do so within seven (7) days after written notice, CITY OF OPA-LOCKA may correct and remedy any such deficiency. All direct and indirect costs of the CITY OF OPA-LOCKA shall be charged

to the Owner.

10. Owner's obligation to perform and complete the work in accordance with this Agreement shall be absolute. Neither any act of acceptance by the CITY OF OPA-LOCKA nor any failure to do so will constitute a release nor waiver of Owner's obligation to comply with all requirements set forth in this Agreement.

11. The CITY OF OPA-LOCKA shall not be required to accept the construction except unless utility installation in that area has been completed, tested, certified, approved and accepted by the CITY OF OPA-LOCKA, and Owner has provided as-built drawings and related documentation. Should construction water be required by Owner in the future, Owner shall pay at the current rate charged to commercial customers in the service area. All construction water shall be metered.

12. To indemnify and hold harmless the CITY OF OPA-LOCKA from any and all liabilities incurred by the construction and development of the sewer service system(s) to service the Project including all contractors and subcontractors.

13. To pay all CITY OF OPA-LOCKA Capacity Impact Fees, physical connection charges and all other CITY OF OPA-LOCKA fees and charges, after the computation of credits, if any, as required by CITY OF OPA-LOCKA rules, regulations, resolutions, policies and procedures.

14. To acknowledge that the sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders and Miami-Dade Ordinances applicable to the City; and any agreements between Miami-Dade County and City.

15. To fully remedy and correct at Owner's sole expense any title defects affecting the CITY OF OPA-LOCKA's rights, incorrect easements, faulty legal descriptions or other such problems.

ARTICLE II

Upon completion, approval and acceptance of the work required to be done, Owner shall without cost to the CITY OF OPA-LOCKA:

1. Convey to the CITY OF OPA-LOCKA and its successors and assigns by good and sufficient Warranty Deed for all pumping facilities or other utility facilities for which the CITY OF OPA-LOCKA requests a fee conveyance and by a good and sufficient Utility Easement for all other facilities. Said easement shall grant the CITY OF OPA-LOCKA a perpetual right, easement and privilege to own, operate, maintain, repair and replace sewer service, mains, connections, pumps and meters within granted easements. Owner shall also

secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon.

2. Transfer in fee simple to the CITY OF OPA-LOCKA by Bill of Sale all Owner's right, title and interest in and to all of the service facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to the preceding Paragraph (1) above for the purpose of supplying service within the Property. The Bill of Sale shall include the contractor's certifications stating the cost of the installations due under this Agreement.

3. Furnish the CITY OF OPA-LOCKA with an Attorney's Affidavit confirming Owner's ability to convey the items outlined in the previous two paragraphs.

4. Furnish the CITY OF OPA-LOCKA with an Owner's Affidavit confirming that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid in full.

5. Furnish the CITY OF OPA-LOCKA with Releases of Lien from all contractors and suppliers of materials and/or labor who might have acquired an interest in the installations by the supplying of materials and/or labor or otherwise.

6. Furnish the CITY OF OPA-LOCKA with an Owner's Waiver and Release releasing all liens which Owner might have on the works/installations.

7. Furnish the CITY OF OPA-LOCKA with all manufacturers' warranties which Owner might have received or is due to receive on any part of the installations.

8. Furnish the CITY OF OPA-LOCKA with a satisfactory Contractor's Letter of Warranty, letter of credit or security bond guaranteeing installation pursuant to this Agreement against defects in material, equipment or construction for a period of not less than one (2) years from the passage of any City resolution accepting the utility infrastructure.

9. Furnish all other items outlined in the Owner Utilities Conveyance Checklist as subsequently determined to be required by CITY OF OPA-LOCKA staff. A copy of the Owner Utilities Conveyance Checklist is attached hereto as Exhibit "B."

10. In the event that on-site sewer services facilities are connected to the CITY OF

OPA-LOCKA system(s) absent the conveyances mentioned herein, the Owner's requirement to convey said facilities to the CITY OF OPA-LOCKA shall not be waived and shall run with the land. In such event, the CITY OF OPA-LOCKA may thereafter, at any time, request conveyance of such facilities and the Owner or subsequent owner in interest shall promptly comply with said request in the manner prescribed herein. In the event the Owner or subsequent owner in interest is unwilling or unable to convey the facilities for any reason whatsoever, the CITY OF OPA-LOCKA shall have the immediate right to terminate this Agreement and services to be provided by the CITY OF OPA-LOCKA pursuant to this Agreement, without fault or breach. Notwithstanding the foregoing, the CITY OF OPA-LOCKA shall not be obligated to make any connection or service until the CITY OF OPA-LOCKA has received all items required as outlined on the Owner Conveyance Checklist, including but not limited to the Engineer's Certification of Construction Completion indicating that all construction has been performed in substantial conformance with the approved engineering plans and that all tests required by the Engineer and the CITY OF OPA-LOCKA have been satisfactorily performed.

11. All documents defined in this Article shall be in such form approved by CITY OF OPA-LOCKA.

ARTICLE III

The CITY OF OPA-LOCKA and Owner hereby covenant and agree as follows:

1. The provisions of this Agreement shall be binding upon and inure to the benefit of successors and assigns in title to the Property.

2. Owner, its successors and assigns, and the owners and occupants of buildings on the Property are hereby prohibited from installing or maintaining any water supply wells or septic systems, except for irrigation purposes and as otherwise approved by City.

3. The CITY OF OPA-LOCKA shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers or users on the Property other than the infrastructure within easements granted to the CITY OF OPA-LOCKA in accordance with the CITY OF OPA-LOCKA's rules, regulations, policies and procedures.

4. Each customer of sewer service on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter.

5. Any temporary cessation or interruption of the furnishing of sewer service to

the Property at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the CITY OF OPA-LOCKA shall not constitute a breach of the provisions contained herein or impose liability upon the CITY OF OPA-LOCKA by Owner, its successors and assigns.

6. This Agreement shall be recorded by the CITY OF OPA-LOCKA among the public records of Miami-Dade County, Florida after approval by the CITY OF OPA-LOCKA's City Commission. When so recorded, owners and occupants of the Property connected to or to be connected to said sewer service systems of the CITY OF OPA-LOCKA shall be on notice of each and every one of the provisions of this Agreement, which shall have the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the Property connected to or to be connected to said sewer service systems of the CITY OF OPA-LOCKA shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

7. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail with return receipt requested, or other mail courier service, addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

FOR THE CITY OF OPA-LOCKA:

City of Opa-Locka
Sha'mecca Lawson
Interim City Manager
780 Fisherman Street
Opa-Locka, Florida 33054

and separate copy to:

Director of Public Works & Utilities
780 Fisherman Street
Opa-Locka, Florida 33054

City Attorney
Burnadette Norris-Week, Esq.
401 NW 7th Avenue

Fort Lauderdale, FL 33311

FOR OWNER:

135 STREET GP LLC
Opa Park LLC
Registered Agent
3250 Grand Ave
Suite 201
Miami, FL 33133

Andrew Herskowitz
3250 Grand Ave
Suite 201
Miami, FL 33133

Notice so addressed and sent by certified mail with return receipt requested or other mail service shall be deemed given when it is deposited with the mailing service unless otherwise provided herein.

8. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Miami-Dade County, Florida, with all recordation expenses, including the CITY OF OPA-LOCKA's costs for recording, to be paid by Owner.

9. That the execution of this Agreement by the CITY OF OPA-LOCKA shall not be construed as a precedent for the acceptance by the CITY OF OPA-LOCKA of other potable water, reclaimed water and/or wastewater facilities constructed or to be constructed by Owner or others, on other properties.

10. No substance other than Domestic Wastewater, as such term is defined by the Florida Department of Environmental Protection, or a successor agency with jurisdiction over same (the "FDEP"), shall be placed into the wastewater system and delivered to or through a CITY OF OPA-LOCKA line. Should any discharge to the wastewater system not meet Domestic Wastewater criteria as set forth by the FDEP, Owner, or any subsequent owner in interest, shall become subject to the CITY OF OPA-LOCKA and Miami-Dade County's Industrial Pretreatment Standards as said standards exist at that time, and a separate agreement shall be required for the CITY OF OPA-LOCKA to provide such service.

11. This Agreement is intended to supplement the rules, regulations, policies and procedures of the CITY OF OPA-LOCKA. This Agreement is not

intended to replace any provisions of, or relieve Owner of the obligation to comply fully with, all rules, regulations, policies and procedures of the CITY OF OPA-LOCKA. To the extent that any direct conflict arises between the terms of this Agreement and the term of any CITY OF OPA-LOCKA resolution or other CITY OF OPA-LOCKA policies and procedures, the other CITY OF OPA-LOCKA policies and procedures shall control over the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

City of Opa-Locka

ATTEST:

City Clerk

BY: _____
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
City Attorney

Signed, sealed and delivered

OWNER: OPA PARK LLC in the
presence of:

SIGNATURE

Witness

Print Name and Title below authorized representative:

Print Name

Witness

Print Name

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, as _____ for Opa Park LLC on behalf of the Owner. He/she is personally known to me or has produced _____ as identification.

Name typed: _____

Notary Public Commission _____

My Commission Expires: _____

Exhibit "A"

Provide Legal Description and small scale graphic depiction.

Exhibit B
Utilities Conveyance Checklist

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY REQUEST TO QUALIFY (RTQ) EVN0000005, WITH HADRONEX, INC. D/B/A SMARTCOVER SYSTEMS FOR THE PURCHASE OF AN EXTENDED SERVICE AGREEMENT FOR THE CITY'S THIRTEEN (13) SMARTCOVERS, FOR AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$26,702.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously purchased SmartCovers to monitor the City's collection system and provide remote notifications of impending sanitary sewer overflows (SSO's) or the opening of manhole covers to facilitate illegal dumping; and

WHEREAS, the City's SmartCovers are currently out of warranty and require specialized parts and calibration to keep them operational; and

WHEREAS, the Interim City Manager recommends the City Commission approve the procurement of an extended service agreement for the City's thirteen (13) SmartCovers at a cost of Twenty-Six Thousand Seven Hundred Two Dollars (\$26,702.00), pursuant to the Miami-Dade County RTQ EVN0000005 with Hadronex, Inc. dba/SmartCover Systems; and

WHEREAS, Miami-Dade County previously awarded a contract to various pre-qualified vendors, to purchase Process Control and Instrumentation Equipment, pursuant to its Request to Qualify EVN0000005, for a contract term commencing June 18, 2023 and ending on June 30, 2028; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Interim Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to enter into an agreement, attached hereto as Exhibit “A”, with Hadronex, Inc. d/b/a Smartcover Systems for an extended service agreement for the City’s thirteen (13) SmartCovers, for an amount not to exceed Twenty-Six Thousand, Seven Hundred Two Dollars (\$26,702.00).

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to enter into an agreement, attached hereto as Exhibit “A”, with Hadronex, Inc. d/b/a Smartcover Systems for an extended service agreement for the City’s thirteen (13) SmartCovers, for an amount not to exceed Twenty-Six Thousand, Seven Hundred Two Dollars (\$26,702.00).

SECTION 3. SCRIVENER'S ERRORS

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

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

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	07/09/2025		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
				X	X
Funding Source: Account# :86-5356308 Enterprise Fund	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:Piggyback		
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	Public Works Sewer Division	

Short Title:

A RESOLUTION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK MIAMI DADE COUNTY'S AGREEMENT WITH HADRONEX, INC. DBA SMARTCOVER SYSTEMS FOR THE PURCHASE OF EXTENDED SERVICE WARRANTIES FOR THIRTEEN SMARTCOVERS.

Staff Summary:

Issue / Recommendation: Our SmartCovers are currently out of warranty and require specialized parts and calibration to keep them operational. We are recommending the acquisition of an extended warranty.

Background: Several years ago, we were experiencing excessive sanitary sewer overflows SSO's and illegal dumping into our collection systems that was causing damage to our pump stations. The result was a continuous string of violations and consent agreements. With some research the city found and acquired

thirteen (13) SmartCovers to monitor our collection system and provide us with remote notifications of impending SSO's or the opening of manhole covers to facilitate illegal dumping, for those manholes equipped with these devices. This program was so effective that Miami-Dade County purchased similar units for their collection systems.

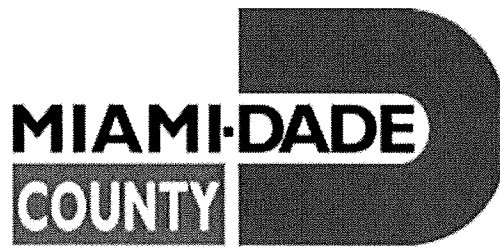
Financial Impact: This procurement will be funded through the Water Sewer CIP 86-536308.

Proposed Action:

Staff recommend the City Commission approve the procurement of an extended service agreement for our thirteen SmartCovers at a cost of \$26,702.00, based on the Miami-Dade County Bid NO. EVN0000005 from Hadronex, Inc. dba/SmartCover Systems.

Attachment:

Sale Quotation
Miami-Dade County Bid NO. EVN0000005



MIAMI-DADE COUNTY, FLORIDA

R E Q U E S T T O Q U A L I F Y
(R T Q)

Event Number: EVN0000005

Event Title: Process Control and Instrumentation (PCI) Equipment

Solicitation Contact: Name: Sherry Y. Crockett
Title: Procurement Contracting Officer 1
Department: Internal Services/Strategic Procurement Division
Email: sherry.crockett@miamidade.gov

Solicitation Contact: Name: Marcelo Cam
Title: Procurement Contracting Office 1
Department: Internal Services/Strategic Procurement Division
Email: marcelo.cam@miamidade.gov

Solicitation Contact: Name: Manuel Jimenez
Title: Procurement Contracting Manager
Department: Internal Services/Strategic Procurement Division
Email: manuel.jimenez@miamidade.gov

NOTICE TO ALL VENDORS:

To establish the pool of prequalified vendors, the County will accept electronic submittals through a secure mailbox at Integrated Financial Resources Management System (INFORMS) (<https://supplier.miamidade.gov>) until the end date and time indicated in this solicitation document. There is no cost to the vendor submitting a response to a Miami-Dade County solicitation via INFORMS. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. To offer a submittal through INFORMS, all information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the INFORMS Solicitation End Date.

To request information prior to the INFORMS Question & Answer End Date, use the question/answer feature provided within the solicitation by INFORMS at <https://supplier.miamidade.gov>. Material changes, if any, to the solicitation will only be transmitted by written addendum. (See Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site).

Vendors in the Pool will be invited to participate in future spot market competitions, as needed. The spot market competition may be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and applicable provisions. Spot market competitions may not be restricted to vendors in this Pool; however, vendors must have a complete Submittal to be awarded a contract pursuant to this Pool.

Vendors must anticipate the inclusion of Section 1 - General Terms and Conditions of Miami-Dade County Procurement Contracts in all contracts resulting from spot market competitions. These general terms and conditions are considered non-negotiable. All current and applicable terms and conditions pertaining to a resultant contract may be viewed online at the Miami-Dade County Strategic Procurement Division's webpage here:

<https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r22-1.pdf>

The below referenced Section 1 - General Terms and Conditions provisions **shall not** apply to federally funded projects:

- Article 1.2(H) Prompt Payment Terms
 - Article 1.11 Local Preference
 - Article 1.29 Office of the Inspector General (only the cost of the random audits, as specified)
 - Article 1.37 County User Access Program (UAP)
 - Article 1.45 Small Business Enterprise (SBE) Measures
 - Article 1.46 Local Certified Veteran's Business Enterprise Preference
 - Article 1.47 Application of Preferences
 - Article 1.49 First Source Hiring Referral Program (FSHRP)
-



Strategic Procurement Department Bid Submittal Form

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. EVN0000005		Solicitation Title: PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT	
Bidder's Legal Company Name (include d/b/a if applicable): 		Bidder's Federal Tax Identification Number: 	
If Corporation - Date Incorporated/Organized: 		State Incorporated/Organized: 	
Company Operating Address: 	City: 	State: 	Zip Code:
Company Contact Person: 	Email Address: 		
Phone Number: (include area code): 	Company's Internet Web Address: 		
Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of Bid submission. ☐ Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.			
Pursuant to Section 2-11.1 (c) and (d) of the Code of Miami-Dade County, please respond to the following questions posed. 1. ARE ANY <u>OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST</u> IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE(S)? ☐ YES or ☐ NO If Yes, attach the Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust. 2. ARE ANY <u>IMMEDIATE FAMILY MEMBERS</u> OF THE COMPANY'S OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE? ☐ YES or ☐ NO If Yes, attach the Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust. Note: The County reserves the right to request and evaluate additional information from any Bidder regarding Bidder's responsibility after the submission deadline, as the County deems necessary.			

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:

By executing this Bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this Solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this Solicitation, the Bidder shall execute the Bid through a duly authorized representative and shall **also initial** this space: _____. In this event, the Bidder shall furnish together with its Bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: _____*	Date: _____*
Representative's Name: _____*	Representative's Title: _____*

THE EXECUTION OF THIS FORM CONSTITUTES THE CONSENT OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS BID AND THE SOLICITATION. FAILURE TO SIGN WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS BID AND THE SOLICITATION.

Bidder's Authorized Representative's Signature: _____*	Date: _____*
Representative's Name: _____*	Representative's Title: _____*

SECTION 2

ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts and accessories under Group A; services to include OEM repairs, inspection, testing and calibration of PCI equipment under Group B; and installation of PCI equipment under Group C, for multiple Miami-Dade County (County) departments. Placement in the Pool is **not** a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

2.2 DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quote or proposal, at the time of need.

Submittal – Shall refer to all information, attachments and forms submitted in response to this RTQ.

Vendor – Shall refer to a business entity/individual responding to this RTQ.

Work Order Proposal Request (WOPR) – shall refer to a competitive process involving the solicitation of proposals, by the Internal Services Department Strategic Procurement Division, from the Pool for specific goods and/or services; and evaluated and awarded based on best value.

Original Equipment Manufacturer (OEM) – Shall refer to the manufacturer of Original Equipment and parts manufactured directly for or by this company.

'Equal To' - Shall refer to products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics to those specified in the contract

2.3 TERM

The Pool shall be established on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated by the Internal Services Department, Strategic Procurement Division. The Pool shall expire on the last day of the last month of the five (5) year term.

2.4 QUALIFICATION CRITERIA

Vendor shall meet the following criteria to be considered for placement in the Pool and for participation in future spot market solicitations for the following groups:

- A. Group A: PCI Equipment, Parts and Accessories
- B. Group B: PCI Services (Repair, Inspections, Testing, and Calibration of PCI Equipment)
- C. Group C: Installation of PCI Equipment

Vendor shall indicate the applicable group(s) it wishes to be prequalified for in its submission, and provide the following information for each applicable group as requested in Section 4, Submittal Form:

2.4.1 Qualification Requirements for All Groups

- 1) Vendor shall be regularly engaged in the business of providing OEM and/or 'Equal To' PCI equipment and/or PCI maintenance and/or installation services. Vendor(s) shall demonstrate experience pertaining to the sale of products and/or PCI services requested in this RTQ by providing three professional references in the Vendor's Submittal Form (see Section 4). In lieu of the references from the Vendor or Vendor's Subcontractor, the County will consider the references from Vendor's key personnel in accordance with Resolution No. 1122-21. ***A department of Miami-Dade County is an acceptable reference; however, the other two references shall be from customers other than Miami-Dade County. At least one reference shall be a commercial or government account.*** The references shall include the customer's company name and address; the name, title, email address, and telephone number of the contact person who can verify that the Vendor has successfully provided the products and/or services that the Vendor is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Vendor has sufficient experience and expertise in providing OEM and/or 'Equal To' PCI equipment and/or PCI maintenance and/or installation services. The County, at its sole discretion, may request additional information to assess Vendor responsibility:
- 2) Vendor shall provide a list of the firm's key personnel names, titles, phone numbers and email addresses, competent company representatives authorized to discuss matters pertaining to the offered products and services, who can provide manufacturing information, and who are cognizant of the industry and industry standards.
- 3) Vendor shall provide contact information to include name of contact, email address, phone number for Primary (required) and Secondary (required) staff within your company who will be responsible for coordination and execution of orders and deliveries.
- 4) Vendor shall provide current letters from the PCI manufacturers, on the manufacturer's letterhead, designating the vendor as:
 - i) the manufacturer, agent, dealer, representative or distributor of the OEM or approved 'Equal To' PCI equipment, parts and accessories proposed to the County under Group A; and/or
 - ii) a certified representative able to provide PCI services to include: repairs, inspections, testing and calibration for OEM or approved 'Equal To' PCI equipment under Group B; and/or
 - iii) a certified representative able to install OEM PCI units, parts and accessories proposed to the County under Group C.

Direct manufacturers shall provide manufacturer website and/or product catalog. The manufacturer letter shall be dated within six (6) months of the submittal and it shall be signed by an authorized manufacturer's representative. All manufacturer letters must indicate the vendors' ability to furnish PCI equipment, parts, and/or accessories; and/or maintenance services; and/or installation services, and in whole or in part to determine the qualifying Group(s).

2.4.2 Group A: PCI Equipment, Parts, and Accessories

Indicate the type of PCI Equipment to be supplied under Group A as identified in Section 3 of this solicitation; and provide the OEM name or 'Equal To' Brand of the PCI equipment, Vendor status, and any applicable discount being offered to the County. The Vendors shall list in their submittal forms, only those manufacturer's brands which they are authorized to supply as: a manufacturer, agent, dealer, representative or distributor of the PCI equipment manufacturer.

2.4.3 Group B: PCI Services (Repair, Inspections, Testing, and Calibration of PCI Equipment)

Indicate the type of PCI services, which include repair, inspections, testing, and calibration of PCI equipment to be provided under Group B as identified in Section 3 of this solicitation; and provide the OEM name or 'Equal To' Brand of the PCI equipment, and Vendor status related to the PCI services being offered to the County. Vendors shall list in their submittal forms, only those manufacturer's brands which they are authorized to provide PCI Services as a manufacturer, or as a certified representative of the PCI equipment manufacturer.

2.4.4 **Group C: Installation of PCI Equipment**

Affirm that the Vendor is a certified installer able to provide the Installation of PCI equipment, parts and accessories for the County under Group C as identified in Section 3 of this solicitation, Vendor shall also indicate the OEM name or 'Equal To' Brand of the PCI equipment, and Vendor status related to the PCI installation services being offered to the County. Vendors shall list in their submittal forms, only those manufacturer's brands which they are authorized to provide PCI Installation as a manufacturer, or as a certified representative of the PCI equipment manufacturer.

Vendor(s) shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of Vendors which will be included in the Pool. Vendor(s) will be placed in a Pre-Qualification Pool that may be accessed by various Miami-Dade County Departments on an as-needed when-needed basis. During the term of the RTQ, the County reserves the right to add or delete Vendors as it deems necessary, and in its best interest.

Note: Vendors shall comply with the qualifications outlined for each participating group. In the event an agent, dealer, representative or distributor of OEM products meets the qualifications for multiple groups, one letter may be submitted, however Vendor must outline the qualification criteria for each group requested.

2.5 **INSURANCE**

Insurance is **not** required in order to be prequalified under this RTQ.

2.6 **SPOT MARKET QUOTES**

Prequalified Vendors will be placed in the Pool on a "per group" basis, which will be accessed by the various County departments. Vendors in the Pool will be invited to participate in future spot market competition, as needed. User departments will invite Vendors that are prequalified for the group(s) containing the type of PCI equipment or services needed. The spot market competition will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable, such as:

- Small Business Enterprise (SBE) Measures
- Warranty Requirements
- Liquidated Damages/Living Wage
- Insurance Requirements

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Article 1.2(H) Prompt Payment Terms
- Article 1.11 Local Preference
- Article 1.29 Office of the Inspector General (*only the cost of the random audits, as specified*)
- Article 1.37 County User Access Program (UAP)
- Article 1.45 Small Business Enterprise (SBE) Measures
- Article 1.46 Local Certified Veteran's Business Enterprise Preference
- Article 1.47 Application of Preferences
- Article 1.49 First Source Hiring Referral Program (FSHRP)

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Vendors prequalified under this Pool shall be capable of supplying various types of OEM and/or 'Equal To' brand process control instrumentation (PCI) equipment, parts and accessories (Group A); providing services to include repairs, inspections, testing and calibration of PCI equipment (Group B); and/or providing installation services of PCI equipment for multiple County departments, on an "as needed basis". Details regarding the specific services and/or type of PCI equipment and/or OEM parts and accessories needed will be explained in the spot market solicitations issued by user departments.

Process Control Instrumentation Equipment (PCI) is defined as an individual or grouping of various devices used in an industrial environment in which manufacturing or production "processes" synchronically work together to communicate data or produce events automatically or as requested, in real-time, and with consistent results.

3.2 GOODS AND SERVICES TO BE PURCHASED

A. Group A: PCI Equipment, Parts and Accessories

Prequalified Vendors under Group A will be invited to respond to Spot Market quotations for the purchase of OEM and/or 'Equal To' brand process control and instrumentation (PCI) equipment, parts and accessories. The County utilizes various types of instrumentation, flow transfer, and control devices. The Vendor(s) subsequently awarded a contract may provide:

1) Instrumentation, Labware, Test, and Measurement Equipment

Includes devices used to test, analyze, control, calibrate, display, measure and record data. The major families within this category are analytical instruments, chromatography instruments, environmental instruments, lab and test equipment, multi-meters and electrical/electronic test meters, process controllers, product and material testers, panel meters, records and loggers, sample preparation and wet chemical analysis, separation devices, sensing and measurement instruments, spectrometers and analytical photometers, and water quality instruments.

2) Flow Transfer, Measure and Control Devices

To include: Flow tubes, open flumes and weirs, orifice plates, weights and scales and associated equipment and accessories such as controllers, sensors, detectors,, valves, positioners, transducers, conditioners, regulators, switches, manometers, and gages designed, engineered and used to monitor, measure, test, record, analyze, detect and/or display liquid and/or gas flow data.

a) Flow Measure Devices – Category includes: Acoustic, optic, electrical, electronic, electromagnetic, transit-time, pneumatic, electromechanical and mechanical.

b) Switches – Category includes: Pushbutton, rotary and toggle, DIP switches, keypads, multiple entry and key lock designs.

c) Flow Meters – Category includes: Gas flow meters and liquid flow meters

B. Group B: PCI Services (Repair, Inspections, Testing, and Calibration of PCI Equipment)

Prequalified Vendors under Group B will be invited to respond to Spot Market quotations for maintenance services to include repairs, inspections, testing and calibration of proposed manufactured equipment. The Vendor(s) subsequently awarded a contract may provide:

1) Maintenance, Repair and Training

The Vendor(s) prequalified under Group B shall be responsible for providing full service, factory authorized maintenance, repair and training (if required) for all equipment, devices and/or systems proposed under this solicitation. In addition, the Vendor shall be able to provide, on an as needed basis, factory authorized technicians to perform on-site work. Process control instruments, materials, and equipment shall be maintained in strict accordance with the manufacturer's recommendations as contained in the Operations and Maintenance manuals generally available from the OEM. For this reason, the County may determine that it needs an awarded Vendor to establish an ongoing on-site Maintenance Plan for services and products. In this event all awarded Vendors for the affected equipment will be invited to submit proposals for such services and products. The awarded Vendor shall provide a full maintenance schedule detailing the work to be performed, including schedules for calibration, and a preventative maintenance schedule for all instruments, controls and electrical systems in accordance with equipment manufacturer's recommended practices. The County reserves the right to negotiate prices, however, all terms and conditions outlined within this solicitation will apply to any and all ancillary work scopes authorized under this contract.

2) Regulatory Reporting Services

The Vendor shall prepare, sign, and be responsible for, as the authorized, certified, and licensed (OEM) service provider, all reports and forms required by any regulatory agency(ies). Complete and accurate records of all tests and results of such tests shall be maintained by the Vendor or manufacturer and provided to the authorized County representative.

3) Calibration Traceability

In the event the County requires a certificate of calibration, it shall be provided by the Vendor which must be traceable to the National Institute of Standards and Technology (NIST) or other recognized and approved standards to include, but is not limited to, the American National Standards Institute (ANSI), the American Association for Laboratory Accreditation (A2LA), and the International Engineering Consortium (IEC). Copies of the applicable documents shall be made available to the County upon request. It shall be the responsibility of all awarded Vendors to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that requires certificates of calibration during the term of the contract.

4) Equipment Failure

Should the County require on site services, the Vendor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Vendor result in equipment or system failure, the Vendor shall, within one (1) hour, inform the County authorized representative of the anticipated length of downtime. The Vendor shall make every effort to expedite repairs to minimize the downtime.

5) System Testing

Should the County require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Vendor and County staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Vendor for further evaluation.

C. Group C: Installation of PCI Equipment

Prequalified Vendors under Group C will be invited to participate in Spot Market quotations for installation services of various types of PCI equipment.

D. Manufacturers

The following is a representative listing of the manufacturers' equipment presently in use by the County. This list is neither exclusive nor complete. The County reserves the right to add or delete manufacturers as it deems necessary and in its best interest during the term of the contract(s) resulting from this solicitation.

ABB Instruments, Inc.	GE Druckjumo Process Controls	Perkin Elmer Instruments
Action Instrumentations	G. E. F. Anuclnetec	Prominent Fluid Controls
Actionpac	Greyline Instruments	Penny Giles
Allen-Bradley	Hach Company	Phoenix Contact
American Sigma	Foxboro Process Instruments	Precision Digital
Ametek	Honeywell Ineltec	Primary Flow Systems
Antx	IFM Electronics	Pulsat Process Measurements
Asahi USA	Innovative Technology	Rexa
Auma	Industrial Scientific	Rockwell
Ashcrof	Ineltec	Rodney Hunt
Bandicabr	Isco	Ronan
Badger Meter	Jameburg	Rosemount
Bailey-Fischer & Porter	Jacuzzi	Robrk
Beamex	JMS	RMI, Rocky Mountain Instruments
Bello Fram Systems	Kobold Instruments Inc.	Schischek Automation
Bentley Nevada	Krone (Mag Meter)	Seal Analytical
Best Power	Kurz	Semspoint Honeywell
Bernard Actuabrs	Leeds & Northup (BIF)	Sensotec Inc.
Beta	Lachat Instruments	Sensycom
BK Precision	Limitorque	Servomex
Capital Controls	Med Rep	Shimadzu Scientific Instruments
Cashco	Magnetrol	Siemens
Chessell	Masoneilan	Sola
Consilium Metritape	Mcdaniel	Sor
Detronics	Metso Automation	Square-D Square-D
Drager	MGD	Swagelok
Digital Control Corporation	Mighty Module	Teledyne
Dionex Corporation	MD West Instruments	Texas Analytical Controls
Eppendorf	MS Instruments	Transcoil
Eastech-Badger	Mill Tronics	Toshiba Instruments
Elsag-Bailey	Mission Communications	Thihedral
Edco	Moore Products	Engeeromg
Eurotherm	Neles Jamesbury	Transmation
Endress & Hauser	Omega	Turbo-Werks
Emerson	O.I. Analytical	United Electric
EMI Actuabrs	Orion	Universal Flow Monitors
Fairchild Industrial	Omron	Valek
Fairchild Industrial Products	Panalarm	Weschler
Fischer & Porter	Panametrics, Inc.	Worcestor
Fluid Components International	Powers Process Controls	Yellow Springs Instruments
Fluid Isolation Technology	Parker Hannifin	YSI (Xylem)
Future Health Concepts	Peabody Barnes	

3.3 SECURITY

Vendor's personnel working on-site at any County facility shall be full-time or contracted employees of the awarded Vendor and have photo identification prominently displayed at all times. The photo identification shall contain the employee's full name, the awarded Vendors' official logo or name, occupational license number, and a unique employee identification number.

3.4 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this solicitation shall be in accordance with all applicable governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA). It shall be the responsibility of the awarded Vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

It shall be the responsibility of all awarded Vendors to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the commodities during the term of any contract resulting from this solicitation.

3.5 MATERIAL SAFETY DATA SHEETS (MSDS)

The Vendor shall be responsible for having a current MSDS for any chemical that is brought onto any County facility or grounds for the purpose of providing services under the spot market quote (ref. OSHA Standard CRF 1910.1200). A copy of the MSDS shall be given to the County staff person prior to using the chemical. Removal and proper disposal of all material, including but not limited to oil, coolant, fluids and parts, shall be the responsibility of the Vendor.

3.6 ACCIDENT PREVENTION AND REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. All Vendors performing services under the spot market quote shall conform to all relevant Occupational Safety and Health Administration (OSHA), State, and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Vendor. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons, or when deemed necessary by the County project manager.

SECTION 4
SUBMITTAL FORM

VENDOR: _____

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL VENDORS		
Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements. Vendor shall indicate the applicable group(s) submission and provide the following information for each applicable group as requested in Section 4, Submittal Form: ☐ Group A: PCI Equipment, Parts and Accessories ☐ Group B: PCI Services (Repair, Inspections, Testing, and Calibration of PCI Equipment) ☐ Group C: Installation of PCI Equipment		
Reference Section	2.4.1 Qualification Requirements for All Groups	Copy Attached
2.4.1 (1)	Vendor shall be regularly engaged in the business of providing OEM and/or 'Equal To' PCI equipment and/or PCI maintenance and/or installation services. Vendor(s) shall demonstrate experience pertaining to the sale of products and/or PCI services requested in this RTQ by providing three professional references in the Vendor's Submittal Form (see Section 4). In lieu of the references from the Vendor or Vendor's Subcontractor, the County will consider the references from Vendor's key personnel in accordance with Resolution No. 1122-21. <i>A department of Miami-Dade County is an acceptable reference; however, the other two references shall be from customers other than Miami-Dade County. At least one reference shall be a commercial or government account.</i> The references shall include the customer's company name and address; the name, title, email address, and telephone number of the contact person who can verify that the Vendor has successfully provided the products and/or services that the Vendor is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Vendor has sufficient experience and expertise in providing OEM and/or 'Equal To' PCI equipment and/or PCI maintenance and/or installation services. The County, at its sole discretion, may request additional information to assess Vendor responsibility:: Reference No. 1: Reference Company Name: _____ Is reference for the Vendor a Subcontractor or key personnel?: _____ If Subcontractor, then identify the name of the Subcontractor: _____ If key personnel, then identify the name of the key personnel: _____ and make sure that company key personnel worked for is listed <u>above</u> as "Reference No. 1." Reference Company Address: _____ Reference Contact Name: _____ Title: _____ Telephone Number: _____ Email: _____ PCI Equipment and/or Type of Services Provided: _____ Check all PCI product types provided for referenced company: ___ Flow ___ Pressure ___ Concentration ___ Weight ___ Temperature ___ Level ___ Density ___ Other: _____	☐

	<u>Reference No. 2:</u> Reference Company Name: _____ Is reference for the Vendor a Subcontractor or key personnel?: _____ If Subcontractor, then identify the name of the Subcontractor: _____ If key personnel, then identify the name of the key personnel: _____ and make sure that company key personnel worked for is listed <u>above</u> as "Reference No. 2." Reference Company Address: _____ Reference Contact Name: _____ Title: _____ Telephone Number: _____ Email: _____ PCI Equipment and/or Type of Services Provided: _____ Check all PCI product types provided for referenced company: ___ Flow ___ Pressure ___ Concentration ___ Weight ___ Temperature ___ Level ___ Density ___ Other: _____ _____ <u>Reference No. 3:</u> Reference Company Name: _____ Is reference for the Vendor a Subcontractor or key personnel?: _____ If Subcontractor, then identify the name of the Subcontractor: _____ If key personnel, then identify the name of the key personnel: _____ and make sure that company key personnel worked for is listed <u>above</u> as "Reference No. 3." Reference Company Address: _____ Reference Contact Name: _____ Title: _____ Telephone Number: _____ Email: _____ PCI Equipment and/or Type of Services Provided: _____ Check all PCI product types provided for referenced company: ___ Flow ___ Pressure ___ Concentration ___ Weight ___ Temperature ___ Level ___ Density ___ Other: _____ _____	
2.4.1 (2)	Vendor shall provide a list of the firm's key personnel names, titles, phone numbers and email addresses, competent company representatives authorized to discuss matters pertaining to the offered products and services, who can provide manufacturing information, and who are cognizant of the industry and industry standards. <u>Key Personnel 1:</u> Name: _____ Title: _____ Phone Number: _____ Email: _____ <u>Key Personnel 2:</u> Name: _____ Title: _____ Phone Number: _____ Email: _____ <u>Key Personnel 3:</u> Name: _____ Title: _____ Phone Number: _____ Email: _____	☐

2.4.1 (3)	Vendor shall provide contact information to include name of contact, email address, phone number for Primary (required) and Secondary (required) staff within your company who will be responsible for coordination and execution of orders and deliveries. <u>Primary Contact:</u> Name: _____ Title: _____ Phone Number: _____ Email: _____ <u>Secondary Contact:</u> Name: _____ Title: _____ Phone Number: _____ Email: _____	☐
2.4.1 (4)	Vendor shall provide current letters from the PCI manufacturers, on the manufacturer's letterhead, designating the vendor as: i) the manufacturer, agent, dealer, representative or distributor of the OEM or approved 'Equal To' PCI equipment, parts and accessories proposed to the County under Group A; and/or ii) a certified representative able to provide PCI services to include: repairs, inspections, testing and calibration for OEM or approved 'Equal To' PCI equipment under Group B; and/or iii) a certified representative able to install OEM PCI units, parts and accessories proposed to the County under Group C. Direct manufacturers shall provide manufacturer website and/or product catalog. The manufacturer letter shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative. All manufacturer letters must indicate the vendors' ability to furnish PCI equipment, parts, and/or accessories; and/or maintenance services; and/or installation services, an in whole or in part to determine the qualifying Group(s).	☐
Reference Section	Requirements 2.4.2 Group A: PCI Equipment, Parts and Accessories	Copy Attached
2.4.2	Indicate the type of PCI Equipment to be supplied under Group A as identified in Section 3 of this solicitation; and provide the OEM name or 'Equal To' Brand of the PCI equipment, Vendor status, and any applicable discount being offered to the County. The Vendors shall list in their submittal forms, only those manufacturer's brands which they are authorized to supply as: a manufacturer, agent, dealer, representative or distributor of the PCI equipment manufacturer. (Check all that apply). <u>Brand No. 1:</u> OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ PCI Type: ___ Flow ___ Pressure ___ Concentration ___ Weight ___ Temperature ___ Level ___ Density ___ Other: _____ Discount Parts Discount _____ % Unit/Equipment Discount _____ % <u>Brand No. 2:</u> OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____	☐

	PCI Type: ___ Flow ___ Pressure ___ Concentration ___ Weight ___ Temperature ___ Level ___ Density ___ Other: _____ Discount Parts Discount _____ % Unit/Equipment Discount _____ % Brand No. 3: OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ PCI Type: ___ Flow ___ Pressure ___ Concentration ___ Weight ___ Temperature ___ Level ___ Density ___ Other: _____ Discount Parts Discount _____ % Unit/Equipment Discount _____ % <u>Note:</u> Additional copies of this form may be attached to your submittal when proposing on several brands	
Reference Section	Requirements 2.4.3 Group B: PCI Services (Repair, Inspections, Testing, and Calibration of PCI Equipment)	Copy Attached
2.4.3	Indicate the type of PCI services, which include repair, inspections, testing, and calibration of PCI equipment to be provided under Group B as identified in Section 3 of this solicitation; and provide the OEM name or 'Equal To' Brand of the PCI equipment, and Vendor status related to the PCI services being offered to the County. Vendors shall list in their submittal forms, only those manufacturer's brands which they are authorized to provide PCI Services as a manufacturer, or as a certified representative of the PCI equipment manufacturer. (Check all that apply). Brand No. 1: OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ Service Type: ___ Repair ___ Testing ___ Inspection ___ Calibration Brand No. 2: OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ Service Type: ___ Repair ___ Testing ___ Inspection ___ Calibration Brand No. 3: OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ Service Type: ___ Repair ___ Testing ___ Inspection ___ Calibration <u>Note:</u> Additional copies of this form may be attached to your submittal when proposing on several brands	☐

Reference Section	Requirements 2.4.4 Group C: Installation of PCI Equipment	Copy Attached
2.4.4	Affirm that the Vendor is a certified installer able to provide the Installation of PCI equipment, parts and accessories for the County under Group C as identified in Section 3 of this solicitation, Vendor shall also indicate the OEM name or 'Equal To' Brand of the PCI equipment, and Vendor status related to the PCI installation services being offered to the County. Vendors shall list in their submittal forms, only those manufacturer's brands which they are authorized to provide PCI Installation as a manufacturer, or as a certified representative of the PCI equipment manufacturer. (Check all that apply). <u>Brand No. 1:</u> OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ Service Type: ___ Certified Installer Affirmation <u>Brand No. 2:</u> OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ Service Type: ___ Certified Installer Affirmation <u>Brand No. 3:</u> OEM Name: _____ or 'Equal To' Brand Name: _____ Vendor Status: ___ Dealer / Distributor, or ___ Certified Representative/Service, or ___ OEM Manufacturer; Website: _____ Service Type: ___ Certified Installer Affirmation	☐

Note: Vendors shall comply with the qualifications outlined for each participating group. In the event an agent, dealer, representative or distributor of OEM products meets the qualifications for multiple groups, one letter may be submitted, however Vendor must outline the qualification criteria for each group requested.

SUBCONTRACTING FORM

Solicitation Number: EVN0000005

Vendor Name _____

FEIN # _____

Complete "A" or "B":

A. ☐ No subcontractors or direct suppliers will be utilized pursuant to this solicitation.

B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor /Subconsultant	Subcontractor / Subconsultant License (if applicable)
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

Signature of Vendor's Representative

Print Name

Print Title

Date

Miami-Dade County
Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Contract No. : Federal Employer
Identification Number (FEIN):

Contract Title:

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of

County of

Subscribed and sworn to (or affirmed) before me this

day of,

by

_____ He or she is personally known to me

or has produced identification

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

Memorandum



Date:

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Recommendation for Approval to Establish a Prequalification Pool for Process Control and Instrumentation (PCI) Equipment

Summary

This item is for the establishment of a prequalification pool for the purchase of Process Control and Instrumentation (PCI) equipment including sensors, transducers, controllers and analytical instrumentation which are used to monitor, analyze and control various processes in water and wastewater treatment. PCI equipment is also used to test, measure, identify, and analyze environmental contaminants and are essential in maintaining the accuracy, efficiency and performance of water and wastewater engineered systems. County departments rely on PCI equipment and services in their daily operations for the maintenance and repair of the water and wastewater treatment systems and existing water quality PCI equipment used to support environmental projects associated with the restoration of Biscayne Bay.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the establishment of a prequalification pool, *EVN0000005, Process Control and Instrumentation (PCI) Equipment* for multiple County departments with an allocation of \$34,389,000 for a five-year term. This pool will replace prequalification pool no. RTQ-00620, Process Control and Instrumentation (PCI) Equipment, which was established by the Board through Resolution No. R-591-18 for a five-year term. The pool was established with nine vendors, of which two were local and one was a certified Small Business Enterprise (SBE) firm. The pool currently has 23 vendors, of which six are local and one is a certified SBE firm. Prequalification pools expire at the end of the term unless extended by the Board prior to the expiration.

The Small Business Enterprise (SBE) measures and Local Preference will be applied at the time of spot market competition where permitted by funding source. Each spot market quote issued under this pool must be submitted to the Small Business Development Division (SBD) for review. To track pool expenditures by vendor, bidding under this and other prequalification pools will gradually be conducted and monitored in a single platform, INFORMS, which will allow staff to provide data reports to the Board, as requested.

Background

This pool will be used by Parks, Recreation and Open Spaces Department (PROS), Regulatory and Economic Resources Department (RER) and Water and Sewer Department (WASD) to meet their operational needs, including routine maintenance, and repairs of existing telemetry systems, purchase various equipment and accessories for air monitoring, water quality monitoring and pollution regulations. The pool includes three groups: i) Group A - original equipment manufacturer (OEM) and/or 'Equal To' brand process control and instrumentation (PCI) equipment, parts and accessories; ii) Group B - services to include repairs, inspections, testing and calibration of PCI equipment; and iii) Group C - installation services of PCI equipment for multiple County departments, on an as needed basis.

To ensure maximum opportunity for local and small businesses to participate in this solicitation and subsequent spot market competition thereunder, prior to advertisement, the scope of services was posted on the Internal Services Department's future solicitations website for two weeks. The solicitation was advertised on INFORMS with 74 notifications sent out, from which 14 su

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
9:32:25 AM, 1/25/2023
CLERK OF THE BOARD

notification and 13 responded, including one late response. This prequalification pool will remain advertised on the County's website to encourage additional participation.

Given the diverse nature of PCI equipment required by the user departments, it is in the best interest of the County to establish this pool of vendors, which includes both local and non-local vendors to continue to facilitate the maintenance and repair of the water and wastewater treatment systems and existing water quality PCI equipment in support of environmental projects associated with the restoration of Biscayne Bay.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$34,389,000. The current pool, RTQ-00620, has a cumulative allocation of \$22,690,917 for a five-year term and expires on June 17, 2023. The allocation under the replacement pool is higher than the allocation under the current pool based on the departments' anticipated operational needs for pool's term.

Department	Allocation	Funding Source	Contract Manager
PROS	\$125,000	General Fund	Fernando L. Robreño
RER	\$6,221,000	Proprietary Funds/ FDEP Grant Funding	Joel Arango, Jr.
WASD	\$28,043,000	Proprietary Funds	Susan Pascul
Total:	\$34,389,000		

Track Record/Monitor

Manuel Jimenez of the Strategic Procurement Department is the Procurement Contracting Manager.

Delegated Authority

Upon approval of this item, a pool of prequalified vendors will be established to participate in spot market competitions. The County Mayor or the County Mayor's designee will have the authority to solicit pricing and award contracts up to an aggregate amount of the allocation authorized by the Board. The County Mayor or the County Mayor's designee will also have the authority to (a) exercise all provisions of the solicitation documents and any resulting contracts pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38 and (b) add vendors to the pool at any time, subject to ratification by the Board on a bi-annual basis.

Vendors Prequalified for Pool

A Request to Qualify was issued and 13 vendors responded to the solicitation, which included a late response, and nine are being recommended for inclusion in the pool as set forth in the table below, of which three have local addresses and none are certified SBE firms.

Pursuant to Resolution No. R-477-18, fewer than 75 percent of vendors recommended are local due to a small number of local firms submitting responses and the limited availability of local vendors providing PCI equipment and services. Outreach will be conducted to encourage additional participation by local qualified vendors. After the establishment of the pool, additional qualified vendors may be added to the pool at any time during the term, subject to bi-annual ratification by the Board. There were no adverse findings relating to vendor responsibility.

Vendor	Principal Address	Local Address	Principal	Prequalified Group(s)
Accutech Instrumentation, Inc.	2108 Crown View Drive Charlotte, NC	None	Hans Van Der Meulen	A & B
Conde Process Control, LLC	14609 SW 153 Place Miami, FL	14609 SW 153 Place Miami, FL	Laurent Conde	A, B & C
DMT Instruments, LLC	815 N McGowan Avenue Crystal River, FL	None	David Morrissey	A & B
Fluid Control Specialties, LLC	111 Maritime Drive Sanford, FL	None	Robert Whritenour	A, B & C
Hach Company	5600 Lindergh Drive Loveland, CO	None	Gonzales Hermes	A & B
Hadronex, Inc./dba/Smart Cover Systems	2110 Enterprise Street Escondido, CA	None	Corey Williams	A, B & C
Nova Water and Sewer Supplies, Inc.	2401 Drane Field Road Lakeland, FL	4680 NW 74 Avenue Miami, FL	Robert Watson	A, B & C
PSI Technologies, Inc.	151 Nob Hill Road Suite 293 Plantation, FL	None	Eric Doversplike	A
TriNova, Inc.	5409 NW 74 Avenue Miami, FL	Same	Vicente Bolinches	A, B & C

Vendors Not Prequalified for Pool

The vendors in the below table are not being recommended for prequalification. However, the Strategic Procurement Department is providing guidance to these vendors so they can provide the required information and documentation. Upon submission of the required documents and/or verification of information, the vendors may be added to the pool.

Vendor	Local Address	Reason for Not Recommending
Gilson Engineering Sales of Florida, Inc.	No	Vendors did not submit the required documents to satisfy the prequalification criteria. Upon submission and verification of the required documents, the vendors may be added to the pool.
Lewis and Associates, Inc.	No	
Pro-Co, Inc.	No	
Quinn Associates Group, Inc.	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. The review revealed that one vendor, Hach Company, had Occupational Safety and Health Administration (OSHA) complaints. None of the complaints adversely impact the vendor's responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement pool reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user departments. The scope of services was updated to include additional manufacturers' equipment.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- Each spot market quote issued under this solicitation must be submitted to SBD for review.
- Local Preference will be applied at the time of spot market competition, where permitted by the funding source.
- The Living Wage applies to Group B as the services are covered under the Ordinance.



Jimmy Morales
Chief Operations Officer

ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION
Updated: June 4, 2025

CONTRACT ADMINISTRATOR: Sherry Y. Crockett, sherry.crockett@miamidade.gov, 305.375.4693

I. OVERVIEW:

This Request to Qualify (RTQ) will be used to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts, and accessories under Group A; services to include OEM repairs, inspection, testing and calibration of PCI equipment under Group B; and installation of PCI equipment under Group C, for multiple Miami-Dade County departments. Supplier/Vendor submittals are accepted throughout the term of the RTQ for placement in such Pool.

II. TERM

The term of the Pool is sixty (60) months from June 18, 2023 through June 30, 2028. The Pool shall remain open for the term of the RTQ, enabling Vendors to be pre-qualified at any time during the term.

User Departments: *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*

III. PREQUALIFIED VENDORS:

The following vendors have been pre-qualified to provide process control and instrumentation equipment, parts, and accessories which includes repair services, inspection, testing and calibration of equipment and installation services for the *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*.

Vendor Name	Address	Contact	Email	Phone	Groups
Accutech Instrumentation, Inc.	6500 Bowden Road Suite 304 Jacksonville, FL 32216	Enrique J. Rueda	enrique@accutech.net	305.331.5683	A & B
Avanti Company, Inc.	22 S Lake Avenue Avon Park, FL 33825	Luis Hernandez	lhernandez@avanticompany.com	305.970.9175	A & B
AWC, Inc.	6655 Exchequer Road Baton Rouge, LA 70809	Jim Davis	Jim.davis@awc-inc.com	561.777.0303	A, B & C
Beamex, Inc.	2152 NW Parkway SE Suite A Marietta, GA 30057	Lance Cobb	Lance.cobb@beamex.com	770.951.1927	A & B
CL2 Solutions, LLC	2020 Heartland Circle Valrico, FL 33594	Jason Erskine	jason@cl2solutions.com	813.629.2720	A, B & C
Conde Process Control, LLC	14609 SW 153 rd Place Miami, FL 33196	Laurent Conde	laurent@condeprocess.com	305.219.6816	A, B and C
Corcel Corp	2461 NW 23 rd Street Miami, FL 33142	Ray Corona	sales@corcelcorp.com	305.636.1880	A
Core & Main LP	18701 SW 108 th Avenue Miami, FL 33157	Steven Vargas	Steven.vargas@coreandmain.com	305.972.4665	A
DMT Instruments, LLC	815 N McGowan Avenue Crystal, FL 34429	David Morrissey	sales@dmtinstruments.com	407.488.4598	A & B

ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION
Updated: June 4, 2025

Vendor Name	Address	Contact	Email	Phone	Groups
Fluid Control Specialties, LLC	111 Maritime Drive Sanford, FL 32771	Robert Whritenour	rwhritenour@fc-spec.com	407.579.5000	A, B and C
Gilson Engineering Sales of Florida, Inc.	1038 NE 35 th Avenue Homestead, FL 33033	Luis Aristeiguieta	la@gilsoneng.com	305.916.0590	A & B
Hach Company	5600 Lindberg Drive Loveland, CO 80538	Glenn Machado	gmachado@hach.com	970.214.9094	A & B
Hadronex, Inc./dba/SmartCover Systems	2110 Enterprise Street Escondido, CA 92029	Maureen C. Fox	mfox@smartcoversystems.com	855.291.1980 Ext 211	A, B and C
Hydraulic Sales & Service, Inc.	3700 NW South River Dr Miami, FL 33142	Stephen Butt	sbutt@hydraulicsales.com	305.633.4677	A
Idexx Distribution, Inc.	One Idexx Drive Westbrook, ME 04092	Christina Lee	Christinia-lee@idexx.com	207.544.0983	A
In-Situ, Inc.	221 E. Lincoln Avenue Fort Collins, CO 80524	Holly Eschenburg Jason Evans	heschenburg@in-situ.com jevans@in-situ.com	813.546.8376 970.498.1587	A, B and C
Lewis & Associates, Inc.	PO Box 16518 Tampa, FL 33687	Nancy Cobb	ncobb@la-fl.com	813.986.8450	A & B
Maintenance Services 360 LLC	5151 NW 159 th Street, Suite f Miami, Florida 33014	John Bowen	johnb@mainserv360.com	305.878.6842	A
Nova Water and Sewer Supplies, LLC	5409 NW 74 th Avenue Miami, FL 33166	Vincent Bolinches	vbolinch@novawaterweb.com	305.900.3909	A, B and C
PRO-CO, Inc.	910 Belle Avenue Suite 1000 Winter Springs, FL 32708	Bill Grabe	bgrabe@aol.com	407.830.6969	A & B
PS Analytical, Inc.	1761 W. Hillsboro Blvd Suite 404 Deerfield Beach, FL 33442	Yasmin Vaeli	yv@psanalytical.com	954.429.1577	A, B and C
PSI Technologies, Inc.	3520 Investment Lane Unit 3 Riviera Beach, FL 33404	Brian Gretzinger	brian@psi-techinc.com	305.998.1371	A
Quality Environmental Containers, Inc.	607 Industrial Park Road Beaver, WI 25813	Shannon Brehm	sbrehm@qecusa.com	800.255.3950	A
Quinn Associates Group, Inc.	309 N. Howard Avenue Tampa, FL 33606	Paul Quinn	paul@quinnassociates.com	813.254.5211	A
Relevant Industrial LLC	2010 McAllister Road Houston, TX 77092	Wendie Park	Wendie.park@rawsonlp.com	678.372.2859	A & B
Scientific Specialties Service, Inc.	7201 Standard Drive Hanover, Maryland 21093	Mike McCullough	michael@scispec.net	443.561.2227	A
Seal Analytical, Inc.	6501 W. Donges Bay Road Mequon, WI 53092	Theresa Masters	sales@seal-us.com	262.241.7900	A, B and C

ROADMAP

BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: June 4, 2025

Vendor Name	Address	Contact	Email	Phone	Groups
Swan Analytical USA, Inc.	390 Holbrook Drive Wheeling, IL 60090	Shaun Sharrett David Shehee	Shaun.sharrett@swan-analytical-usa.com David.shehee@swan-analytical0usa.com	847.229.1290 803.335.8491	A, B and C
Teledyne Instruments, Inc./dba/Teledyne API	9970 Carrol Canyon Road San Diego, CA 92131	Joel Bloom	Api-sales@teledyne.com	858.657.9800	A
TriNova, Inc.	4485 Laughlin Drive S Mobile, AL 36693	Mainara Costa	Mainara.costa@trinovainc.com	863.682.4500 Ext 1086	A, B and C
YSI, Inc.	1725 Brannum Lane Yellow Springs, OH 45385	Andrew Crowder	Andrew.crowder@xylem.com	786.679.5791	A, B and C

IV. MANUFACTURERS LIST

Refer to Roadmap Attachment

V SPOT MARKET QUOTE PROCEDURES

Prior to advertisement

Prior to advertising an ITQ or WOPR, Departments are reminded that:

- Ensure you are using the latest ITQ template: <https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf>
- Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.
- Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (Maxine Lodenquai, Maxine.Lodenquai@miamidade.gov) for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.
- All ITQs and WOPRs must be submitted to the Small Business Division of the Internal Services Department (Laurie Johnson, Laurie.Johnson@miamidade.gov) for Small Business Enterprise measures and wage requirements prior to issuing the ITQ/WOPR. The measures and wage requirements provided by Small Business must be included in your ITQ/WOPR.
- All ITQs must be posted to the Cone of Silence Log located here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>

Prior to award recommendation

Prior to making an award, Departments are reminded that:

- Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds \$250,000. The Collusion Affidavit shall list all vendors that participated in the process.
- Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at <http://intra.miamidade.gov/procurement/vendor-compliance.asp>. Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)
- Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages and return a copy to Risk Management.

At Award Recommendation

- Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>.

ROADMAP

BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: June 4, 2025

- In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ____ department, recommends award of this quote to: _____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)
- When the award value exceeds \$25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.

ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION
Updated: June 4, 2025

EVENT LOG

NO.	DATE ISSUED	DESCRIPTION	Officer
21	06/04/2025	Pro-Co, Inc. has added an additional manufacturer, Sulfilogger. See roadmap attachment	Sherry Y. Crockett
20	05/06/2025	Relevant Industrial LLC has been added to the pool of vendors. See roadmap attachment.	Sherry Y. Crockett
19	05/01/2025	CL2 Solutions, LLC has added an additional manufacturer, Av-Tek. See roadmap attachment.	Sherry Y. Crockett
18	04/11/2025	Maintenance Services 360 LLC has been added to the pool of vendors. See roadmap attachment.	Sherry Y. Crockett
17	03/06/2025	Quality Environmental Containers, Inc. has been added to the pool of vendors. See roadmap attachment.	Sherry Y. Crockett
16	01/24/2025	Scientific Specialties Service, Inc. has been added to the pool of vendors. See roadmap attachment.	Sherry Y. Crockett
15	08/06/2024	CL2 Solutions, LLC has added an additional manufacturer, OleumTech. See roadmap attachment.	Sherry Y. Crockett
14	07/31/2024	Added Idexx Distribution, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
13	04/17/2024	Added YSI, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
12	03/01/2024	Quinn Associates Group Inc. is no longer authorized to sell Greyline Instruments or Pulsar Measurement per letter from Manufacturer.	Sherry Y. Crockett
11	02/26/2024	Added Swan Analytical USA, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
10	10/06/2023	Added Core & Main LP to the pool. See roadmap attachment.	Sherry Y. Crockett
9	09/18/2023	Added vendor Avanti Company, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
8	09/13/2023	Adding vendors Seal Analytical, Inc. and Teledyne Instruments, Inc./dba/Teledyne API to the pool. See roadmap attachment.	Sherry Y. Crockett
7	09/06/2023	Added vendors In-Situ, Inc. and PS Analytical, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
6	08/10/2023	Added vendor Beamex, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
5	07/18/2023	Added vendor Hydraulic Sales & Service, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
4	07/07/2023	Added Corcel Corp to pool. AWC, Inc. added additional manufacturers. See roadmap attachment.	Sherry Y. Crockett
3	06/30/2023	Added vendors AWC, Inc. and Gilson Engineering Sales of South Florida, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett
2	06/23/2023	Conde Process Control, LLC has added an additional manufacturer Schneider Electric. See roadmap attachment.	Sherry Y. Crockett



ROADMAP

BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: June 4, 2025

NO.	DATE ISSUED	DESCRIPTION	Officer
1	06/22/2023	Added vendors CL2 Solutions, LLC, Lewis & Associates, Inc., Pro-Co, Inc., and Quinn Associates Group, Inc. to the pool. See roadmap attachment.	Sherry Y. Crockett



Budget Quote

1 Year Renewal 2025-2026

Hadronex, Inc. DBA SmartCover Systems 2110 Enterprise Street Escondido, CA 92029 USA P: 760-291-1980 F: 760-291-1982	Due Date	Period Covered	Quote Number
	12/31/2025	01/01/2026-12/31/2026	00003621
	Remit PO to orders@smartcoversystems.com or return this quote signed with PO number. Scan of PO is preferred.		

Bill To:	Ship To:	Date	06/04/2025
City of Opa-Locka 780 FISHERMAN ST., 4th FLOOR OPA-LOCKA, FL 33054, USA	City of Opa-Locka Public Works Dept. 12950 Lejeune Road OPA-LOCKA, FL 33054, USA		

#	Product	Description	Qty	Mo	Rate	Total
1	ASM-RD-1R	Renewal: SmartRain™ - Rain data service. Provides continued rain data per site 1 year rate 01/01/2026 - 12/31/2026 6128 SmartRain 1 6129 SmartRain 2	2	12	\$117.00	\$234.00
2	ASM-SC1R	Renewal: SmartLevel – REQUIRED for system to function. 1 Year rate. 01/01/2026 - 12/31/2026 8056 PS 2 8054 PS 11-B 9142 Lift Station #3 8148 PS 11C Dry Pit 6126 PS 8 8057 PS 11-A 6124 PS 4 8055 PS 7 9143 Lift Station #5 9141 Lift Station #10 6127 PS 6 8147 PS 11C Wet Well 6125 PS 9	13	12	\$430.00	\$5,590.00
3	EW-SC1R	Renewal: System Warranty- Covers all systems parts except PowerPack- PARTS ONLY. 1 year rate. 01/01/2026 - 12/31/2026 8056 PS 2 8054 PS 11-B 9142 Lift Station #3 8148 PS 11C Dry Pit 6126 PS 8 8057 PS 11-A 6124 PS 4 8055 PS 7 9143 Lift Station #5 9141 Lift Station #10 6127 PS 6 8147 PS 11C Wet Well	13	12	\$488.00	\$6,344.00



Budget Quote

1 Year Renewal 2025-2026

		6125 PS 9				
4	PW-5C1R	Renewal: Power Warranty: PARTS ONLY. 1 year rate. 01/01/2026 - 12/31/2026 8056 PS 2 8054 PS 11-B 9142 Lift Station #3 8148 PS 11C Dry Pit 6126 PS 8 8057 PS 11-A 6124 PS 4 8055 PS 7 9143 Lift Station #5 9141 Lift Station #10 6127 PS 6 8147 PS 11C Wet Well 6125 PS 9	13	12	\$243.00	\$3,159.00
5	Extended Warranty Labor	Labor services for onsite visits during coverage period. Level,FLOE, Vault. SmartCare. 01/01/2026 - 12/31/2026 8056 PS 2 8054 PS 11-B 9142 Lift Station #3 8148 PS 11C Dry Pit 6126 PS 8 8057 PS 11-A 6124 PS 4 8055 PS 7 9143 Lift Station #5 9141 Lift Station #10 6127 PS 6 8147 PS 11C Wet Well 6125 PS 9	13	12	\$875.00	\$11,375.00



Budget Quote

1 Year Renewal 2025-2026

Terms and Conditions for this transaction:

1. Payment: Net 30 days
2. All pricing subject to change.
3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
5. Customer is responsible for paying the appropriate taxes due at time of invoice.
6. SmartCover is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

SmartCover is an advisory service only. As such, SmartCover is not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover system.

Signature for Approval _____

P.O. No.

We appreciate your business!

Subtotal	\$26,702.00
Tax	\$0.00
Total	\$26,702.00

**CITY OF OPA-LOCKA AGREEMENT FOR EXTENDED SERVICE FOR
THE CITY'S SMARTCOVERS SERVICES**

**Piggyback Miami-Dade County Request to Qualify (RFP) #EVN0000005
for Process Control and Instrumentation Equipment**

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the Miami-Dade County and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and Hadronex, Inc. d/b/a Smartcover Systems whose address is 2110 Enterprise Street, Escondido, CA 92029 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide an Extended Service Agreement for the City's SmartCovers (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County and the Contractor, as set forth in the Miami-Dade County Request to Qualify #EVN0000005 for Process Control and Instrumentation Equipment (the RFP"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through June 30, 2028, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with an Extended Service Agreement for the City's SmartCovers in accordance with the City's

requirements as set forth herein, the Miami Dade County Request to Qualify (RTQ) #EVN0000005 for Process Control and Instrumentation Equipment and the Miami Dade County Contractor's Bid Proposal accepted by Miami-Dade County dated on or about March 7, 2023, pursuant to Miami Dade-County Resolution R-192-23 (collectively the "Miami-Dade County Agreement"), attached hereto and incorporated herein as Composite Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. Contractor's proposal accepted by City shall also be incorporated hereto as Exhibit "B". In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Miami-Dade County Agreement and the Contractor's accepted proposal for said work.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Airia Austin as Public Works Division, shall be the City Representative and may be reached at (305) 953-2868 Ext. 1450.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the Miami-Dade County with regard to any and all provisions of the Miami-Dade County Agreement, the RFP, and the Contractor's bid, including by example and not limitation,

with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Hadronex, Inc. d/b/a Smartcover Systems
Maureen C. Fox
2110 Enterprise Street
Escondido, CA 92029

Copy To: REGISTERED AGENT SOLUTIONS, INC
Hadronex, Inc. d/b/a Smartcover Systems
Registered Agent
2894 Remington Green Ln Suite A
Tallahassee, FL 32308

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: **City of Opa-Locka**

By: _____
Sha'mecca Lawson, Interim City Manager

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF OPA-LOCKA
ONLY:**

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
Hadronex, Inc. d/b/a Smartcover Systems

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

EXHIBIT “A”

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM FLOTECH ENVIRONMENTAL, LLC FOR STORMWATER DRAINAGE SYSTEM CLEANING, CCTV EVALUATION AND REPAIR SERVICES, PURSUANT TO RFP NO. 24-1025200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLOTECH ENVIRONMENTAL, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENORS ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) 24-1025200 for Drainage Cleaning and CCTV Inspection Services; and

WHEREAS, three (3) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on October 2, 2024; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Flotech Environmental, LLC. and EnviroWaste Group as the most responsive responsible bidders. However, it was determined that the proposal of EnviroWaste Group was nonresponsive to the RFP because the company did not respond to all services required by the RFP; and

WHEREAS, the Interim City Manager therefore recommends Flotech Environmental, LLC. and further requests authority to enter into an agreement with said company for a three-year term with two one-year renewal options in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) annually. It is estimated that Fifty Thousand (\$50,000.00) will be required for the remainder of the current fiscal year; and

WHEREAS, the City Commission finds that acceptance of the proposal from Flotech Environmental, LLC's 's for the provision of needed Stormwater Drainage System Cleaning, CCTV Evaluation and Repair Services and further entering into an agreement with said company 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 Flotech Environmental, LLC, relating to Request for Proposals (RFP) 24-1025200, for Stormwater Drainage System Cleaning, CCTV Evaluation and Repair Services, and further authorizes the Interim City Manager to enter into an agreement, attached

Resolution No. 25-
hereto as composite Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent 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**

Department Director:	Airia Austin		Department Director Signature:		
Interim City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	07/09/2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: Account# : 43-538340	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No 	RFP/RFQ/Bid#: Piggyback		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No 	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	Public Works Sewer Division	

Short Title:

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO MODIFY THE RECOMMENDATION OF THE REQUEST FOR PROPOSAL SELECTION BOARD AND ENTER INTO AN AGREEMENT WITH FLOTECH ENVIRONMENTAL, LLC FOR DRAINAGE SYSTEM CLEANING CCTV INSPECTION AND REPAIRS PURSUANT TO RFP NO. 24-1025200.

Staff Summary:

Issue / Recommendation: The City requires cleaning and repair services for the City's storm drainage system. Staff recommends that the contract should be awarded to Flotech Environmental, LLC.

History: Due to a history of limited finances, the City's storm drainage system hasn't received an appropriate level of maintenance for many years, resulting in the effectiveness of the system in removing water from the

City in major storm event being degraded. The movement of the Stormwater Fee from the utility bill to the property tax bill has substantially improved the financial health of the Stormwater Operating Fund, providing the resources to undertake a major drainage system maintenance program. The need for this program has been further exacerbated by the Florida Department of Environmental Protection having placed the City on notice that action is required to ensure compliance with the State Municipal Separate Storm Sewer System (MS4) program.

Current Activity: A Request for Proposals (RFP) 24-1025200 was published on September 18, 2024, for services for Stormwater Drainage System Cleaning, CCTV Evaluation and Repairs. Three (3) companies submitted proposal documents, which were certified by the City Clerk on October 25, 2024.

A Selection Board of City employees was convened to review the bidder proposals and evaluate each firm's proposal. The Selection Board scored the bidders on a maximum of 100 points based on the following criteria:

1. Firm Experience and Qualifications
2. Price Proposal
3. Resources and Approach
4. References

To assess the potential costs associated with the bids, staff developed a list of 214 project services with a hypothetical quantity of usage for each service. When the bids were received, one bidder had extremely high costs, resulting in that bid being evaluated as being non-competitive. The other two bidders were Flotech Environmental, LLC and EnviroWaste Group. Flotech provided quotes for all 214 services as requested in the RFP. However, EnviroWaste provided quotes for only 158 of the services, making a comparison of the aggregate costs associated with the two bids meaningless since one of the two bidders had only provided quotes for 73.8% of the requested project services.

In the absence of meaningful aggregate cost for evaluation purposes, the Selection Board looked to the other selection criteria as the basis of making a determination as to which bidder best met the needs of the City. After further deliberation, the Selection Board decided to recommend that both bidders be awarded contracts to provide redundancy in moving this project forward.

However, in preparing the Financial Impact for this Agenda item, staff did an analysis of the 158 project services for which both firms had submitted quotes and determined that Flotech was 21.2% less expensive than EnviroWaste. In view of this very substantial cost differential and in view that EnviroWaste may not be able to provide all necessary services as indicated by their failure to provide quotes for 56 project services, it is recommended that the recommendation of the RFP Selection Board not be accepted and that Flotech Environmental, LLC be the sole recipient of the contract for these services.

Flotech Environmental, LLC, established in 2012 and based in Miami Springs, Florida, is an environmental contractor specializing in cleaning, maintenance, and repair services for critical infrastructure, including wastewater conveyance systems and underground utilities. Their clients encompass municipalities, contractors, property managers, homeowner associations, and engineering firms. The company employs minimally invasive, cost-effective trenchless methods to ensure sustainable solutions with minimal disruption to community services.

EnviroWaste was unresponsive to the bid solicitation, therefore it is the recommendation to award Flotech Environmental, LLC as the most responsive bidder.

Financial Impact: This will be a multi-year project with an annual cost of approximately \$350,000. The Adopted FY 25 Budget includes \$350,000 in Stormwater Other Contract Services (43-538340) for these services. However, with a limited amount of time remaining for FY 25 after an agreement is finalized, it is estimated that \$50,000 will be spent for the remainder of this fiscal year. The proposed FY 26 Budget will include a recommended amount of \$350,000 for this service. This agreement will be presented to the Commission again in September for approval to spend the amount ultimately approved in the FY 26 Budget. It is proposed that this will be a three-year contract with two one-year renewal options.

Proposed Action:

Staff recommends the City Commission's approval.

Attachment:

Agenda

Flotech Environmental LLC Catalog



Tab-7

Pricing of Services

PRICE SCHEDULE/ COST PROPOSAL SHEET

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
General Conditions					
1.	Mobilization (emergency jobsites only)	8	EA	\$ <u>9,900.00</u>	\$ <u>79,200.00</u>
2.	Out of Scope Work, Foreman	40	HR	\$ <u>88.00</u>	\$ <u>3,520.00</u>
3.	Out of Scope Work, Laborer	40	HR	\$ <u>66.00</u>	\$ <u>2,640.00</u>
Traffic Control					
4.	Traffic Control Major Street (emergency jobsites only)	8	EA	\$ <u>1,650.00</u>	\$ <u>13,200.00</u>
5.	Traffic Control Minor Street (emergency jobsites only)	8	EA	\$ <u>1,320.00</u>	\$ <u>10,560.00</u>
6.	Mobile Electronic Detour Signs (emergency jobsites)	6	EA	\$ <u>1,320.00</u>	\$ <u>7,920.00</u>
Location & Hydro-excavation					
7.	Sonar Location (includes flagging and paint)	10	LF	\$ <u>550.00</u>	\$ <u>5,500.00</u>
8.	Hydro-Excavation (Complete)	16	HR	\$ <u>412.50</u>	\$ <u>6,600.00</u>
Hydro-Jet Storm Drain Cleaning (less than 50% full)					
9.	12" Pipe - Clean less than 50% full	100	LF	\$ <u>4.20</u>	\$ <u>420.00</u>
10.	15" Pipe - Clean less than 50% full	100	LF	\$ <u>6.30</u>	\$ <u>630.00</u>
11.	18" Pipe - Clean less than 50% full	600	LF	\$ <u>12.60</u>	\$ <u>7,560.00</u>
12.	21" Pipe - Clean less than 50% full	100	LF	\$ <u>12.60</u>	\$ <u>1,260.00</u>
13.	24" Pipe - Clean less than 50% full	300	LF	\$ <u>13.65</u>	\$ <u>4,095.00</u>

14.	30" Pipe - Clean less than 50% full	300	LF	\$ <u>14.70</u>	\$ <u>4,410.00</u>
15.	36" Pipe - Clean less than 50% full	300	LF	\$ <u>15.75</u>	\$ <u>4,725.00</u>
16.	42" Pipe - Clean less than 50% full	300	LF	\$ <u>18.90</u>	\$ <u>5,670.00</u>
17.	48" Pipe - Clean less than 50% full	300	LF	\$ <u>42.00</u>	\$ <u>12,600.00</u>
18.	54" Pipe - Clean less than 50% full	300	LF	\$ <u>42.00</u>	\$ <u>12,600.00</u>
19.	60" Pipe - Clean less than 50% full	300	LF	\$ <u>64.05</u>	\$ <u>19,215.00</u>
20.	66" Pipe - Clean less than 50% full	300	LF	\$ <u>68.25</u>	\$ <u>20,475.00</u>

PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
21.	72" Pipe - Clean less than 50% full	200	LF	\$ <u>78.75</u>	\$ <u>15,750.00</u> —
22.	78" Pipe -Clean less than 50% full	200	LF	\$ <u>47.25</u>	\$ <u>9,450.00</u> —
23.	84" Pipe - Clean less than 50% full	200	LF	\$ <u>47.25</u>	\$ <u>9,450.00</u> —
24.	90" Pipe - Clean less than 50% full	200	LF	\$ <u>42.00</u>	\$ <u>8,400.00</u> —
25.	96" Pipe - Clean less than 50% full	200	LF	\$ <u>42.00</u>	\$ <u>8,400.00</u> —
Hydro Jet Storm Drain Cleaning (50% full or greater)					
26.	12" Pipe - Clean 50% full or greater	100	LF	\$ <u>8.40</u>	\$ <u>840.00</u> —
27.	15" Pipe - Clean 50% full or greater	100	LF	\$ <u>12.60</u>	\$ <u>1,260.00</u> —
28.	18" Pipe - Clean 50% full or greater	800	LF	\$ <u>14.70</u>	\$ <u>11,760.00</u> —
29.	21" Pipe - Clean 50% full or greater	100	LF	\$ <u>14.70</u>	\$ <u>1,470.00</u> —
30.	24" Pipe - Clean 50% full or greater	200	LF	\$ <u>19.95</u>	\$ <u>3,990.00</u> —
31.	30" Pipe - Clean 50% full or greater	200	LF	\$ <u>25.20</u>	\$ <u>5,040.00</u> —

32.	36" Pipe - Clean 50% full or greater	200	LF	\$ <u>30.45</u>	\$ <u>6,090.00</u> —
33.	42" Pipe - Clean 50% full or greater	200	LF	\$ <u>40.95</u>	\$ <u>8,190.00</u> —
34.	48" Pipe -Clean 50% full or greater	200	LF	\$ <u>46.20</u>	\$ <u>9,240.00</u> —
35.	54" Pipe - Clean 50% full or greater	200	LF	\$ <u>56.70</u>	\$ <u>11,340.00</u> —
36.	60" Pipe - Clean 50% full or greater	200	LF	\$ <u>66.15</u>	\$ <u>13,230.00</u> —
37.	66" Pipe - Clean 50% full or greater	200	LF	\$ <u>61.95</u>	\$ <u>12,390.00</u> —
38.	72" Pipe - Clean 50% full or greater	200	LF	\$ <u>52.50</u>	\$ <u>10,500.00</u> —
39.	78" Pipe - Clean 50% full or greater	200	LF	\$ <u>52.50</u>	\$ <u>10,500.00</u> —
40.	84" Pipe - Clean 50% full or greater	200	LF	\$ <u>52.50</u>	\$ <u>10,500.00</u> —
41.	90" Pipe - Clean 50% full or greater	200	LF	\$ <u>47.25</u>	\$ <u>9,450.00</u> —
42.	96" Pipe - Clean 50% full or greater	200	LF	\$ <u>42.00</u>	\$ <u>8,400.00</u> —
Special Storm Line Cleaning & Clearing Roots, Rocks, Debris					

43.	12" to 36" Pipe	200	LF	\$ <u>22.00</u>	\$ <u>4,400.00</u> —
PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
44.	42" to 96" Pipe	200	LF	\$ <u>22.00</u>	\$ <u>4,400.00</u> —
Square Brick Manholes (raise to grade)					
45.	4' Sqre Brick MH w/ Ring & Cover	50	VF	\$ <u>495.00</u>	\$ <u>24,750.00</u> —
46.	5' Sqre Brick MH w/ Ring & Cover	20	VF	\$ <u>550.00</u>	\$ <u>11,000.00</u> —
47.	6' Sqre Brick MH w/ Ring & Cover	20	VF	\$ <u>605.00</u>	\$ <u>12,100.00</u> —
Round Brick Manholes (raise to grade)					
48.	4' Rnd Brick MH w/ Ring & Cover	50	VF	\$ <u>495.00</u>	\$ <u>24,750.00</u> —
49.	5' Rnd Brick MH w/ Ring & Cover	20	VF	\$ <u>550.00</u>	\$ <u>11,000.00</u> —
50.	6' Rnd Brick MH w/ Ring & Cover	20	VF	\$ <u>605.00</u>	\$ <u>12,100.00</u> —
Square Precast Manholes (raise to grade)					
51.	4' Sqre MH w/ Ring & Cover	30	VF	\$ <u>495.00</u>	\$ <u>14,850.00</u> —

52.	5' Sqre MH w/ Ring & Cover	20	VF	\$ <u>550.00</u>	\$ <u>11,000.00</u> —
53.	6' Sqre MH w/ Ring & Cover	20	VF	\$ <u>605.00</u>	\$ <u>12,100.00</u> —
Round Precast Manholes (raise to grade)					
54.	4' Rnd MH w/ Ring & Cover	50	VF	\$ <u>495.00</u>	\$ <u>24,750.00</u> —
55.	5' Rnd MH w/ Ring & Cover	20	VF	\$ <u>550.00</u>	\$ <u>11,000.00</u> —
56.	6' Rnd MH w/ Ring & Cover	20	VF	\$ <u>605.00</u>	\$ <u>12,100.00</u> —
Special Structures/Components (raise to grade)					
57.	4' Dia Pedestal Top w Grate Inlet	20	EA	\$ <u>4,950.00</u>	\$ <u>99,000.00</u> —
58.	5' Dia Pedestal Top w Grate Inlet	20	EA	\$ <u>5,500.00</u>	\$ <u>110,000.00</u> —
59.	6' Dia Pedestal Top w Grate Inlet	10	EA	\$ <u>6,050.00</u>	\$ <u>60,500.00</u> —
60.	4' Dia Pedestal Top w MH R/C	20	EA	\$ <u>4,950.00</u>	\$ <u>99,000.00</u> —
61.	5' Dia Pedestal Top w MH R/C	20	EA	\$ <u>5,500.00</u>	\$ <u>110,000.00</u> —
62.	6' Dia Pedestal Top w MH R/C	10	EA	\$ <u>6,050.00</u>	\$ <u>60,500.00</u> —

63.	Precast SW CB Top, w/R/C, no throat	10	EA	\$ <u>9,350.00</u>	\$ <u>93,500.00</u> —
64.	Precast DW CB Top, w/R/C, no throat	10	EA	\$ <u>9,350.00</u>	\$ <u>93,500.00</u> —
65.	4'x4' Precast Top w/ MH R/C	30	EA	\$ <u>4,950.00</u>	\$ <u>148,500.00</u> —
PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
66.	5'x5' Precast Top w/ MH R/C	20	EA	\$ <u>5,500.00</u>	\$ <u>110,000.00</u> —
67.	Cast in Place Top w/R/C	10	CY	\$ <u>2,200.00</u>	\$ <u>22,000.00</u> —
68.	Cast in Place Throat Only	10	CY	\$ <u>2,200.00</u>	\$ <u>22,000.00</u> —
69.	Uncover Buried JB (4')	50	EA	\$ <u>2,750.00</u>	\$ <u>137,500.00</u> —
70.	Uncover Buried JB (4'-8')	30	EA	\$ <u>3,300.00</u>	\$ <u>99,000.00</u> —
71.	Uncover Buried JB (4'-12')	20	EA	\$ <u>3,850.00</u>	\$ <u>77,000.00</u> —
72.	Uncover Buried JB (>12')	10	EA	\$ <u>4,400.00</u>	\$ <u>44,000.00</u> —
CCTV OF STORM PIPES (w/ DVD & Written Report)					

73.	12" - 15" diameters	200	LF	\$ <u>6.30</u>	\$ <u>1,260.00</u> —
74.	18" - 24" diameters	200	LF	\$ <u>12.60</u>	\$ <u>2,520.00</u> —
75.	30" - 42" diameters	200	LF	\$ <u>12.60</u>	\$ <u>2,250.00</u> —
76.	48" - 54" diameters	200	LF	\$ <u>12.60</u>	\$ <u>2,250.00</u> —
77.	60" - 66" diameters	200	LF	\$ <u>12.60</u>	\$ <u>2,250.00</u> —
78.	72" - 84" diameters	200	LF	\$ <u>12.60</u>	\$ <u>2,250.00</u> —
79.	90" - 96" diameters	200	LF	\$ <u>12.60</u>	\$ <u>2,250.00</u> —
80.	Visual Inspections (pics per project)	200	EA	\$ <u>52.50</u>	\$ <u>10,500.00</u> —
Erosion Control & Landscape Items					200
81.	Stone Rip Rap Type I in Place	200	SY	\$ <u>220.00</u>	\$ <u>44,000.00</u> —
82.	Stone Rip Rap Type III in Place	200	SY	\$ <u>220.00</u>	\$ <u>44,000.00</u> —
83.	Stone Rip Rap 12" Installed	4,000	SY	\$ <u>220.00</u>	\$ <u>880,000.00</u> —
84.	Install & Remove Type A Silt Fence	500	LF	\$ <u>5.50</u>	\$ <u>2,750.00</u> —

85.	Install & Remove Type C Silt Fence	500	LF	\$ <u>8.80</u>	\$ <u>4,400.00</u> —
86.	Install & Remove Type C Silt Fence-ALT	500	LF	\$ <u>8.80</u>	\$ <u>4,400.00</u> —
87.	Inlet Sediment Traps - Silt Fence Sd2	200	EA	\$ <u>330.00</u>	\$ <u>66,000.00</u> —
88.	Rock Bags for curb inlet/CB sediment Protection	20	EA	\$ <u>55.00</u>	\$ <u>1,100.00</u> —
89.	Install & Remove Orange Tree Save Fence	200	LF	\$ <u>27.50</u>	\$ <u>5,500.00</u> —
90.	Seed & Straw (Permanent Grassing)	5,000	SY	\$ <u>11.00</u>	\$ <u>55,000.00</u> —
91.	Seed & Straw (Temp Grassing)	3,000	SY	\$ <u>11.00</u>	\$ <u>33,000.00</u>
92.	Sodding Complete - Fescue	3,000	SY	\$ <u>16.50</u>	\$ <u>49,500.00</u>
93.	Sodding Complete - Bermuda	3,000	SY	\$ <u>16.50</u>	\$ <u>49,500.00</u>
94.	Sodding Complete - Zoysia	2,000	SY	\$ <u>19.80</u>	\$ <u>39,600.00</u>
95.	Sodding Complete - Centipede	3,000	SY	\$ <u>22.00</u>	\$ <u>66,000.00</u>
96.	Topsoil Complete	100	CY	\$ <u>165.00</u>	\$ <u>16,500.00</u>
97.	Pine Straw	1,000	SY	\$ <u>16.50</u>	\$ <u>16,500.00</u>
98.	Wheat Straw Mulch	1,000	SY	\$ <u>16.50</u>	\$ <u>16,500.00</u>
99.	Tree Replacement 2-1/2" Hardwood, Installed	15	EA	\$ <u>1,100.00</u>	\$ <u>16,500.00</u>
100.	Tree Replacement 2-1/2" Installed	200	EA	\$ <u>1,100.00</u>	\$ <u>220,000.00</u>
101.	Shrub & Misc. Plants Replacement: 1 gallon, installed	100	EA	\$ <u>71.50</u>	\$ <u>7,150.00</u>
102.	Shrub Replacement: 3 gallons, installed	100	EA	\$ <u>132.00</u>	\$ <u>13,200.00</u>
103.	Shrub Replacement: 5 gallons, installed	500	EA	\$ <u>220.00</u>	\$ <u>110,000.00</u>

104.	Shrub Replacement: 7 gallons, installed	200	EA	\$ <u>330.00</u>	\$ <u>66,000.00</u>
105.	Bedding Flower per flat of 18 installed	100	SY	\$ <u>220.00</u>	\$ <u>22,000.00</u>
106.	Debris Removal, Tandem Dump Truck	100	CY	\$ <u>110.00</u>	\$ <u>11,000.00</u>
Miscellaneous Items					
107.	Removal of Existing Non-Drainage Structures	10	EA	\$ <u>2,200.00</u>	\$ <u>22,000.00</u>
108.	Removal of Existing Drainage Structure	10	EA	\$ <u>2,200.00</u>	\$ <u>22,000.00</u>
109.	Removal Existing Pipe all Types and Sizes	100	LF	\$ <u>110.00</u>	\$ <u>11,000.00</u>
110.	Stone #57	100	Ton	\$ <u>93.50</u>	\$ <u>9,350.00</u>
111.	Surge Stone	200	Ton	\$ <u>165.00</u>	\$ <u>33,000.00</u>
112.	No.3's and 4' Stone	200	Ton	\$ <u>93.50</u>	\$ <u>18,700.00</u>
Bypass Pumping Operations					
113.	Bypass pump setup-equipment and hose placement	60	EA	\$ <u>52.50</u>	\$ <u>3,150.00</u>
114.	4" Pumping Operation Time	40	HR	\$ <u>183.75</u>	\$ <u>7,350.0</u>
115.	6" Pumping Operation Time	40	HR	\$ <u>420.00</u>	\$ <u>16,800.00</u>
PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
116.	8" Pumping Operation Time	16	HR	\$ <u>525.00</u>	\$ <u>8,400.00</u>
117.	10" Pumping Operation Time	8	HR	\$ <u>630.00</u>	\$ <u>5,040.00</u>
118.	12" Pumping Operation Time	8	HR	\$ <u>262.50</u>	\$ <u>2,100.00</u>
Reinforced Concrete Pipe (RCP) Class 3					
Installed to 10-foot depth					
119.	18 " RCP	200	LF	\$ <u>275.00</u>	\$ <u>55,000.00</u>
120.	24" RCP	200	LF	\$ <u>330.00</u>	\$ <u>66,000.00</u>
121.	30" RCP	100	LF	\$ <u>385.00</u>	\$ <u>38,500.00</u>

122.	36" RCP	100	LF	\$ <u>495.00</u>	\$ <u>49,500.00</u>
123.	42" RCP	100	LF	\$ <u>550.00</u>	\$ <u>55,000.00</u>
124.	48" RCP	100	LF	\$ <u>660.00</u>	\$ <u>66,000.00</u>
125.	54" RCP	60	LF	\$ <u>770.00</u>	\$ <u>46,200.00</u>
126.	60" RCP	60	LF	\$ <u>880.00</u>	\$ <u>52,800.00</u>
127.	72" RCP	60	LF	\$ <u>990.00</u>	\$ <u>59,400.00</u>
Corrugated Metal Pipe (CMP) Aluminized Coated Installed to 10-foot depth					
128.	15" CMP	100	LF	\$ <u>220.00</u>	\$ <u>22,000.00</u>
129.	18" CMP	200	LF	\$ <u>220.00</u>	\$ <u>44,000.00</u>
130.	24" CMP	200	LF	\$ <u>275.00</u>	\$ <u>55,000.00</u>
131.	30" CMP	200	LF	\$ <u>330.00</u>	\$ <u>66,000.00</u>
132.	36" CMP	200	LF	\$ <u>385.00</u>	\$ <u>77,000.00</u>
133.	42" CMP	100	LF	\$ <u>440.00</u>	\$ <u>44,000.00</u>
134.	48" CMP	200	LF	\$ <u>495.00</u>	\$ <u>99,000.00</u>
135.	54" CMP	100	LF	\$ <u>550.00</u>	\$ <u>55,000.00</u>
136.	60" CMP	60	LF	\$ <u>660.00</u>	\$ <u>39,600.00</u>
137.	72" CMP	60	LF	\$ <u>770.00</u>	\$ <u>46,200.00</u>
Additional Depth of Cover for Pipes Includes excavation, backfill & compaction					
138.	2 to 4 additional feet of cover	200	LF	\$ <u>110.00</u>	\$ <u>22,000.00</u>
139.	4 to 12 additional feet of cover	200	LF	\$ <u>330.00</u>	\$ <u>66,000.00</u>
Metal Flared End Sections (GADOT Std. 1120)					
140.	18" MFES 16 Gage	20	EA	\$ <u>3,300.00</u>	\$ <u>66,000.00</u>
141.	24" MFES 14 Gage	20	EA	\$ <u>3,850.00</u>	\$ <u>77,000.00</u>

142.	30" MFES 14 Gage	10	EA	\$ <u>4,400.00</u>	\$ <u>44,000.00</u>
143.	36" MFES 14 Gage	10	EA	\$ <u>5,500.00</u>	\$ <u>55,000.00</u>
PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
144.	42" MFES 14 Gage	10	EA	\$ <u>6,050.00</u>	\$ <u>60,500.00</u>
Metal Safety End Sections (GADOT Std. Special Detail)					
145.	18" SFES 16 Gage	10	EA	\$ <u>3,850.00</u>	\$ <u>38,500.00</u>
146.	24" SFES 16 Gage	10	EA	\$ <u>4,400.00</u>	\$ <u>44,000.00</u>
147.	30" SFES 12 Gage	6	EA	\$ <u>4,950.00</u>	\$ <u>29,700.00</u>
148.	36" SFES 12 Gage	6	EA	\$ <u>5,500.00</u>	\$ <u>33,000.00</u>
149.	42" SFES 12 Gage	6	EA	\$ <u>6,600.00</u>	\$ <u>39,600.00</u>
150.	48" SFES 12 Gage	6	EA	\$ <u>7,150.00</u>	\$ <u>42,900.00</u>
Precast Concrete Flared End Sections					
151.	18" CFES	20	EA	\$ <u>7,700.00</u>	\$ <u>154,000.00</u>
152.	24" CFES	20	EA	\$ <u>8,250.00</u>	\$ <u>165,000.00</u>
153.	30" CFES	20	EA	\$ <u>9,350.00</u>	\$ <u>187,000.00</u>
154.	36" CFES	10	EA	\$ <u>10,450.00</u>	\$ <u>104,500.00</u>
155.	42" CFES	10	EA	\$ <u>11,000.00</u>	\$ <u>110,000.00</u>
Precast Concrete Headwalls					
156.	18" Precast HW	30	EA	\$ <u>7,700.00</u>	\$ <u>231,000.00</u>
157.	24" Precast HW	20	EA	\$ <u>8,250.00</u>	\$ <u>165,000.00</u>
158.	30" Precast HW	10	EA	\$ <u>9,350.00</u>	\$ <u>93,500.00</u>
159.	36" Precast HW	10	EA	\$ <u>10,450.00</u>	\$ <u>104,500.00</u>
160.	42" Precast HW	10	EA	\$ <u>11,000.00</u>	\$ <u>110,000.00</u>
161.	48" Precast HW	10	EA	\$ <u>12,100.00</u>	\$ <u>121,000.00</u>

162.	36" Precast HW w/ Velocity Dissipater	20	EA	\$ <u>9,900.00</u>	\$ <u>198,000.00</u>
163.	42" Precast HW w/ Velocity Dissipater	10	EA	\$ <u>11,000.00</u>	\$ <u>110,000.00</u>
164.	48" Precast HW w/ Velocity Dissipater	20	EA	\$ <u>12,100.00</u>	\$ <u>242,000.00</u>
Cast-in-place Concrete Headwall					
165.	Cast-in-place Concrete Headwall -	20	CY	\$ <u>5,500.00</u>	\$ <u>110,000.00</u>
166.	Cast-in-place Concrete Headwall - FDOT Std.	20	CY	\$ <u>5,500.00</u>	\$ <u>110,000.00</u>
Brick-in-Place Headwall					
167.	Brick-in-Place Headwall for 18" pipe	20	EA	\$ <u>6,600.00</u>	\$ <u>132,000.00</u>
168.	Brick-in-Place Headwall for 24" pipe	20	EA	\$ <u>7,700.00</u>	\$ <u>154,000.00</u>
169.	Brick-in-Place Headwall for 30" pipe	10	EA	\$ <u>8,800.00</u>	\$ <u>88,000.00</u>
170.	Brick-in-Place Headwall for 36" pipe	10	EA	\$ <u>9,900.00</u>	\$ <u>99,000.00</u>
171.	Brick-in-Place Headwall for 42" pipe	10	EA	\$ <u>11,000.00</u>	\$ <u>110,000.00</u>
Rubble Masonry Headwall					
172.	Lithonia Granite Rubble Rock HW for 48" pipe	500	SF	\$ <u>88.00</u>	\$ <u>44,000.00</u>
173.	Lithonia Granite Rubble Rock HW for 54" pipe	600	SF	\$ <u>88.00</u>	\$ <u>52,800.00</u>
174.	Lithonia Granite Rubble Rock HW for 60" pipe	650	SF	\$ <u>88.00</u>	\$ <u>57,200.00</u>
PRICE SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price

Slip Lining with Snap-Tite HDPE (AASHTO M326), Include Grouting Ends (or approved equal)					
175.	Lithonia Granite Rubble Rock HW for 72" pipe	700	SF	\$ <u>88.00</u>	\$ <u>61,600.00</u>
239.	12.75" OD	100	LF	\$ <u>66.00</u>	\$ <u>6,600.00</u>
240.	14" OD	200		\$ <u>77.00</u>	\$ <u>15,400.00</u>
241.	18" OD	100	LF	\$ <u>110.00</u>	\$ <u>11,000.00</u>
242.	20" OD	200	LF	\$ <u>121.00</u>	\$ <u>24,200.00</u>
243.	24" OD	200	LF	\$ <u>137.50</u>	\$ <u>27,500.00</u>
244.	32" OD	100	LF	\$ <u>159.50</u>	\$ <u>15,950.00</u>
245.	36" OD	200	LF	\$ <u>187.00</u>	\$ <u>37,400.00</u>
246.	42" OD	100	LF	\$ <u>247.50</u>	\$ <u>24,750.00</u>
247.	48" OD	50	LF	\$ <u>330.00</u>	\$ <u>16,500.00</u>
248.	54" OD	50	LF	\$ <u>440.00</u>	\$ <u>22,000.00</u>
249.	63" OD	50	LF	\$ <u>550.00</u>	\$ <u>27,500.00</u>

Road Restoration					
269.	Graded Aggregate Base	18	Ton	\$ <u>104.50</u>	\$ <u>1,881.00</u>
270.	Crusher Run Stone	18	Ton	\$ <u>104.50</u>	\$ <u>1,881.00</u>
271.	Asphaltic Concrete Binder Course	20	Ton	\$ <u>313.50</u>	\$ <u>6,270.00</u>
272.	Asphaltic Concrete Surface Course	20	Ton	\$ <u>313.50</u>	\$ <u>6,270.00</u>
273.	Tack Coat	50	Gal	\$ <u>19.80</u>	\$ <u>990.00</u>
274.	2" Asphalt Concrete Hot Mix for Trench Cap	20	Ton	\$ <u>330.00</u>	\$ <u>6,600.00</u>
Earthwork & Grading					
275.	Tree Removal 6" - 12"	100	EA	\$ <u>935.00</u>	\$ <u>93,500.00</u>
276.	Tree Removal 13" - 23"	50	EA	\$ <u>1,375.00</u>	\$ <u>68,750.00</u>
277.	Tree Removal>23"	30	EA	\$ <u>3,300.00</u>	\$ <u>99,000.00</u>
278.	Clear & Grubbing	100	SY	\$ <u>33.00</u>	\$ <u>3,300.00</u>
279.	Channel Excavation	50	CY	\$ <u>275.00</u>	\$ <u>13,750.00</u>
280.	Additional Excavation	10	CY	\$ <u>275.00</u>	\$ <u>2,750.00</u>
281.	Haul-In Structural Fill Material	20	CY	\$ <u>330.00</u>	\$ <u>6,600.00</u>
282.	Haul-Off Soil Material	50	CY	\$ <u>220.00</u>	\$ <u>4,400.00</u>
283.	Finish Grading	80	SY	\$ <u>33.00</u>	\$ <u>2,640.00</u>
284.	Trench Rock Excavation	60	CY	\$ <u>165.00</u>	\$ <u>9,900.00</u>

285.	Debris Removal	100	CY	\$ <u>385.00</u>	\$ <u>38,500.00</u>
Miscellaneous Items					
286.	Connect to Existing Structures	10	EA	\$ <u>2,750.00</u>	\$ <u>27,500.00</u>
287.	Debris Removal, Tandem Dump Truck	20	LOAD	\$ <u>3,300.00</u>	\$ <u>66,000.00</u>
288.	Removal of Existing Non-Drainage Structures	20	EA	\$ <u>2,200.00</u>	\$ <u>44,000.00</u>
289.	Removal of Existing Drainage Structure	20	EA	\$ <u>2,200.00</u>	\$ <u>44,000.00</u>
290.	Remove Existing Pipe all Types and Sizes	200	LF	\$ <u>110.00</u>	\$ <u>22,000.00</u>
291.	Saw Cut Existing Pavements	100	LF	\$ <u>5.50</u>	\$ <u>550.00</u>
292.	Stone #57	100	TON	\$ <u>93.50</u>	\$ <u>9,350.00</u>
293.	Surge Stone	100	TON	\$ <u>165.00</u>	\$ <u>16,500.00</u>
294.	No. 3's and 4' Stone	100	TON	\$ <u>93.50</u>	\$ <u>9,350.00</u>
295.	Roll-Off Dumpster	10	DAY	\$ <u>1,045.00</u>	\$ <u>10,450.00</u>
296.	Relocate Existing Residential Water Meter, Including Box	10	EA	\$ <u>4,400.00</u>	\$ <u>44,000.00</u>
Grand Total of All Line Items					\$ <u>9,688,292.00</u>
NOTE TO BIDDER: All Quantities are estimated.					
LEGEND FOR PRICE SCHEDULE					
EA	Each	SW	Single wing		
HR	Hour	DW	Double wing		
LF	Linear foot	HW	Headwall		

VF	Vertical foot	R/C	Ring and cover
CY	Cubic yards	JB	Junction box
SY	Square yards	CB	Catch basin
SF	Square foot	RCP	Reinforced concrete pipe
OD	Outside diameter	CMP	Corrugated metal pipe
GAL	Gallon	MFES	Metal flared end section
SQRE	Square	SFES	Safety flared end section (metal)
MH	Manhole	CFES	Concrete flared end section
RND	Round	GAB	Graded aggregate base

END OF PRICE SCHEDULE

SUBMITTED THIS 25th DAY OF October 2024.

BID SUBMITTED BY:

Flotech Environmental, LLC

(866) 299-3323

Company

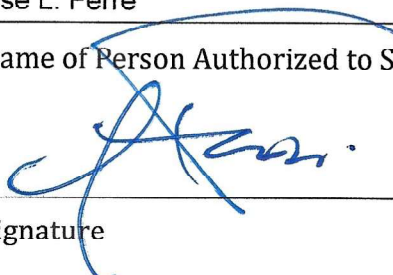
Telephone Number

Jose L. Ferre

N/A

Name of Person Authorized to Submit Bid

Fax Number


Signature

estimating@flotechllc.com

Email Address

Managing Member

Title

**AGREEMENT FOR STORMWATER DRAINAGE SYSTEM CLEANING,
CCTV EVALUATION AND REPAIR SERVICES**

THIS IS AN AGREEMENT, dated the _____ day of _____, 2025, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

Flotech Environmental, LLC
a Florida Limited Liability, 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 for Drainage Cleaning and CCTV Inspection Services, pursuant to RFP No. 24-1025200.

1.2 CITY finds it necessary to seek a professional, full-service company for Stormwater Drainage System Cleaning, CCTV Evaluation and Repair Services.

1.3 CITY issued RFP 24-1025200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2025, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFP) 24-1025200.

1.5 Contractor's firm will be responsible for providing Stormwater Drainage System Cleaning, CCTV Evaluation and Repair Services.

ARTICLE 2

SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 24-1025200/Scope of Services, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the Contractor's Response, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 24-1025200.

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 the 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

CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24-1025200. The payment for services pursuant to this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) annually.

4.1 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.

4.2 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.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 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 or modified 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 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 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 days (30) prior to the expiration of the date or modification 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.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage \$1,000,000 per occurrence (\$2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period).

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

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.10 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.

5.11 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 tortious 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 any and 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 The term of the contract is three (3) fiscal years 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 and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation years.

11.2 This Agreement 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. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. 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.

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 24-1025200, Exhibit "A", and the Contractor's Proposal 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 shall 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.

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

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, 4TH
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: Karlos Ramos
Flotech Environmental, LLC
657 South Drive, Suite 401
Miami, FL 33166

Copy To: Yinet Quintana
Flotech Environmental, LLC
657 South Drive, Suite 401
Miami, FL 33166

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 E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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.

13.18 Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

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: _____

Name:

Position: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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:

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 ELEMENTZ RECONSTRUCTION LLC. FOR PUBLIC WORKS WATER, STORM AND SEWER INFRASTRUCTURE MANAGEMENT; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ELEMENTZ RECONSTRUCTION LLC. FOR SAME, IN AN AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) ANNUALLY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENORS ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to utilize the consulting services of a professional engineer for Water, Storm and Sewer Infrastructure Management. This service will also assist the City with compliance of its Municipal Separate Storm Sewer Systems (MS4), as a professional engineer is required to review and approve construction plans with MS4 regulatory requirements; 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, City records reveal that Elementz Reconstruction LLC. ("Consultant") was one of the Consultants 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, Elementz Reconstruction LLC, has submitted a proposal for engineering services, including Technical Compliance Support and Infrastructure Program Support; and

WHEREAS, the Consultant will be expected to perform all analyses, including technical, engineering reviews and Water Stormwater Sewer infrastructure analysis; and

WHEREAS, the proposed annual cost for the services is One Hundred Twenty Thousand Dollars (\$120,000.00); and

WHEREAS, City Administration is seeking approval to enter into an agreement with Elementz Reconstruction LLC., attached hereto as Exhibit "A", to provide Water, Storm and Sewer Infrastructure Management Services (the "Project"); and

WHEREAS, the City Commission finds that acceptance of Elementz Reconstruction LLC.'s proposal for Water, Storm and Sewer Infrastructure Management Services, and entering into an agreement, attached hereto as Exhibit "A", with Consultant for same, in an amount of One Hundred Twenty Thousand Dollars (\$120,000.00) annually, 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 Elementz Reconstruction LLC. for Water, Storm and Sewer Infrastructure Management Services and further authorizes entering into an agreement, attached hereto as Exhibit "A", with Consultant for same, in an amount of One Hundred Twenty Thousand Dollars (\$120,000.00) annually.

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:	Airia Austin		Division Manager Signature:		
Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	June 25, 2025		Item Type: (Enter X in the box)	Resolution X	Ordinance
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 X	No	RFP/RFQ/Bid#: N/A – Continuing Consultant Services (CCNA)	N/A	
Strategic Plan Related (Enter X in the box)	Yes X	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: Enhance pedestrian and traffic safety in priority corridors; implement short-term safety upgrades at critical intersections	
Sponsor Name:	City Manager		Department:	Public Works	

Short Title:

A RESOLUTION FROM THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL FROM ELEMENTZ RECONSTRUCTION LLC. FOR PUBLIC WORKS – WATER, STORM AND SEWER INFRASTRUCTURE MANAGEMENT.

Staff Summary:

The City of Opa-locka would like to utilize the consulting services of a professional engineer, to be in compliance with several aspects of our operations. As of recently, this deficiency has been noted in our MS4 violations. It requires a professional engineer to review and approve construction plans with MS4 requirements.

Elementz Reconstruction LLC, which is a pre-qualified CCNA engineering consultant, has submitted a proposal for engineering services. Including:

1. Technical Compliance Support

- a. Review water and sewer permit applications for compliance with city standards.
- b. Process permits determinations within 30-day review cycles
- c. Provide PE certifications for specified environmental submissions
- d. Maintain permit records using City-approved documentation systems

2. Infrastructure Program Support

- a. Support annual city water and sewer infrastructure inspections following City protocols
- b. Document compliance status using standardized reporting forms
- c. Monitor MS4 components per program requirements

The firm will be expected to perform all analyses, including technical, engineering reviews and Water Stormwater Sewer infrastructure.

Financial Impact: The proposed annual cost is \$120,000.00, will be funded through the Professional Services Division 32 Public Works Administration. The funding of this service will be included in Budget Amendment #2.

Proposed Action:

Staff recommend approval of this item to proceed with this consulting professional engineering services.
--

Attachment(s):

Consultant Proposal – Elementz Reconstruction LLC



Elementz Reconstruction, LLC 8980
Ridgemont Drive
Atlanta GA 30350
(678) 382-9944
www.elementzmfs.com

Mr. Airia Austin, Director, Public Works
Public Works Department
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054

May 19, 2025

RE: Scope of Work | Public Works – Water, Storm and Sewer Infrastructure Management

Executive Summary

This scope of work outlines the comprehensive responsibilities and activities required for managing water and sewer infrastructure, including regulatory compliance, project management, technological advancement, and organizational development. The scope encompasses both ongoing operational activities and special projects designed to modernize and improve service delivery.

SCOPE OF WORK - City of Opa-locka Water, Storm and Sewer Infrastructure

1. Technical Compliance Support
 - a. Review water and sewer permit applications for compliance with city standards.
 - b. Process permits determinations within 30-day review cycles
 - c. Provide PE certifications for specified environmental submissions
 - d. Maintain permit records using City-approved documentation systems
2. Infrastructure Program Support
 - a. Support annual city water and sewer infrastructure inspections following City protocols
 - b. Document compliance status using standardized reporting forms
 - c. Monitor MS4 components per program requirements
3. Technology Evaluation and Improvements
 - a. Review current record management systems
 - b. Support digital documentation protocols
 - c. Evaluate opportunities for process automation
 - d. Recommend efficient data management solutions
4. Agency Coordination
 - a. Serve as technical liaison with DERM and FDEP for designated matters
 - b. Submit required documentation per agency specifications
 - c. Respond to agency inquiries within specified timeframes
 - d. Attend scheduled County coordination meetings

5. Advisory Services
 - a. Provide technical guidance on infrastructure operations
 - b. Support capital improvement planning within budget parameters
6. System Enhancement
 - a. Review existing technology systems against current standards
 - b. Identify improvement opportunities within budget constraints
 - c. Support fee analysis using regional benchmarks
 - d. Review ordinances for regulatory alignment as needed
7. Deliverables
 - a. Monthly progress reports
 - b. Permit review outcomes
 - c. Technical recommendations

Terms

- 12-month service period
- \$120,000 annual fee
- Monthly invoicing
- Net 30 payment terms

Proposal Approval

This scope proposal serves as a foundational document to outline the necessary activities and responsibilities required for the management and enhancement of water and sewer infrastructure. Upon approval, execution of these initiatives will commence as planned.

Sincerely,

Hardeep Anand

Hardeep Anand

**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND
ELEMENTZ RECONSTRUCTION, LLC**

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 2300 Civic Center Place, Opa-Locka, Florida 33025 (the "City"), and **Elementz Reconstruction, LLC**, a Georgia Limited Liability Company, (the "Consultant"), with its principal offices located at 8980 Ridgemont Dr, Atlanta, GA 30350.

WITNESSED:

WHEREAS, on January 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 Structural 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 regarding Scope of Work for Water, Storm and Sewer Infrastructure Management ("RLOI"), and has been chosen by the City to provide Professional Engineer Services (the "Services") for Water, Storm and Sewer Infrastructure Management (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 June 16, 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 One Hundred Twenty Thousand Dollars (\$120,000.00) Dollars per year as 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:

Hardeep Anand
8980 Ridgemont Drive
Atlanta, GA 30350
(678) 382-9944

With Copy to:

Incorp Services, Inc.
Elementz Reconstruction, LLC
Registered Agent
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

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
Interim 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:

By: _____

Print Name: _____

Print Name: _____

Date: _____

Corporate Seal:

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONSENT ORDER WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), ATTACHED HERETO, TO RESOLVE STORMWATER PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4") AUDIT DEFICIENCIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 24, 2022, a Stormwater Phase I Municipal Separate Storm Sewer System ("MS4") audit conducted by State of Florida Department of Environmental Protection (FDEP), as summarized in Exhibit "A", determined that the City of Opa-Locka ("City") was out of compliance with the terms and conditions of its Permit, including failure to implement or report elements/conditions required by the Permit; and

WHEREAS, the City has completed most of the violation items and plan to have the remaining items completed within one hundred eighty (180) Days; and

WHEREAS, the City is currently working to develop the required Standard Operating Procedures and a MS4 Code Compliance Officer has been recently hired. Additionally, the consideration to contract a Professional Engineer will be presented to The engineer is required to ensure building plans are in compliance with MS4 requirements, in addition to conducting field inspections to ensure systems are being built in accordance with approved drawings; and

WHEREAS, as part of this Order, a Sixty-Two Thousand, Eight Hundred Fifty-Two Dollars and Ninety-Two Cents (\$62,852.92) penalty fee is being assessed. This fee is reduced from the original fee of One Hundred Forty-One, Thousand Six Hundred Ninety-One Dollars (\$141,691.00), through negotiation and compliance; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to authorize the Interim City Manager to execute a Consent Order, attached hereto as Exhibit "A", with the State of Florida Department of Environmental Protection (FDEP) to resolve Stormwater Phase I Municipal Separate Storm Sewer System ("MS4") audit deficiencies.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute a Consent Order, attached hereto as Exhibit "A", with the State of Florida Department of Environmental Protection (FDEP) to resolve Stormwater Phase I Municipal Separate Storm Sewer System ("MS4") audit deficiencies.

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



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
Interim City Manager:	Sha`mecca Lawson		ICM Signature:		
Commission Meeting Date:	07/09/2025	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X	Public Hearing: (Enter X in box)	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			
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	Public Works	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONSENT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Staff Summary:

History – On May 24, 2022, a Stormwater Phase I Municipal Separate Storm Sewer System (“MS4”) audit conducted by State of Florida Department of Environmental Protection FDEP determined that the City of Opa-locka was not in compliance with the terms and conditions of its Permit, including failing to implement or report elements/conditions required by the Permit.

Details for each of these deficiencies and the associated fines are on the attached Stormwater Penalty Calculation Worksheet. We have completed most of the failure items and plan to have the remaining items done within 180 Days.

We are working to develop the deficient Standard Operating Procedures and a MS4 Code Compliance Officer has been recently hired. Also, the consideration to contract a Professional Engineer will be presented to the City Commission. The engineer is required to ensure building plans are in compliance with MS4 requirements, in addition to conducting field inspections to ensure systems are being built in accordance with approved drawings.

Financial Impact – As part of this agreement a \$62,852.92, penalty fee is being assessed. This is reduced from the original sum of \$141,691.00, through negotiation and compliance.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to sign the Consent Agreement with FDEP to resolve the issue of compliance.

Attachment:

FDEP Consent Agreement
FDEP Stormwater Penalty Calculation Worksheet

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	DIVISION OF WATER
	)	RESOURCE MANAGEMENT
	)	
v.	)	OGC FILE NO. 24-3045
	)	
CITY OF OPA-LOCKA	)	
_____	)	

This Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and City of Opa-Locka (“Respondent”) to reach settlement of certain matters at issue between the Department and Respondent.

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes ("Fla. Stat."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("Fla. Admin. Code"). The Department has jurisdiction over the matters addressed in this Order.

3. Respondent owns and operates a Municipal Separate Storm Sewer Facility (“Facility”), located at 12950 NW 42nd Ave, Opa Locka, FL 33054, in Miami-Dade County, Florida (“Property”). Respondent operates the Facility under the Department National Pollutant Discharge Elimination System (“NPDES”) Stormwater Permit No. FLS000003 (FLS267180) which was issued on December 29, 2017, and expired on December 28, 2022. The Respondent owns the Property on which the Facility is located.

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with the terms and conditions of its Permit, including failing to implement or report elements/conditions required by the Permit.

Ongoing communications between the Department and the Respondent took place between October 19, 2022 and July 12, 2024, regarding multiple outstanding violations. The Department finds and Respondent neither admits or denies the following:

- i. Respondent failed to timely submit a Bacterial Pollution Control Plan (BPCP) by June 30, 2021, with the Year 3 annual report as required by Permit Part VIII.B.3.a.; Respondent subsequently submitted an incomplete BPCP on January 31, 2023;
- ii. Respondent failed to maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures owned or operated by the permittee as required by Permit Part III.A.1.;
- iii. Respondent failed to develop and implement a structural control inspection Standard Operating Procedure ("SOP") in accordance with Permit Part III.A.1.; Respondent subsequently submitted a complete SOP on November 21, 2022;
- iv. Respondent failed to maintain documentation of new development and significant redevelopment project review activity as required by Permit Part III.A.2.;
- v. Respondent failed to timely develop and implement a litter control SOP in accordance with Permit Part III.A.3; Respondent subsequently submitted a complete SOP on July 28, 2023;
- vi. Respondent failed to document street sweeping activities and quantity of sweepings collected as required by Permit Part III.A.3.;
- vii. Respondent failed to maintain a roadway maintenance facility SOP in accordance with Permit Part III.A.3.;
- viii. Respondent failed to develop a pesticide, herbicide, and fertilizer application SOP in accordance with Permit Part III.A.6.;

- ix. Respondent failed to develop and implement a pesticide, herbicide, and fertilizer education and outreach SOP as required by Permit Part III.A.6.;
- x. Respondent failed to timely maintain a list of pesticide, herbicide, and fertilizer application licenses as required by Permit Part III.A.6.; Respondent subsequently submitted a list on November 18, 2022;
- xi. Respondent failed to timely develop and implement a proactive inspection SOP as required by Permit Part III.A.7.c.; Respondent subsequently submitted a complete SOP on November 18, 2022;
- xii. Respondent failed to timely develop and maintain reactive investigation SOP as required by Permit Part III.A.7.c.; Respondent subsequently submitted a complete SOP on November 18, 2022;
- xiii. Respondent failed to develop and implement illicit discharge training SOP as required by Permit Part III.A.7.c.;
- xiv. Respondent failed to develop and maintain spill response SOP as required by Permit Part III.A.7.d.;
- xv. Respondent failed to develop and implement spill prevention and response training SOP as required by Permit Part III.A.7.d.;
- xvi. Respondent failed develop and implement illicit discharge education and outreach SOP as required by Permit Part III.A.7.e.;
- xvii. Respondent failed to develop and implement a household hazardous waste education and outreach SOP as required by Permit Part III.A.7.f.;
- xviii. Respondent failed to timely develop and maintain a limitation of sanitary sewer seepage SOP as required by Permit Part III.A.7.g.; Respondent subsequently submitted a complete SOP on November 18, 2022;
- xix. Respondent failed to develop and maintain an high-risk facility inspection SOP as required by Permit Part III.A.8.a.;

- xx. Respondent failed to develop an erosion, sediment, waste control regulatory mechanism as required by Permit Part II.E.1 and Permit Part III.A.9.a.;
- xxi. Respondent failed to develop and implement a construction site plan review SOP as required by Permit Part III.A.9.a.;
- xxii. Respondent failed to maintain and implement a construction site inspection SOP as required by Permit Part III.A.9.b.;
- xxiii. Respondent failed to develop and implement a construction training SOP as required by Permit Part III.A.9.c.

Having reached a resolution of the matter, Department and the Respondent mutually agree and it is,

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

- (a) **Commencing immediately and henceforth**, Respondent shall comply with all Department rules and statutes regarding NPDES and environmental permitting, including but not limited to Chapter 403, Fla. Stat., and the rules promulgated thereunder in Title 62, Fla. Admin. Code.
- (b) **Within 90 days of the effective date of this Order**, Respondent shall:
 - i. Submit documentation demonstrating development project applications are reviewed for compliance with post-construction stormwater requirements in accordance with Permit Part III.A.2.;
 - ii. Develop and submit a complete roadway maintenance facility SOP in accordance with Permit Part III.A.3.;
 - iii. Develop and submit a complete SOP for minimizing the application of pesticides, herbicides, and fertilizers on public property, and the proper storage, mixing, and application of these products in accordance with Permit Part III.A.6.;

- iv. Develop and submit a complete education and outreach SOP in accordance with Permit Part III.A.6.;
- v. Submit documentation demonstrating the proactive inspection program is conducted in accordance with Permit Part III.A.7.c.;
- vi. Develop and submit a complete training SOP in accordance with Permit Part III.A.7.c.;
- vii. Develop and submit a complete spill prevention and response SOP in accordance with Permit Part III.A.7.d.;
- viii. Develop and submit a complete training SOP in accordance with Permit Part III.A.7.d.;
- ix. Develop and submit a complete education and outreach SOP in accordance with Permit Part III.A.7.e.;
- x. Develop and submit a complete household hazardous waste education and outreach SOP in accordance with Permit Part III.A.7.f.;
- xi. Develop and submit a complete high-risk facility inspection SOP in accordance with Permit Part III.A.8.a.;
- xii. Develop and submit a high-risk facility inventory in accordance with Permit Part III.A.8.a.;
- xiii. Submit a plan of action, with a timeline, to draft, review, and adopt an ordinance that requires site operators to use and maintain appropriate erosion, sedimentation, and waste controls during construction in accordance with Permit Part II.E. and III.A.9.a.;
- xiv. Develop and submit a complete construction site plan review SOP in accordance with Permit Part III.A.9.a.;
- xv. Submit records demonstrating construction sites are inspected for the use and maintenance of erosion, sedimentation, and waste controls in accordance with Permit Part III.A.9.b.; and,

- xvi. Develop and submit a complete training SOP in accordance with Permit Part III.A.9.c.

(c) **Within 180 days of the effective date of this Order**, Respondent shall:

- i. Submit a complete BPCP in accordance with Permit Part VIII.;
- ii. Submit documentation demonstrating the street sweeping program is implemented in accordance with Permit Part III.A.3.;
- iii. Implement the public education and outreach program to encourage citizens to reduce their use of pesticide, herbicide, and fertilizer in accordance with Permit Part III.A.6.;
- iv. Conduct an illicit discharge training for appropriate staff and submit the date of the training, method used, and method for documenting the employees trained;
- v. Conduct a spill prevention and response training for appropriate staff and submit the date of the training, method used, and method for documenting the employees trained;
- vi. Implement the public education and outreach program to facilitate public reporting of illicit discharges, illicit connections, and illegal dumping in the MS4 in accordance with Permit Part III.A.7.e.;
- vii. Implement the public education and outreach program to encourage the proper use and disposal of oils, toxics and household hazardous waste in accordance with Permit Part III.A.7.f.;
- viii. Adopt an ordinance requiring construction site operators to use and maintain appropriate erosion, sedimentation, and waste controls in accordance with Permit Part II.E. and III.A.9.a.;
- ix. Implement the construction site plan review program in accordance with Permit Part 9.c; and,

- x. Conduct a construction site reviewer, operator, inspector training and submit the date of the training, method used, and method for documenting the employees trained.

(d) **Within 5 years of the effective date of this Order**, Respondent shall:

- i. Submit a complete inventory of the structural controls and roadway stormwater collections structures owned or operated by the Respondent in accordance with Permit Part III.A.1.; and,
- ii. Complete inspections of all structural controls and roadway stormwater collections structures owned or operated by the Respondent in accordance with Permit Part III.A.1.

(e) Within 60 days of the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report, bi-monthly (every two months), containing information regarding the status and progress of items required to be completed under this Order. Each report shall include information as to the compliance or noncompliance with the requirements of this Order, and reasons for noncompliance (if any).

7. **Within 60 days after the effective date of this Order and continuing until all corrective actions have been completed**, Respondent shall submit to the Department quarterly a written report containing information about the status and progress of projects being completed under this Order, supporting documentation, information about compliance or noncompliance with the applicable requirements of this Order, and any reasons for noncompliance.

8. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by paragraphs 6.a) through 6. c) **within six (6) months of the effective date of this Order** and be in full compliance with Rule 62-624, Fla. Admin. Code, and Section 40 CFR 122.26(d), regardless of any intervening events or alternative time frames imposed in this Order.

9. **Within 60 days of the effective date of this Order**, Respondent shall pay the Department \$62,852.92 in settlement of the regulatory matters addressed in this Order. This amount includes \$60,352.92 for administrative penalties and \$2,500 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

10. Respondent agrees to pay the Department stipulated penalties in the amount of \$200 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 5 through 8 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 11, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 9 of this Order.

11. Respondent shall make all payments required by this Order by cashier's check, money order, or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective, and filed with the Clerk of the Department before ability to make online payment is available.

12. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Michelle Bull, Environmental Consultant, NPDES Stormwater Program, Department of Environmental Protection, Mail Station 3585, 2600 Blair stone Road, Tallahassee, FL 32399.

13. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

14. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

15. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

16. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

17. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

18. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, Fla. Stat.

19. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, Fla. Stat. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), Fla. Stat.

20. This Consent Order is a final order of the Department pursuant to section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

21. Persons who are **not** parties to this Order but whose substantial interests are affected by it have a right, pursuant to Sections 120.569 and 120.57, Fla. Stat., to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, or received via electronic correspondence at Agency_Clerk@floridadep.gov, within **21 days** of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the Department Office named above at the address indicated. **Failure to file a petition within 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Fla. Stat.**

The petition shall contain the following information:

- a) The Department's Consent Order identification number (24-3045) and the county (Miami-Dade) in which the subject matter or activity is located;
- b) The name, address, telephone number and email address of each petitioner;
- c) The name, address, telephone number and email address of each petitioner's representative (if any), which shall be the address for service purposes during the course of the proceeding;
- d) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- e) A statement of when and how the petitioner received notice of the Consent Order;
- f) A statement of all material facts disputed by petitioner, if any;
- g) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;

- h) A statement of which rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- i) A statement of relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. **Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Fla. Stat., and to participate as a party to this proceeding.** Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Fla. Admin. Code.

A person whose substantial interests are affected by this Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Fla. Stat., or may choose to pursue mediation as an alternative remedy under Section 120.573, Fla. Stat., before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. Additional information about mediation is provided in Section 120.573, Fla. Stat., and Rule 62-110.106(12), Fla. Admin. Code.

22. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals.

23. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

24. Rules referenced in this Order may be examined at any Department Office or may be obtained by written request to the Department Office referenced in Paragraph 8 herein. The rules referenced in this Order are also available at: <https://floridadep.gov/ogc/ogc/content/rules>.

FOR THE RESPONDENT: CITY OF OPA-LOCKA, FLORIDA

The undersigned certifies that as the City Manager of CITY OF OPA-LOCKA, he is authorized and empowered to negotiate, enter into and execute, in the name and on behalf of the Respondent, any agreements, documents, instruments, certificates, including and without limitation, this Consent Order entered into between Respondent and the State of Florida Department of Environmental Protection.

Shamecca Lawson, City Manager

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DONE AND ORDERED this # day of Month, 2025, in Tallahassee, Leon County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Matthew Knoll
Deputy Director
Division of Water Resource Management

Filed, on this date, pursuant to section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Stormwater Penalty Calculation Worksheet

Violator's Name:	City of Opa Locka
Facility ID:	FLS000003-004 (FLS267180)
Date:	4/16/2025
Staff	Matt Irwin

☒ This calculation is for the purposes of settlement and the ELRA penalty schedule calculation exceeds \$50,000.

Permit Citation	Violation Description	Corrective Action	Timeline	Total
VIII.B.3.a	Failure to submit a complete BPCP.	Submit and implement a complete BPCP.	180 days	\$5,850
III.A.1	Failure to maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures owned or operated by the permittee.	Submit an up-to-date inventory of the structural controls and roadway stormwater collection structures owned or operated in accordance with Permit Part III.A.1. Conduct structural control inspection and maintenance in accordance with Permit Part III.A.1.	5 years whole of system inspection	\$3,000
III.A.2	Failed to maintain documentation of new development and significant redevelopment project review activity.	Conduct site plan review of new development and significant redevelopment applications for consistency with stormwater treatment regulations according to approved SOP.	90 days	\$3,900
III.A.3	Failure to develop and implement a litter control SOP.	N/A	N/A	\$750
III.A.3	Failure to maintain street sweeping SOP and document street sweeping activities and quantity of sweepings collected.	Conduct street sweeping in accordance with Permit Part III.A.3 and approved SOP.	180 days	\$1,800
III.A.3	Failure to develop/maintain roadway maintenance facility SOP.	Develop, submit and implement a roadway maintenance facility SOP in accordance with Permit Part III.A.3.	90 days	\$2,400
III.A.6	Failure to develop/maintain PHF application SOP. Failure to maintain a list of PHF applicator licenses.	Develop and submit a Pesticide, Herbicide and Fertilizer Application SOP in accordance with Permit Part III.A.6.	90 days	\$750

Stormwater Penalty Calculation Worksheet

III.A.6	Failure to develop/maintain PHF education and outreach SOP.	Develop, submit and implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers (PHF), in accordance with Permit Part III.A.6.	SOP 90 days	\$6,899
III.A.7.e	Failure to develop/maintain illicit discharge education and outreach SOP.		Records 180 days	
III.A.7.f	Failure to develop/maintain HHW education and outreach SOP.	Develop, submit and implement a Education and Outreach SOP for Illicit Discharge Reporting, Permit Part III.A.7.e. Develop, submit and implement a public education and outreach program to encourage the proper use		
III.A.7.c	Failure to develop/maintain proactive inspection SOP. Failure to conduct and document proactive illicit discharge inspections. Failure to develop/maintain reactive investigation SOP.	Conduct proactive illicit discharge inspections in accordance with Permit Part III.A.7.c.	Records 90 days	\$3,900
III.A.7.c	Failure to develop/maintain/implement illicit discharge training SOP.	Develop, submit and implement training SOPs in accordance with Permit Part III.A.7.c., 7.d, and 9.c	SOP 90 days	\$3,900
III.A.7.d	Failure to develop/maintain/implement spill prevention and response training SOP.	Conduct training and provide documentation of training for appropriate staff on illicit discharges in accordance with Permit Part III.A.7.c.	Training 180 days	
III.A.9.c	Failure to develop/maintain/implement construction site erosion and sedimentation control training SOP.	Conduct training and provide documentation of training for appropriate staff on spill prevention and response in accordance with Permit Part III.A.7.d. Conduct training and provide documentation of training for site plan reviewers, site operators, and site inspectors in accordance with Permit Part	Training 180 days Training 180 days	
III.A.7.d	Failure to develop/maintain spill response SOP.	Develop, submit and implement a spill response SOP in accordance with Permit Part III.A.7.d.	90 days	\$2,400

Stormwater Penalty Calculation Worksheet

III.A.7.g	Failure to develop/maintain SSO SOP.	NA	N/A	\$750
III.A.8.a	Failure to develop/maintain HRF SOP.	Develop, submit and implement an SOP which includes a determination of any HRF in accordance with Permit Part III.A.8.a. Develop a high-risk facility inventory.	90 days 90 days	\$5,850
III.A.9.a	Failure to develop/implement erosion, sediment, waste regulatory mechanism in accordance with Part II.E.1	Develop and submit an erosion, sediment, waste regulatory mechanism in accordance with Permit Part II.E.1.	Plan 90 days Adopt 180 days	\$6,899
III.A.9.a	Failure to implement an erosion and sediment control site plan review program including maintaining a site plan review SOP notifying applicants or maintain documentation of ERP/CGP, and conducting site plan reviews to ensure adequate BMPs are installed.	Develop and implement a pre-construction site plan review SOP that includes documenting review activity, notifying applicants that ERP and CGP coverage may be required, and confirming whether applicants received ERP or CGP coverage in accordance with Permit Part III.A.9.a. Conduct site plan reviews in accordance with the SOP immediately upon Department approval.	90 days records 180 days	\$6,899
III.A.9.b	Failure to develop/maintain/implement construction site inspection SOP.	Conduct construction site inspections in accordance with Permit Part III.A.9.b.	90 days	\$3,900

Subtotal **\$59,847**

Part II - Adjustments

Economic Benefit

Item		Dollar Amount
Failure to develop SOPs (17)		\$505.92

Economic Benefit = (Avoided Costs)(1-Corporate Tax Rate) + (Delayed Costs)(IRS Interest Rate)

\$505.92

IRS Interest Rate =5% (Based on 2018 Interest Rate for Underpayments.) & Corporate Tax Rate = 21%

Department Costs and Expenses:

\$2,500.00

\$62,852.92

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATIONS SERVICES FOR QUALIFIED FIRMS, ORGANIZATIONS, OR INDIVIDUALS TO MANAGE, MAINTAIN, AND OPERATE THE HISTORIC CITY HALL BUILDING AS SET FORTH IN THE DRAFT REQUEST FOR PROPOSALS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposal ("RFP") for Historic City Hall Management, Maintenance, and Operations Services for qualified firms, organizations, or individuals to manage, maintain, and operate the Historic City Hall building in a manner that preserves its historical integrity; and

WHEREAS, the selected proposer will be responsible for implementing the proposed adaptive reuse vision, including a museum, gift shop, event space, and mobile Moorish-themed coffee and tea shop; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP for Historic City Hall Management, Maintenance, and Operations Services, attached hereto as Exhibit "A", and further authorizes spending of up to Nine Hundred Dollars (\$900.00) for advertising purposes, if deemed appropriate.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for Historic City Hall Management, Maintenance, and Operations Services and further authorizes the spending of up to Nine Hundred Dollars (\$900.00) for advertising purposes, if deemed appropriate.

SECTION 3. SCRIVENER'S ERRORS

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

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

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect 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

Interim City Manager:	Shamecca Lawson		ICM Signature				
Commission Meeting Date:	July 9, 2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Interim City Manager		Department:	City Manager			

Short

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER ISSUE A REQUEST FOR PROPOSAL FOR THE MANAGEMENT, MAINTENANCE, AND OPERATIONS OF THE HISTORIC CITY HALL.

Staff Summary:

The Historic City Hall Opa-locka Administration building has been completed. The City of Opa-locka would like to issue a Request for Proposals for qualified firms, organizations, or individuals to manage, maintain, and operate the Historic City Hall building in a manner that preserves its historical integrity while maximizing community and economic benefits.

City Administration is proposing two options for the City Commission's consideration the first option is as follows:

Option A: The selected proposer will be responsible for implementing the proposed adaptive reuse vision, including a museum, gift shop, event space, and mobile Moorish-themed coffee and tea shop.

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

Attachment:

Draft RFP

CITY OF OPA-LOCKA



RFP: 25-TBA

Request for Proposals (RFP)

Historic City Hall Management, Maintenance, and Operation

Table of Contents

I. Proposal Guidelines

- a. Advertisement
- b. Proposal Submission
- c. Calendar Events/Important Dates
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II. Nature of Services Required

- a. Purpose
- b. Scope of Work
- c. Contents of Proposal

III. General Requirements

- a. Rules for Proposal
- b. Submission Guidelines
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IV. Evaluation and Selection Process

- a. Review of Proposals
- b. Evaluation Criteria

V. Attachments

- a. Proposer Qualifications
- b. Certification Regarding Debarment
- c. Drug Free Workplace
- d. Non-Collusion Affidavit
- e. Non-Discrimination Affidavit
- f. E-Verify Form
- g. Anti-Kick Back Affidavit
- h. Client Reference Form

ADVERTISEMENT



RFP 25-TBA

The sealed proposal for Historic City Hall Management, Maintenance, and Operation Services for the City of Opa-locka must be received at the City Clerk's Office on **TBA, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may 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 Qualifications (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-TBA Historic City Hall Management, Maintenance, and Operation Services.

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-TBA** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional Historic City Hall Management, Maintenance, and Operation Services.

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

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 25-TBA – **HISTORIC CITY HALL MANAGEMENT, MAINTENANCE, AND OPERATION SERVICES**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk’s Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

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

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

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City’s Purchasing Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

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

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

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

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

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

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

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

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

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

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate as a lobbying firm in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

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

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

Insurance Requirements

The selected proposer must maintain comprehensive insurance coverage throughout the term of the agreement, including but not limited to:

- **Commercial General Liability Insurance:**
Minimum coverage of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for bodily injury, personal injury, and property damage.
The City must be named as an **Additional Insured**.
- **Property Insurance:**
Coverage for damage, theft, or loss of any equipment, furnishings, or improvements within the building.
It must include coverage for fire, vandalism, and natural disasters.
- **Workers' Compensation Insurance:**
Coverage compliant with state law for all employees of the proposer.
Employers' Liability coverage of at least **\$500,000 per incident**.
- **Automobile Liability Insurance (if applicable):**
Minimum coverage of **\$1,000,000 per occurrence** for any vehicles used in the operation of the facility.
- **Umbrella/Excess Liability Coverage:**
Minimum of **\$2,000,000** in additional coverage beyond general liability limits.
- **Professional Liability Insurance (if applicable):**
If the proposer provides specialized professional services, such as consulting or educational programming, they must carry **\$1,000,000 in professional liability insurance**.
- **Indemnification Clause:**
The proposer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the proposer's operations or negligence.

All insurance policies must be provided by insurers licensed to operate in the state and must remain in force for the duration of the agreement. Proof of insurance coverage must be submitted to the City before contract execution and must be updated annually.

CALENDAR EVENTS

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

PART II NATURE OF SERVICES REQUIRED

2-1 PURPOSE FOR SERVICES

The City of Opa-locka (City) is seeking proposals from qualified firms, organizations, or individuals to manage, maintain, and operate the Historic City Hall building in a manner that preserves its historical integrity while maximizing community and economic benefits. The selected proposer will be responsible for implementing the proposed adaptive reuse vision, including a museum, gift shop, event space, and mobile Moorish-themed coffee and tea shop. The selected entity will enter into an agreement with the City to ensure the facility remains publicly accessible, is well-maintained, and is utilized in a manner consistent with its historic designation and any applicable state funding conditions.

2.2 SCOPE OF SERVICES

General Facility Management & Operations

The selected proposer will be responsible for the daily operations of the Historic City Hall building, ensuring that it remains a functional, welcoming, and historically preserved public space. Responsibilities include:

Museum & Gift Shop Management

Oversee daily operations of the museum, including exhibits and educational programming. Manage inventory and sales in the gift shop, ensuring local and historic-themed products are featured.

Maintain financial records and provide periodic reports to the City.

Event Space Administration

Manage event bookings and operations, ensuring compliance with city policies.
Coordinate with event organizers, vendors, and local businesses.
Provide logistical support for private and public events.
Adhere to block-out dates designated by the City for municipal events.

Mobile Moorish-Themed Coffee & Tea Shop Installation and Oversight (Adjacent to the Building)

Facilitate the setup, operation, and maintenance of a mobile coffee and tea shop.
Ensure alignment with the City's cultural and historical branding.
Promote public engagement through hospitality services.

General Maintenance & Upkeep

The proposer will be responsible for routine and preventative maintenance of the building and its facilities within an annual budget of approximately \$60,000. Maintenance duties include, but are not limited to:

Building Maintenance & Repairs: Ensure the facility remains in good condition, addressing repairs promptly.

Custodial Services: Provide regular cleaning and janitorial services for all publicly accessible areas.

HVAC, Electrical & Plumbing Systems: Perform routine inspections, servicing, and emergency repairs as needed.

Landscaping & Exterior Maintenance: Maintain the surrounding area, ensuring it remains clean and visually appealing.

Security & Safety: Implement safety measures to protect visitors and assets, including security personnel, surveillance systems, and emergency response planning.

Historic Preservation Compliance: Follow guidelines for maintaining the historic character of the building, ensuring any repairs or alterations comply with state and federal preservation regulations.

Public Access & Special Conditions:

Public Accessibility:

The building must remain accessible to the public during designated operating hours.
Entrance fees (if any) must be approved by the City and kept at a reasonable rate to encourage public engagement.
Any restrictions on access must be clearly communicated and justified.

City Event Block-Out Dates:

The City retains the right to reserve the facility for municipal events on predetermined block-out dates. The proposer must coordinate event scheduling to accommodate these City events without disruption. The City will provide an annual calendar of block-out dates in advance.

Compliance with Historic Preservation and State Funding Conditions:

All operations and maintenance must adhere to regulations associated with state and federal funding for historic rehabilitation. Any modifications, renovations, or repairs must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The proposer must submit reports demonstrating compliance with historic preservation requirements.

Financial Management & Reporting:

The proposer must provide an annual budget and financial report to the City.
Revenue generated from operations must be reinvested into the facility's maintenance and programming.
The City reserves the right to audit financial and operational records as needed.

Community Engagement & Programming:

The proposer must develop educational and cultural programs aligned with the City's vision. Partnerships with local schools, businesses, and cultural organizations are encouraged to enhance public engagement.

2.3 TERMS AND PERFORMANCE REVIEWS

The agreement shall commence upon the City's final execution. The initial term will be three (3) years, with a two (2) year renewal option based on performance.

Performance Review:

Performance will be reviewed annually based on key performance indicators, including facility maintenance, financial management, and public engagement metrics. Failure to comply with the agreement terms may result in termination.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

MINIMUM REQUIREMENTS

Interested proposers must submit a detailed proposal including:

- Organizational background and experience managing similar historic or public facilities.
- Operational plan for managing the facility, including staffing and programming.
- Maintenance plan and strategy for preserving the building's historic integrity.
- Proposed financial model, including projected revenue and expenses.
- Community engagement and programming approach.
- Compliance strategy for state and federal historic preservation requirements.

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 proposal for firm to be considered:

- 3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number,

name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

3.2.4.6 Give the date business was organized and/or incorporated

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

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

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

3.2.5 Tab 5 – Experience and Qualifications

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

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

3.2.6 Tab 8 – References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Historic City Hall Management, Maintenance, and Operation Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.7 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit

- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

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

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

Category	Weighted Points
Experience and Qualifications The extent to which the proposer demonstrates relevant experience and the qualifications of key personnel assigned to the project. This includes the firm's overall capacity to perform the required work, depth of expertise in similar projects, and the credential of project leaders and technical staff. Preference will be given to proposers with a proven track record in similar scopes, scales, and community settings.	30%
Financial and Operational Feasibility Assessment of the proposer's financial stability, budget rationale, and the practicality of their proposed timeline and resource allocation. This includes a review of cost efficiency, alignment of budget with deliverables, and the proposer's ability to complete the project within the proposed schedule and available funding.	25%
Approach to Historic Preservation and Compliance Evaluation of the proposer's understanding and methodology for ensuring compliance with local, state, and federal historic preservation standards. The proposer should demonstrate a strong preservation ethic, awareness of regulatory requirements (e.g., SHPO, Section 106), and a thoughtful integration of preservation principles in project execution.	20%

Community Impact and Engagement Strategy The strength and creativity of the proposer’s plan for engaging the community throughout the project. This includes inclusivity, public communication strategies, outreach to stakeholders, and potential for generating positive and lasting community impact.	15%
References and Past Performance Quality and relevance of past performance on similar projects as verified through references. The evaluation will consider client satisfaction, the proposer’s ability to meet timelines and budgets, and overall reliability and professionalism as evidenced by prior engagements.	10%
TOTAL	100%

4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

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

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

4-4 FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation for submission to the City Commission for final approval. Upon

Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature _____

Printed Name _____

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

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

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

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

Date

Signature

RFP 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2025.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

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

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, **2025**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR HISTORIC CITY HALL INNOVATIVE AND SUSTAINABILITY FOR MANAGEMENT, MAINTENANCE, AND OPERATION PLANS SERVICES FOR QUALIFIED FIRMS, ORGANIZATIONS, OR INDIVIDUALS TO MANAGE, MAINTAIN, AND OPERATE THE HISTORIC CITY HALL BUILDING, AS DESCRIBED IN THE REQUEST FOR PROPOSALS DRAFT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposal ("RFP") for Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans Services for qualified firms, organizations, or individuals to manage, maintain, and operate the Historic City Hall building in a manner that preserves its historical integrity; and

WHEREAS, the selected proposer will be responsible for overseeing the daily operations of Historic City Hall, ensuring its functionality, accessibility, and preservation. The City welcomes diverse proposals that may include, but are not limited to: Cultural & Educational Uses, Commercial Uses, Community Engagement Spaces, Mixed-Use Proposals; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue a Request for Proposals (RFP) for Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans Services, attached hereto as Exhibit "A", and further authorizes spending of up to Nine Hundred Dollars (\$900.00) for advertising purposes, if deemed appropriate.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans Services and further authorizes the spending of up to Nine Hundred Dollars (\$900.00) for advertising purposes, if deemed appropriate.

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect 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

Interim City Manager:	Shamecca Lawson		ICM Signature				
Commission Meeting Date:	July 9, 2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Interim City Manager		Department:	City Manager			

Short

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER ISSUE A REQUEST FOR PROPOSAL FOR THE ADAPTIVE USE, MANAGEMENT, MAINTENANCE, AND OPERATIONS OF THE HISTORIC CITY HALL.

Staff Summary:

The Historic City Hall Opa-locka Administration building has been completed. The City of Opa-locka would like to issue a Request for Proposals for qualified firms, organizations, or individuals to manage, maintain, and operate the Historic City Hall building in a manner that preserves its historical integrity while maximizing community and economic benefits.

City Administration is proposing two options for the City Commission's consideration the second option is as follows:

Option B: Request for Open Proposals that are: Innovative and Sustainable Options for Management, Maintenance, and Operation

The selected proposer will be responsible for overseeing the daily operations of Historic City Hall, ensuring its functionality, accessibility, and preservation. The City welcomes diverse proposals that may include, but are not limited to:

- Cultural & Educational Uses
- Commercial Uses
- Community Engagement Spaces
- Mixed-Use Proposals

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

Attachment:

Draft RFP

CITY OF OPA-LOCKA



RFP: 25-TBA

Request for Proposals (RFP)

**Historic City Hall Innovative and Sustainability
for Management, Maintenance, and Operation Plans**

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ADVERTISEMENT



RFP 25-TBA

The sealed proposal for Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans for the City of Opa-locka must be received at the City Clerk's Office on **TBA, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may 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 Qualifications (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-TBA Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans.

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-TBA** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans.

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

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 25-TBA – **Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk’s Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate as a lobbying firm in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

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

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

Insurance Requirements

The selected proposer must maintain comprehensive insurance coverage throughout the term of the agreement, including but not limited to:

- **Commercial General Liability Insurance:**
Minimum coverage of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for bodily injury, personal injury, and property damage.
The City must be named as an **Additional Insured**.
- **Property Insurance:**
Coverage for damage, theft, or loss of any equipment, furnishings, or improvements within the building.
It must include coverage for fire, vandalism, and natural disasters.
- **Workers' Compensation Insurance:**
Coverage compliant with state law for all employees of the proposer.
Employers' Liability coverage of at least **\$500,000 per incident**.
- **Automobile Liability Insurance (if applicable):**
Minimum coverage of **\$1,000,000 per occurrence** for any vehicles used in the operation of the facility.
- **Umbrella/Excess Liability Coverage:**
Minimum of **\$2,000,000** in additional coverage beyond general liability limits.
- **Professional Liability Insurance (if applicable):**
If the proposer provides specialized professional services, such as consulting or educational programming, they must carry **\$1,000,000 in professional liability insurance**.
- **Indemnification Clause:**
The proposer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the proposer's operations or negligence.

All insurance policies must be provided by insurers licensed to operate in the state and must remain in force for the duration of the agreement. Proof of insurance coverage must be submitted to the City before contract execution and must be updated annually.

CALENDAR EVENTS

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

PART II NATURE OF SERVICES REQUIRED

2-1 PURPOSE FOR SERVICES

The City of Opa-locka (City) is seeking proposals from qualified entities for the management, maintenance, and operation of the Historic City Hall building. The City is open to innovative and sustainable proposals that respect the historical integrity of the building while maximizing community, cultural, and economic benefits. The selected proposer will be responsible for ensuring that the building remains accessible to the public, is well-maintained, and is utilized in a manner consistent with its historic designation and any applicable state funding conditions. The City encourages creative proposals that contribute to the long-term sustainability of the building, whether through cultural programming, commercial use, educational initiatives, event hosting, or other viable solutions that align with community needs and economic development.

2.2 SCOPE OF SERVICES

A. Facility Management & Operations

The selected proposer will be responsible for overseeing the daily operations of Historic City Hall, ensuring its functionality, accessibility, and preservation. The City welcomes diverse proposals that may include, but are not limited to:

Cultural & Educational Uses: Museums, art galleries, cultural centers, or learning spaces.

Commercial Uses: Retail shops, co-working spaces, hospitality ventures (e.g., cafes, restaurants).

Community Engagement Spaces: Event spaces, meeting rooms, civic or nonprofit hubs.

Mixed-Use Proposals: A combination of the above or other innovative concepts that ensure sustainability.

All proposals must:

- Maintain historical integrity and comply with state funding requirements.
- Ensure public accessibility during agreed-upon hours.
- Align with community interests and contribute positively to the local economy.

B. General Maintenance & Upkeep

The proposer will be responsible for routine and preventative maintenance of the building within an annual budget of approximately \$60,000. Responsibilities include:

- Building Maintenance & Repairs: Regular inspections and timely repairs.
- Custodial Services: Cleaning and janitorial upkeep of all public spaces.
- HVAC, Electrical & Plumbing Systems: Routine servicing and emergency repairs.
- Landscaping & Exterior Upkeep: Maintaining the surrounding property.
- Security & Safety: Implementing appropriate security measures, including surveillance and emergency response planning.
- Historic Preservation Compliance: Ensuring any modifications or repairs follow state and federal preservation standards.

C. Public Access & Special Conditions

Public Accessibility:

- The building must remain open to the public during designated hours.
- Any proposed entry fees or restricted access policies must be approved by the City.

City Event Block-Out Dates:

- The City retains the right to reserve the facility for municipal events on predetermined dates.
- The proposer must coordinate scheduling to accommodate these events.

Compliance with Historic Preservation and State Funding Conditions:

- All activities must align with preservation standards and funding guidelines.
- Modifications or repairs require prior approval from relevant preservation authorities.
- The proposer must submit compliance reports as required.

Financial & Operational Reporting:

- The proposer must provide an annual budget and financial report to the City.
- Revenue generated from operations should contribute to facility upkeep and sustainability.
- The City reserves the right to audit financial and operational records.

Community Engagement & Programming:

- Proposers are encouraged to integrate educational, cultural, or community-focused programming.
- Partnerships with local organizations, schools, and businesses are encouraged.

2.3 TERMS AND PERFORMANCE REVIEWS

The agreement shall commence upon the City's final execution. The initial term will be three (3) years, with a two (2) year renewal option based on performance.

Performance Review:

Performance will be reviewed annually based on key performance indicators, including facility maintenance, financial management, and public engagement metrics. Failure to comply with the agreement terms may result in termination.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

MINIMUM REQUIREMENTS

Interested proposers must submit a detailed proposal including:

- Organizational Background & Experience: Demonstrated experience managing similar properties or operations.
- Proposed Use & Operational Plan: A detailed explanation of how the building will be utilized, including proposed services, business model, and public accessibility.
- Maintenance & Preservation Plan: Strategies for upkeep while maintaining historical integrity.
- Financial Proposal: Projected revenue, funding sources, and sustainability plan.
- Community & Economic Impact Plan: How the proposal will benefit residents, businesses, and tourism.
- Compliance Strategy: Plan to adhere to state and federal historic preservation requirements.
- Proof of Insurance: Certificates of insurance meeting the City's requirements.

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 proposal for firm to be considered:

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

3.2.4.6 Give the date business was organized and/or incorporated

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

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

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

3.2.5 Tab 5 – Experience and Qualifications

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

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

3.2.6 Tab 8 – References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Historic City Hall Innovative and Sustainability for Management, Maintenance, and Operation Plans have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.7 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

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

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

Category	Weighted Points
Vision and Sustainability of the Proposed Use Evaluation of the proposer's long-term vision for the site or facility, including alignment with the goals of the project and the broader community context. Proposals will be assessed on creativity, clarity of purpose, potential for adaptive reuse, and the long-term sustainability of the proposed use. Priority will be given to proposals that present a compelling and achievable vision with lasting public value.	30%
Financial Feasibility and Revenue Potential Assessment of the financial soundness of the proposal, including realistic budgeting, cost projections, funding sources, and anticipated revenue generation. Reviewers will consider the proposer's financial assumptions, funding commitments, and the potential for economic self-sufficiency and positive return on investment.	25%
Approach to Historic Preservation and Compliance Evaluation of the proposer's methodology for integrating historic preservation into the project. This includes compliance with applicable local, state, and federal preservation requirements, such as the Secretary of the Interior's Standards, and a demonstrated commitment to maintaining the historical integrity of the property. Strong proposals will reflect an informed and respectful approach to preservation and regulatory adherence.	20%
Community Impact and Engagement Strategy The proposer's strategy for engaging community members and stakeholders throughout the project lifecycle. Evaluators will assess inclusiveness, outreach methods, alignment with community needs, and plans for ensuring the project delivers measurable community benefits. Special consideration will be given to proposals that include participatory planning, local partnerships, and programming designed to foster equitable access.	15%
Organizational Experience and Capacity The proposer's overall experience, qualifications, and operational capacity to implement and manage the proposed project. This includes staff qualifications,	10%

previous success with similar projects, internal infrastructure, and readiness to proceed upon contract award. Proposals should reflect the organization's reliability, accountability, and ability to deliver on complex initiatives.	
TOTAL	100%

4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

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

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

4-4 FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

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

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature _____

Printed Name _____

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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

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

Date

Signature

RFP 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2025.

By _____

Personally known _____ OR produced identification _____

Notary Public

My Commission Expires _____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

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

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, **2025**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM BECKER & POLIAKOFF, P.A. FOR FEDERAL, STATE AND LOCAL LEGISLATIVE LOBBYING SERVICES, PURSUANT TO RFQ NO. 25-0514200 AND FURTHER AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BECKER & POLIAKOFF, P.A. FOR SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 7, 2025, the City of Opa-Locka ("City") published Request for Qualifications (RFQ) 25-0514200 for Federal, State and Local (Miami-Dade) Legislative Lobbying Services; and

WHEREAS, two (2) sealed Qualifications were received by the City Clerk's Office and certified by the City Clerk on May 14, 2025; and

WHEREAS, the Evaluation Committee reviewed the Qualifications and subsequently selected Becker & Poliakoff, P.A. as the most responsive responsible bidder; and

WHEREAS, the Interim City Manager recommends entering into an agreement with Becker & Poliakoff, P.A., in an amount not to exceed Ten Thousand Dollars (\$10,000.00) monthly; and

WHEREAS, the City Commission finds that acceptance of Becker & Poliakoff, P.A.'s proposal for Federal, State and local (Miami-Dade) Legislative Lobbying Services and entering into an agreement with said company 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 Becker & Poliakoff, P.A., relating to Request for Qualifications (RFQ) 25-0514200, for Federal, State and local Legislative Lobbying Services, and authorizes the Interim City Manager to enter into an agreement, attached hereto as Exhibit "A", for an amount not to exceed Ten Thousand Dollars (\$10,000.00) monthly.

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:	July 9, 2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading 2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes No X	Yes No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> 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 X	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL OF BECKER & POLIAKOFF, P.A. FOR MIAMI-DADE, FEDERAL, STATE LEGISLATIVE LOBBYING SERVICES PURSUANT TO RFQ NO. 25-0514200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BECKER & POLIAKOFF, P.A. FOR SAID SERVICES.

Staff Summary:

Request for Qualifications (RFQ) 25-0514200 was published on April 7, 2025, for Miami-Dade, Federal, State Legislative Lobbying Services. Two (2) companies submitted a proposal document which were certified by the City Clerk on May 14, 2025.

A Selection Board of four City employees was convened to review the proposals of the two bidders and evaluate each firm regarding their Miami-Dade, Federal, State Legislative Lobbying Services proposal. The Selection Board scored the bidders on a maximum of 5.00 points per category based on the following criteria:

1. Experience, Capability and Staffing Qualification
2. Methodology
3. Working Relationship
4. References

After careful consideration, the committee recommends engaging Becker & Poliakoff, P.A. for Miami-Dade, Federal, State Legislative Lobbying Services. Becker & Poliakoff is highly qualified to represent the City of Opa-Locka, thanks to its extensive institutional knowledge, strong relationships, and proven track record in securing state and federal funding. The firm's bipartisan lobbying team offers integrated services across local, state, and federal levels, ensuring a cohesive strategy throughout the government.

With over 30 years of experience in legislative advocacy for cities, counties, school districts, universities, and public agencies, Becker & Poliakoff specializes in various services. These include drafting legislation, conducting regulatory analyses, acquiring grants and appropriations, and providing year-round strategic lobbying. Their reputation is backed by tangible results, including successful appropriations, timely legislative intelligence, and 24/7 client accessibility. Becker can effectively advocate for funding, policy changes, and community advancement initiatives for municipal clients like Opa-Locka.

Proposed Action:

Staff recommend the City Commission approve the recommendation for Becker & Poliakoff, P.A and authorize the City Manager to enter into an agreement with said company.

Attachment:

Bid Certification
RFQ 25-0514200
Bid Proposal



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR QUALIFICATIONS
RFQ NO. 25-0514200**

Miami-Dade County, Federal, State Legislative Lobbying 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 14, 2025 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 8:27 a.m. on the 15th day of May 2025.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

- 1. Becker & Poliakoff, P.A.
2525 Ponce De Leon Blvd, Suite 825
Coral Gables, FL 33134
Contact: Yolanda Cash Jackson, Shareholder, State Lobbying Lead
Tel: 305-431-2976
Email: yjackson@beckerlawyers.com**
- 2. TSG Advocates DC, LLC
1300 Pennsylvania Avenue NW
Suite 190-404
Washington, DC 20004
Contact: Chase Kroll, Lead Lobbyist
Tel: 202-792-5010
Email: kroll@tsgadvocates.com**

Please note the proposals for Becker & Poliakoff, P.A. and TSG Advocates DC, LLC were submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer, Junior Bergel on May 15, 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



THE CITY OF
OPA-LOCKA
FLORIDA

REQUEST FOR QUALIFICATIONS

RFQ NO: 25-0514200

DUE MAY 14, 2025, AT 2PM

Becker
beckerlawyers.com

Miami-Dade County, Federal, State Legislative Lobbying Services

Yolanda Cash Jackson, Shareholder, State Lobbying Lead
yjackson@beckerlawyers.com; (305) 431-2976

Clarence Williams, Sr. Public Advocacy Director, Federal Lobbying Lead
clwilliams@beckerlawyers.com; (202) 621-7264

MIAMI DADE
2525 Ponce de Leon Blvd, Suite 825
Coral Gables, FL 33134
Tel: 305.262.4433 | Fax: 305.442.2232

WASHINGTON, D.C.
1275 K Street, N.W., Suite 850
Washington, D.C. 20005
Tel: 202.621.7122 | Fax: 202.330.5464

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3.2.3 Tab 2 - Letter of Transmittal

May 14, 2025

Dear City of Opa-Locka Selection Team:

Legislative advocacy is more important than ever for local governments during these uncertain political times. The Becker team is committed to using its historical knowledge and deep insights into the City of Opa-Locka to create new opportunities, prevent potential loss and risk, and achieve your local, state, and federal legislative goals.

From 1999-2016, Becker had the privilege of advocating and addressing important issues regarding legislation, services, and funding on behalf of the City of Opa-Locka (the City). Becker's state lobbying team proudly began representing Opa-Locka again last session, in August 2023. Since then, we have assisted the City in actively engaging with the Joint Legislative Auditing Committee to ensure transparency and improve operations. We are eager to continue to help the City in Tallahassee and to take advantage of funding and other opportunities in Washington, D.C. We have carefully read your scope of services, understand your priorities, and commit to performing the work required by the RFQ and exceeding those expectations.

Becker's State and Federal Lobbying Team Work Hand in Hand

Becker offers the unique opportunity to work with one integrated local, state and federal lobbying team. Our state team is already tracking several bills for legislation including affordable housing, local business taxes, utility services, community redevelopment associations, and stormwater management systems. The state and federal lobbyists work together seamlessly for numerous municipalities including Miami, Palatka, Cape Coral, Lauderhill, West Park, Miami Gardens, Lighthouse Point, and North Lauderdale. Our "one-team" approach allows us to be more strategic in funding requests by leveraging combined state and federal programs and contacts to create stronger intergovernmental relationships, leading to **greater funding success**.

Your Proposed Federal and State Lobbying Team

Becker is a Florida-based multi-state law and lobbying firm with 150-plus lawyers, lobbyists, and professional staff. The firm, founded in 1973 with eighteen offices in Florida, New York, New Jersey and Washington, D.C, has a proven track record of high performance on similar lobbying contracts for local governments. The firm is considered one of Florida's largest and most influential homegrown firms. Our veteran lobbying team includes experienced, diverse (in gender, race, nationality, political party), and well-connected state and federal lobbyists, several of whom grew up in Miami Dade County and understand the community. Each team member has in-depth personal knowledge of the legislative, appropriations, grant, and rule-making processes. Our client list is long and varied; we are proud of our many 20+ year clients, including cities, counties, private businesses, universities, school boards, trade associations, and community-based education groups.

Technical Qualifications

Team leaders, **Yolanda Cash Jackson** and **Clarence Williams**, will be your primary points of contact. Yolanda Cash Jackson has represented local governments in Tallahassee since 1999.

Her extensive experience representing a wide array of public and private clients makes her one of Tallahassee's most prominent lobbyists. She is especially proud of her success using creative partnerships to secure funding for clients. Clarence Williams spent eight years working in the Florida Legislature before moving to Washington, D.C. He understands the intricate interplay between state and federal government programs and how to maximize funding benefits. He is also the former Chief of Staff & Legislative Director for former South Florida Congressman Kendrick Meek, where he worked closely with Miami-Dade cities such as Opa-Locka.

Yolanda and Clarence are authorized to make representations on behalf of the Firm.

- Yolanda Cash Jackson, Shareholder, State Lobbying Team Leader
1 East Broward Blvd., Suite 1800, Ft. Lauderdale, FL 33301: P: (305) 431-2976
- Clarence Williams, Senior Public Advocacy Director, Federal Lobbying Team Leader
Address: 1275 K Street, NW, Suite 850, Washington, D.C. 20005; P: (202) 725-8770

Summary of Work to be Performed

As you know, our experienced state and federal lobbying team is proficient in drafting, analyzing, and advocating for legislation, securing appropriations and grants, evaluating and responding to administrative procedures and all facets of representation before the legislative and executive branches of government. Our clients like you tell us how much they appreciate our ability to help them set priorities and develop realistic common-sense strategies to achieve real results. We are laser-focused on results-driven return on investment.

As your state and federal lobbyists, we will leverage our knowledge, expertise, abilities, and connections to help the City achieve both its immediate and long-term priorities, while building a strong foundation for future goals. Our lobbying approach, detailed in Tab 5, outlines our step-by-step project management plan with clear timelines and defined roles. Together, we will develop an advocacy plan that identifies key priorities and outlines specific engagement tactics with federal agencies and congressional allies, including milestones to ensure accountability.

Representing local governments in Tallahassee and Washington, D.C. is a specialty of the Becker lobbying team. Simply put, there is no learning curve. Becker lobbyists understand city issues and the unique public nature of representing local governments.

Added Value to the City of Opa-Locka

In sum, our local knowledge, boutique-style hands-on approach, integrated state and federal lobbying teams, brand lobbying process, and proven track record of securing state and federal funding and policy changes for Opa-Locka and other local government clients, provide a tangible advantage over traditional lobbying firms. We stand ready to continue providing vigorous representation and would consider it a privilege to do so. Thank you for your consideration.

Sincerely,



Gary C. Rosen, President
grosen@beckerlawyers.com

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

Becker & Poliakoff, P.A.

3.2.4.2 Mailing Address and Phone Number.

Fort Lauderdale Headquarters

1 East Broward Blvd., Suite 1800, Ft. Lauderdale, FL 33301
Tel: 954.987.7550 | Fax: 954.985.4176

Miami Dade

2525 Ponce de Leon Blvd, Suite 825, Coral Gables, FL 33134
Tel: 305.262.4433 | Fax: 305.442.2232

Washington, D.C.

1275 K Street, N.W., Suite 850, Washington, D.C. 20005
Tel: 202.621.7122 | Fax: 202.330.5464

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.

State Lobbying

Yolanda Cash Jackson, Shareholder
yjackson@beckerlawyers.com; P: (305) 431-2976

Federal Lobbying

Clarence Williams, Senior Public Advocacy Director
clwilliams@beckerlawyers.com; P: (202) 725-8770

3.2.4.4 Normal business hours.

Monday through Friday, 8:30AM – 5:30PM; Each member of the Becker lobbying team is available 24 hours a day; 7 days a week; 365 days a year.

The City of Opa-Locka will have 24/7 access to all team members. The team understands the importance of “on call” availability and accessibility, day or night, on weekends or holidays. Whether it is daytime meetings, evening fundraisers, or weekend social events, the team is always working to gain insights, share information, and advocate for the City. The business of government relations never stops and neither do our team members. In fact, they thrive on it.

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

Becker is a Florida corporation. A copy of our “active” status is included below.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
BECKER & POLIAKOFF, P.A.

Filing Information

Document Number	490721
FEI/EIN Number	59-1640708
Date Filed	12/22/1975
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	10/19/2022
Event Effective Date	NONE

Principal Address

1 EAST BROWARD BLVD #1800
FT LAUDERDALE, FL 33301

Changed: 10/22/2020

Mailing Address

1 EAST BROWARD BLVD #1800
FT LAUDERDALE, FL 33301

Changed: 10/22/2020

3.2.4.6 Give the date business was organized and/or incorporated

Becker & Poliakoff was incorporated on December 22, 1973.

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.

Fort Lauderdale Headquarters

36 attorneys, 3 lobbyists, 91 support staff

Miami Dade

10 attorneys, 2 lobbyists, 19 support staff

Washington, D.C.

2 attorneys, 11 lobbyists, 3 support staff

Tallahassee (during Session)

9 lobbyists

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.

Becker Law, PLLC is our parent company. Becker & Poliakoff, P.A is a subsidiary.

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.

Becker is licensed, permitted and certified to do business in the State of Florida. A copy of our certificate of status is included below.

***State of Florida
Department of State***

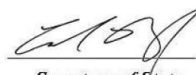
I certify from the records of this office that BECKER & POLIAKOFF, P.A. is a corporation organized under the laws of the State of Florida, filed on December 22, 1975.

The document number of this corporation is 490721.

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 January 29, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2025*



Secretary of State

Tracking Number: 9005303403CC

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

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

3.2.5 Tab 5 Experience and Qualifications

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

Becker has been in business for 52 years.

Becker is a uniquely qualified Florida-based law and lobbying firm, founded in 1973. Today, the firm includes 150 lawyers, lobbyists, and professional staff in 18 offices across Florida, New Jersey, New York, and Washington, D.C.

Government Law and Lobbying has been a core practice area within the firm for more than thirty years. For each of our clients, our goal is to assist with the coordination, development, and ultimately, the success of its legislative program by providing the highest quality, professional, and experienced lobbying services. Our close working relationships with legislative and executive branch leaders and the Florida delegation, along with our extensive network of contacts and deep knowledge of your priority issues, will allow us to provide the City with highly specialized, comprehensive lobbying representation. For decades, Becker has proudly represented cities, counties, and other public entities before the legislative and executive branches in Tallahassee and Washington, D.C. The synergy of one seamless, integrated state and federal lobbying team demonstrates the value of knowing how to take advantage of the interplay between state and federal funding.

Becker provides
unparalleled advocacy
across local, state, and
federal government levels.

No other firm has a deeper understanding of Florida's communities, its people, or economy. Our lawyers and lobbyists have engaged in nonprofit work, commercial business, and the law in every part of the state for over 50 years. Our work includes statewide and regional economic development through Board leadership with organizations such as Enterprise Florida (and its predecessor and successor), Greater Ft. Lauderdale Alliance, and the Miami-Dade Beacon Council. As lawyers and lobbyists, we represent some of Florida's most important institutions, cities, counties, school boards, universities, major employers, and trade associations.

Few lobbying firms know how
to **leverage state and federal
funding** like the Becker team
does for its clients.

Becker has carefully cultivated its team's growth to maintain the Firm's fundamental commitment to excellence, camaraderie, and diversity. The Becker team uses its combined years of lobbying experience, knowledge, relationships, and expertise to implement our client's priorities in Tallahassee and Washington, D.C. Our team has personal experience working in the Florida Legislature, Executive Branch, and on Capitol Hill, with a proven track record of representing cities, counties, schools, and other entities in securing appropriations and grants, and advocating for policy changes through legislation.

3.2.5.2 Identify the Proposer RFQ as listed in section 2-2 of the Scope of Services.

Representing local governments is a specialty practice for Becker. Our team has been at the forefront of major policy issues over the last several years on behalf of our clients at all levels of government. Our “secret” formula for success is that we are obsessive about learning the institutional history behind an issue or appropriation request, reading every piece of legislation, including amendments and the budget, to ensure that our clients are protected. This practice helps us position our clients to be successful, by knowing what legislation is moving, what legislation is “dead on arrival,” who are the champions and who are the antagonists. Legislative intelligence is the key to effective lobbying. Our team knows where to get it and how to use it to represent our clients.

- a) Report and meet with the Interim City Manager or City Manager on a weekly basis, or on an as needed basis, during the Florida Legislature’s legislative session on those issues important to the City and the actions taken on such issues.***

The Becker team will continue to work closely with the City Manager and other designated staff to research issues and provide due diligence on legislative opportunities and/or potential threats at both the state and federal level. During the session, the Becker team provides weekly, sometimes daily updates about the fast-paced legislative calendar, especially towards the end of the session and special session(s).

Once the session ends, we will review the 2025 legislative priorities, assess their current status, and adapt unmet goals to align with 2025-26 realities. Together, we’ll develop a legislative priority program that reflects the City’s evolving needs. We will also coordinate legislative workshops to help the City identify new opportunities and refine priorities, ultimately converting them into a focused list of action items supported by an effective public affairs strategy.

- b) Report and meet with the Interim City Manager or City Manager monthly, or on an as needed basis, when the Florida Legislature is not in session.***

After the Legislative session, the Becker State Lobbying team will provide the City with a final report summarizing all passed legislation and a detailed appropriations report highlighting Opa-Locka’s successes. The team will also meet in person with City officials to review legislative outcomes and discuss ongoing priorities and related strategies for achieving. This could include, for example, setting up site visits for legislators or committee staff to visit the City or work with state agencies on regulatory issues.

We will work with the City to identify both state and federal priorities for the coming year. Throughout the Summer, our team engages with legislators in their home districts and meets with candidates at both the state and federal levels to gather insights on municipal issues and shifting political dynamics. These efforts help inform and shape next year's legislative agenda.

- c) Prepare monthly reports (weekly during the Legislative session), in a timely manner, advising the City Manager of the status of all issues that they are monitoring or tracking that may affect the City of Opa-locka, the actions taken on such issues, and recommendations for future actions on such issues.***

Communication between the City of Opa-Locka and the Becker team is critical to successful advocacy. Communication with the City will be through written materials, oral interaction, electronic reporting, and in-person meetings. The information will be focused, concise, and tailored to the City's legislative agenda. Our decades of experience representing local elected officials help distinguish our approach from other firms. We understand the sensitivities of public sector representation and the importance of regular communication and transparency. We will establish ongoing discussions through written reports and oral communication including:

- a. Written activity reports and updates on pending legislation and City priorities.
- b. General congressional information such as major legislative initiatives, session and committee calendars, staff contacts
- c. Informal conversations and meetings on the status of City priorities including trends or intelligence that will help City leaders and staff stay up to date on City priorities
- d. Video Conference updates on the progress of the City's state and federal agenda.
- e. Tallahassee and D.C. Fly In programming, agenda setting, talking points and other preparation
- f. In-person presentations to City leaders and staff on the status of the state and federal Agenda.

Our State Lobbying Team provides daily updates during the Session, plus, at minimum, weekly reports, and/or meetings with City leaders during the Legislative session. The weekly written reports during the Session track the status of priority legislation reflecting progress toward accomplishing the objectives outlined in the legislative action plan, regulations implementing same, disbursement of appropriations, and any other information on legislative and/or executive issues being tracked or monitored. We will also provide an end-of-session report with the final status of legislative priorities, related items, analysis, and recommendations for future actions. The Firm also uses Lobby Tools software to track legislation and electronically provide real-time reporting. Team members provide verbal updates daily (sometimes several times a day) during Session.

Below is an example of a recent state lobbying newsletter.



www.beckerlawyers.com

Becker's State Lobbying Update: Week 9, April 28 – May 5, 2025

05.05.2025 | Client Advisory | Download

Ellyn Setnor Bogdanoff, Bernie Friedman, José K. Fuentes, Yolanda Cash Jackson, Max Losner, Lance H. Lozano, Nicholas G. Matthews, LaToya Sheals, Cody Rogers, Jileah Wilder



Hot Topics

"2025 Legislative Session Extended and Budget"

On Friday, May 2, both chambers announced that the 2025 Legislative Session has been extended to Friday, June 6, 2025. During this time, the Legislature may only consider the General Appropriations Act, implementing bills, and conforming bills. All other bills are indefinitely postponed and withdrawn from consideration as of Saturday, May 3, 2025. Senate President Albritton and House Speaker Perez also announced that they have reached allocations and that budget conference committees will begin during the Week of May 12th. Members are expected to return to Tallahassee during this week and shall remain until business is complete but no longer than June 6, 2025.

"2025 Regular Session"

As of Friday, May 2, 2025, a total of 243 bills passed both chambers, with 223 waiting to be presented to the Governor. Currently, 19 bills have been approved and signed by Governor DeSantis.

"Select Committee on Property Taxes"

On Tuesday, April 29th, House Speaker Perez announced the formation of the Select Committee on Property Taxes to look into property tax relief for Floridians, including reviewing the current state of property taxes and exploring new policy solutions to reduce the financial burden on homeowners in the state. This select committee will be chaired by Representatives Vicki Lopez of Miami-Dade County and Toby Overdorf of Martin and St. Lucie counties. The committee will meet over the next coming months to study five major proposals, including requiring local governments to hold referendums on eliminating property taxes, expanding the homestead exemption to \$500,000 or up to \$1 million for seniors and long-term homeowners, giving the Legislature authority to increase exemptions without voter approval, altering caps on property tax increases to slow local government growth, and banning foreclosures over unpaid taxes. These five proposals will most likely require constitutional amendments, meaning voters must approve any proposed changes in the 2026 election. The first meeting was held on Friday, May 2nd.

"Governor's Activity"

On Friday, May 2, Governor DeSantis was presented with the following bill:

HB 1205 Amendments to the State Constitution by Representative Persons-Mulicka strengthens the regulation and accountability over the citizen initiative petition process for amending the State Constitution. It requires the Secretary of State to receive the ballot title, ballot summary, full text of the Amendment, and a financial impact statement before submitting any initiative petition to the Attorney General. It revises the Attorney General's criteria for petitioning the Supreme Court for an advisory opinion, including ensuring compliance with the financial impact statement. The bill also mandates sponsors to deliver signed petitions promptly to supervisors of elections, impose stricter penalties for late submissions, and declare sponsors fiduciaries to petition signers. In addition, the bill expands the supervisor of elections' responsibilities for verifying, scanning, and tracking signatures, including sending notices to voters whose petition forms are validated. Lastly, the bill requires rescinding a measure's placement on the ballot if the Supreme Court deems

the initiative petition invalid and modifies procedures for producing and displaying a financial impact statement on the ballot. After a lengthy debate, HB 1205 favorably passed both chambers and was presented to the Governor for approval. On May 2, Governor DeSantis approved and signed HB 1205, which is effective upon becoming law.

Agriculture

Department of Agriculture and Consumer Services "Farm Bill"

SB 700 by Senator Truenow revises and expands the Department of Agriculture and Consumer Services' authority and programs while updating various agricultural, consumer, and criminal regulations across the state. Some of the provisions included are the preemption of local laws on the construction of farmworker housing and a ban on operating a drone over someone else's farmland. A controversial provision included the issue of local governments being prohibited from putting fluoride in their local water supply. In addition, the bill would ban psychedelic mushrooms and create new marketing rules for certain plant-based products. On Tuesday, April 29th, SB 700 was read a second and third time and favorably passed off the House floor with a vote of 88 Yeas and 27 Nays. It has now been enrolled and will soon be presented to the Governor for approval.

Status: Passed

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2025.

Education

Middle School and High School Start Times

SB 296 by Senator Bradley allows school districts and charter schools to meet the statutory requirement that by July 1, 2026, the instructional day at all district and charter middle schools may not start before 8 a.m. High schools may not start before 8:30 a.m. by submitting a report to the Department of Education that includes specific information by June 1, 2026. On Tuesday, April 29th, SB 296 was read a second and third time and unanimously passed off the House floor with a vote of 116 Yeas. It has been enrolled and will soon be presented to the Governor for approval.

Status: Passed

Effective Date: July 1, 2025

Healthcare

Healthcare

HB 1427 by Representative Griffiths addresses issues and policies to increase access to healthcare and reduce administrative burdens for patients. The bill creates and revises multiple healthcare funding programs to expand access to healthcare in rural communities, including the Florida Reimbursement Assistance for Medical Education Program. The bill also requires healthcare providers to notify patients of potential higher costs when referring them to out-of-network providers. Insurers must apply patient payments for covered services by non-preferred providers to the patient's deductible and out-of-pocket maximum in certain circumstances. An amendment filed by Representative Griffiths modifies the application prerequisites for nursing education programs, including legal details of directors and any disciplinary statuses. It also establishes specific faculty qualifications, curriculum content, and clinical training requirements. The Amendment also sets forth stricter accountability measures for programs that do not meet required pass rates, including mandatory remediation strategies. Lastly, it allows the Board of Nursing to investigate and act upon adverse actions from other regulatory jurisdictions against nursing programs. On Friday, May 2nd, **HB 1427** favorably passed off the Senate floor with a vote of 26 Yeas and 5 Nays. It has been ordered, engrossed, and then enrolled. It will soon be presented to the Governor for his approval.

Status: Passed

Effective Date: July 1, 2025

Local Government

Municipal Water and Sewer Utility Rates

HB 11 by Representative Robinson and SB 202 by Senator Jones requires a municipality to charge customers receiving utility services in another municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries under certain circumstances. On Wednesday, April 30th, HB 11 unanimously passed off the House floor with a vote of 111 Yeas. It has now been enrolled and will soon be presented to the Governor for approval.

Status: Passed

Effective Date: July 1, 2025.

Becker's Federal Lobbying Team routinely provide our clients with "Washington Weekly" newsletters, press releases, Congressional testimony, handouts, fly-in leave-behinds, and legislative updates. We also share guidance about upcoming agency rulemaking and advise clients on action items that impact funding or programs. We benefit by being part of a large law firm where our lobbyists rely on Becker's lawyers for legal considerations of new laws, rules, and court decisions.

Below is an example of a recent Washington Weekly newsletter.



www.beckerlawyers.com

Becker's Washington Weekly: Week of May 5

05.05.2025 | Client Advisory | Washington Weekly | Download

Perry S. Adair, Anthony Bedell, Chris Berardini, Angel W. Colón-Rivera, Shannon Duncanson, Bert Gómez, Sadie Haire, Alfonso Lopez, Neri Ann Martinez, Clarence Williams, Amanda L. Wood



Congress Pivots to Summer Agenda

The House and Senate return to Washington this week following President Trump's release of his FY26 budget request last Friday, which largely calls for non-defense spending cuts while boosting defense and homeland security funding. Members have already begun soliciting local appropriations requests for the FY26 budget cycle and will start drafting appropriations legislation in the weeks and months ahead.

This week, House lawmakers will take up a series of sanctions bills, including against Iran and various foreign entities engaged in organ trafficking and espionage. Other legislation deals with export controls, Taiwan relations, and renaming the Gulf of Mexico to the Gulf of America.

Over in the Senate, Members will take up House-passed legislation repealing various Biden-era energy emissions regulations as well as President Trump's nomination of Frank Bisignano to be Social Security Administrator.

Meanwhile, lawmakers will gavel in several committee hearings this week, including the following:

- The House Natural Resources Committee will mark up its component of the House Reconciliation bill
- The House Homeland Security Committee will examine China's influence in Cuba
- The Senate Commerce, Science, and Transportation Committee will discuss AI competitiveness in America
- The House Appropriations Committee will hold oversight hearings of FEMA and the Homeland Security Department overall

d) Raise, discuss, and recommend any affirmative legislative action that may benefit the City.

Becker will meet with City officials to workshop the key issues and discuss the political and legislative landscape at both the state and federal levels. We will explore all aspects of the City's priorities and identify additional ideas to leverage funding, enhance visibility, and strengthen Opa-Locka's position. Once priorities are established and we receive the City's final approval, we will develop a comprehensive work plan with tactics, strategies, and timelines.

To further assess opportunities, we will analyze each priority area's current funding and policy environment and conduct long-term strategic reviews. We will develop a state and federal strategy and work plan by working with City officials to identify Opa-Locka-focused research, data, analysis, and background in each priority area. This deep dive data-driven analysis helps shape the narrative used for congressional and administrative outreach in support of your priorities.

Becker is forward thinking and proactive. We work year-round to identify emerging state and federal legislative priorities and funding opportunities by talking informally with legislative leaders, agency officials, political experts, elected members, and Capitol staff in both Tallahassee and Washington, D.C. These insights help us better understand decision makers' priorities and perspectives. We (and you) must have a 360-degree view of the context in which lawmakers will consider City proposals. This year's budget was a perfect example; funding requests were viewed through a political lens, making it more critical than ever to advocate strategically, creatively, and relentlessly.

e) If requested, be available within a twenty-four-hour basis during the session; assisting in writing, interpreting, and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; and providing monthly written progress reports detailing services that have been rendered.

During session, the Becker State Lobbying Team is based in Tallahassee and available 24/7 around the clock. We will continue to update the City by providing weekly session updates as a memorandum. In addition to the weekly updates, Becker will constantly communicate with Opa-Locka on priority issues. We will explain the process during Session and provide insights on each priority project. Becker will relentlessly advocate for the City priorities, assisting with the writing, interpreting, and monitoring of legislation and regulations, including drafting legislative language, amendments, position papers, testimony, and monthly written status reports during countless hours at the Capitol

- f) Provide a full range of lobbying, legislative consulting, and advocacy services; including behalf, designating a person assigned to closely monitor and review all substantive floor amendments, bills, and preparing reports advising the City Manager of the status of legislation during the legislative session.*

Yolanda Cash Jackson will continue to be the City's State Lobbying point of contact (POC) and Clarence Williams will be the City's Federal Lobbying POC. They will know all priorities and liaise with other City officials and department heads who want to communicate with the Becker lobbying team. This streamlined communications structure avoids miscommunications or non-communications. All Becker team members are always available 24/7.

Becker provides a full range of lobbying, legislative consulting, and advocacy services at both the state and federal levels. Our team will continuously educate legislators, staff, executive branch officials, and key influencers in Tallahassee and Washington, D.C., on the City's issues and concerns to support legislative and budget priorities.

We will seek opportunities to provide City officials with a public platform to demonstrate thought leadership on priority issues. Examples include op-eds published in local newspapers or online sources, testimony at hearings, and speaking opportunities at governmental association's virtual or in-person conferences.

Once we have developed a prioritized list of legislative and budgetary goals, we will identify key state and federal legislators, including members of the Florida legislative delegation, congressional representatives, committee chairs, and other decision-makers. Our team will arrange targeted one-on-one meetings to introduce or reintroduce the City and its top priorities. Of course, we will prepare tailored talking points for City officials and provide leave-behind materials for staff to follow up.

We will present the City's legislative program, primarily focusing on issues related to transportation, infrastructure, public safety, affordable housing, flood mitigation, and economic development, to the appropriate substantive and appropriations committees at both levels of government. These meetings not only allow us to explain the City's goals and respond to questions but also help us identify legislative "champions," anticipate opposition, and align with complementary initiatives.

The Becker team will identify opportunities for City officials to meet with committee leaders and testify during the drafting and deliberation process. Monitoring occurs through day-to-day participation in the legislative process, including pertinent committee meetings, discussions with individual legislators and staff, and through a legislative data service. The Team is also prepared to represent the City at meetings or testify at hearings before legislative committee meetings. In addition, you can count on the Becker lobbying

team to be proactive by suggesting new ideas and proposing creative strategies for accomplishing legislative priorities.

g) Integrate its efforts with the City Manager to ensure a strong consistent legislative program.

The City Manager and other City officials are encouraged to communicate with Opa-Locka's delegation members and other key policymakers in both the state and federal Legislative and Executive branches to advance the City's legislative goals. Becker will provide briefing materials, talking points, and a communication mechanism to effectively leverage your intergovernmental advocacy. Our team coordinates meetings, reviews correspondence, and briefs officials before any meeting in Tallahassee or Washington, D.C. When appropriate, Becker representatives will also attend these meetings to facilitate engagement and ensure effective follow-up.

h) Be prepared to obtain and provide documentation and research materials upon request.

Effective lobbying teams gather competitive intelligence using three primary principles: legal knowledge, experience, and access. The Becker team utilizes each to benefit their clients. Fundamental to legislative and executive branch lobbying is a basic understanding of the law and administrative rules, the ability to learn of the existence and content of proposals to change said laws and regulations; and the competency to evaluate the effect of those changes on the interests of the City. The Becker lobbying team has the competitive advantage of including practicing Florida attorneys who understand the intricacies of making laws and the impact and reality of their implementation.

Team members will share policy insights and political intelligence with City officials to adapt strategy when needed. Our team's deep experience with your priority issues and decades of local government experience gives us a head start on priority issues such as public safety, transportation, infrastructure, affordable housing, flood mitigation, and economic development. There is no learning curve.

We have longstanding personal and professional relationships with decisionmakers at both the state and federal levels. Our bipartisan, multi-ethnic, multi-gender lobbying team connects to diverse sets of decisionmakers from both sides of the aisle. With 13 offices across Florida and a dedicated federal practice based in Washington, D.C., we offer year-round access to State and Federal lawmakers around the state and around the country.

- i) *Upon request from the City Manager, forward copies of all required reports to the City Manager as requested by the City Manager for that instance.*

The Becker team will fully comply with this request. Upon direction from the City Manager, we will promptly forward all required reports as specified for that instance. We are committed to maintaining clear, concise, responsive communication and ensuring that all requested documentation is delivered in a timely and organized manner.

Becker's State Lobbying Strategy and Timeline

We start preparing our clients early for the legislative session. See the 2024 calendar below that we followed last session as an example of how we would approach the 2025 session for the City. This type of calendar is customized for each client and used as guidance throughout the year. Also see below italicized email examples of communications with an existing client demonstrating our proactive and comprehensive approach.

2025 Legislative Session Dates	
August 2, 2024	Deadline for Filing Senate Claim Bills <i>Your Becker team will continue conversations with the in-house legislative affairs director to discuss priorities, appropriations requests, and travels to Tallahassee.</i>
October 15, 2024	Legislative Budget Requests and Capital Improvements
November 19, 2024	Organization Session
December 2-6, 2024	Interim Committee Week #1 (House Only)
December 9-13, 2024	Interim Committee Week #1 (Senate Only)
January 13-17, 2025	Interim Committee Week #2
January 21-24, 2025	Interim Committee Week #3 (CANCELED)
January 27-31, 2025	Interim Committee Week #3 (RESCHEDULED & Special
By February 2, 2025	At least 30 days prior to the scheduled annual regular session, the Governor shall furnish each senator and representative with a copy of his recommended budget and revenues
February 3-7, 2025	Interim Committee Week #4
February 10-14, 2025	Interim Committee Week #5

February 14, 2025	5:00p.m. Deadline for Submitting House Appropriation Project Request Form for FY 2025-26 Lobbyist Compensation Report Filing deadline for October 1-December 31 <i>Your Becker team submitted your House Appropriations form prior to the deadline.</i>
February 17-21, 2025	Interim Committee Week #6
February 28, 2025	House Member Bill Filing Deadline: All Member bill requests, including requests for companion bills, must be in final draft no later than 5:00 pm.
March 4, 2025	First Day of Session <i>Your Becker team will begin sending out Weekly reports to keep the City updated on the legislation being discussed in the process.</i> <i>Your Becker team is in constant communication with your legislative affairs director to ensure that the House appropriations project request form is completed and submitted to the respective House and Senate members.</i>
March 7, 2025	5:00pm Deadline for Submitting Attestation Forms for FY 2025-26 House Appropriation Project Requests
April 12, 2025	Day 40 of Legislative Session
April 22, 2025	Day 50 of Legislative Session <i>Your Becker team is in constant communication with your legislative affairs director discussing City funding during the Budget conference.</i>
April 29, 2025	The Budget Conference Report Is Due by Tuesday of the Last Week of Session for the 72-Hour “Cooling Off” Period to End by the Scheduled Friday End of Session
May 2, 2025	60th Day- Last Day of Regular Session <i>Your Becker team will send a comprehensive End of Session report and will follow up with a comprehensive Session Accomplishments.</i>

Off Season	
May 2025 – June 2025	• Meeting with clients/providing legislative updates • Engaging with members, attending fundraising events, town hall meetings, etc. • Scheduling meetings with clients and legislators to discuss legislative priorities • Scheduling meetings with your Becker team to discuss your legislative agenda • Consistent communication via email, memorandums, phone calls, zoom meetings, etc.
July 2025 – September 2025	• Communication with legislators, hosting candidate interviews, understanding the legislative agenda for incumbents/candidates, providing campaign support • Communicating thoughts and ideas of legislators to clients and providing clients with insight on the “hot topics” for the upcoming legislative session • In November of an election year, newly elected and incumbents will travel to Tallahassee to get sworn in at the Organizational Session • Communication will be sent to clients to provide dates of Committee Weeks, Session dates, Appropriations projects, and Appropriations forms
September 2025 – December 2025	• Committee Weeks (hosting the client during a week that they select to travel) - Meetings will be scheduled with legislators and state agencies
January 2026 – March 2026	• 2026 Legislative Session

From: LaToya Sheals
Sent: Tue 12/17/2024 8:47 PM

To: Tiquella Brown; Shamecca Lawson; Niema Walker
Cc: Yolanda Cash Jackson, Yolanda; Rainia Custis; Jileah Wilder

Subject: City of Opa-Locka: 2025 Legislative Session - Appropriations Forms, Tallahassee Visit

Happy Tuesday! I hope all is well!! I am writing to provide you with a couple of updates. Last week, Jileah sent you a copy of the House Appropriations Forms including the Attestation form that is required by the House. Jileah stated in her email to have the forms to me for review by Monday, February 3rd however, I would like to have forms to me by the close of business on **Friday, January 31st**.

I will be giving you a call to share additional details regarding the appropriations process for this year the Speaker of the House and President of the Senate have made changes on how they will review member projects.

Please find attached a copy of the Senate Appropriations form. You can also access the form by clicking on the [link](#).

For your convenience, I have also re-attached the House documents. Please do not complete the attestation form until you have a File number, which I will share with you once it is assigned.

As it relates to your travels to Tallahassee, below are some options for you to choose regarding specific travel dates:

Option 1

- **February 10**
 - o Monday evening = Travel to Tallahassee
- **February 11**
 - o Tuesday = Meeting with Legislators
 - o Tuesday evening = Return to South Florida

Option 2

- **February 11**
 - o Tuesday evening = Travel to Tallahassee
- **February 12**
 - o Wednesday = Meeting with Legislators
 - o Wednesday evening = Return to South Florida

Please advise of which travel option would be conducive to your schedule by **Friday, December 20th**. If you have any questions, please don't hesitate to contact me.

Thanks so much!!

LaToya Sheals

Senior Government Relations Consultant

From: LaToya Sheals

Sent: Wed 1/15/2025 12:37 PM

To: Tiquella Brown

Cc: Shamecca Lawson; Yolanda Cash Jackson, Yolanda; Rainia Custis; Jileah Wilder

Subject: Re: 2025 Legislative Sessions -Revised date

Good Afternoon Tiquella,

Happy Wednesday!! I hope all is well!! Thank you so much for following up. Per our discussion, the following option February 17-21, 2025, is no longer available. Please advise if

the following options are conducive to the Mayor's schedule:

Option 1

- *March 4*
 - *Tuesday evening = Travel to Tallahassee*
- *March 5*
 - *Wednesday = Meetings with Legislators*
 - *Wednesday evening = Return to South Florida*

Option 2

- *March 5*
 - *Wednesday evening = Travel to Tallahassee*
- *March 6*
 - *Thursday = Meetings with Legislators*
 - *Thursday evening = Return to South Florida*

If you have any questions, please don't hesitate to contact me.

Thanks so much!

LaToya Sheals

Senior Government Relations Consultant

From: LaToya Sheals

Sent: Tue 1/21/25 12:19 PM

To: Tiquella Brown

Cc: Yolanda Cash Jackson, Yolanda; Rainia Custis; Jileah Wilder

Subject: RE: 2025 Legislative Sessions -Revised date

Good Morning Tiquella,

Happy Tuesday! Thanks so much for your response. We have confirmed that you will be traveling to Tallahassee the following dates:

- **March 5**
 - *Wednesday evening: Travel to Tallahassee*
- **March 6**
 - *Thursday: Meetings with Legislators*
 - *Thursday evening: Return to South Florida*

If you have any questions, please don't hesitate to contact me.

Thanks so much!

LaToya Sheals

Senior Government Relations Consultant

Becker's State Lobbying Team Bios



Lead State lobbyist for Opa Locka, Yolanda Cash Jackson is an attorney and one of the Firm's most experienced state government lobbyists. She is a shareholder with the Firm and a member of the Firm's seven-member Management Committee helping to oversee firm strategy and management. Since 2021, Yolanda has been named to *Florida Trend's* list of the 500 most influential executives in Florida and Floridian of the Year in 2022. From 2022-2023, she served as Chair of the Miami-Dade Beacon Council, the County's official economic development organization where she worked closely with the City and Miami Dade County to promote local business, education, and economic development.

Yolanda has earned a reputation in Tallahassee and beyond for her ability to cross party lines and navigate various caucuses to achieve seemingly impossible results for her many long-time clients. She is especially well-known for representing education and health related clients, including Miami-Dade and Broward Public Schools, higher education HBCU institutions such as Florida Memorial University, Florida Polytechnic University, and Bethune Cookman, along with federally qualified health centers, sickle cell disease research centers, and safety net hospitals.

She has had tremendous success building coalitions with key stakeholders and raising the public profile of her clients to achieve their legislative goals. She has expertise in the appropriations process and has effectively protected existing funding sources while creatively developing new ones. One of her strengths is partnering with like-minded organizations to create consortiums and identifying little-known programs to secure new funding sources. Yolanda keeps her finger on the pulse of the ever-changing political environment and uses her understanding of the budget process to support her clients' priorities.

Her roster of clients includes local governments, non-profit organizations, membership-based groups, and public and private entities such as universities, colleges, cities, health care, and tech organizations. Yolanda is proud of her many long-time (10+ years) clients that have renewed her lobbying contract multiple times, a strong indication of their satisfaction with her skills, knowledge, and, most of all, results. In addition to her strong legislative lobbying experience, Yolanda has handled issues at the Executive level. She has experience interacting with the

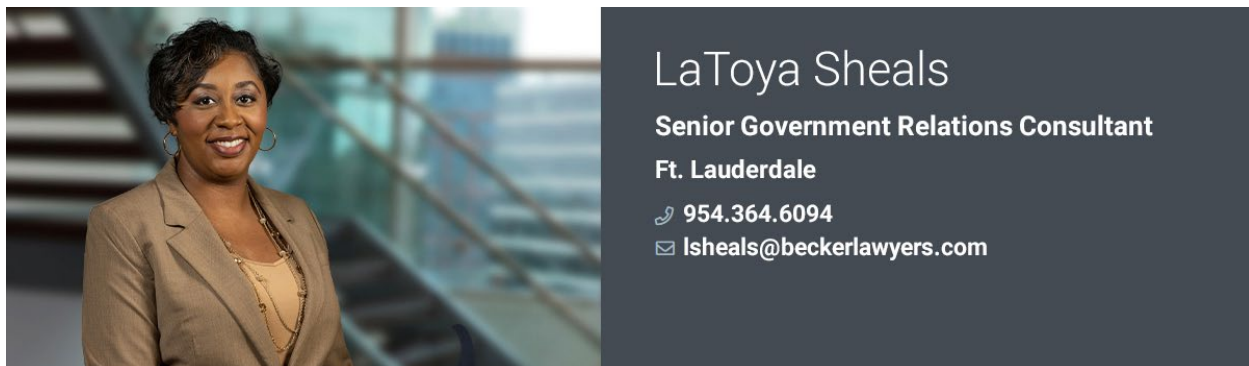
Governor's office, the Department of Education, and other executive-level agencies. She is an excellent speaker who has organized and taught many legislative training and advocacy workshops to help association members become more familiar and knowledgeable about the legislative process.

A "double Gator" graduating with a B.S. and J.D. from the University of Florida, Yolanda serves on the University of Florida Foundation boards and is a past Trustee of the University of Florida, Levin College of Law Trustees. She is also active with Leadership Florida; the Orange Bowl Committee; the United States Senate Military Affairs Committee; the International Women's Forum; and the Miami- Dade County Black Affairs Advisory Board Commission for Women. She is an appointee to the Florida Bar's standing committee on Governmental and Public Policy Advocacy. She is an active member on the Greater Miami Chapter of the Links, Inc., with a special appointment to the National Legislative and Public Affairs Committee; Miami Alumni Chapter of Delta Sigma Theta Sorority; Miami-Dade Beacon Council Board of Directors and Chair Elect; and the Greater Miami Chamber of Commerce, former Chair-State Advocacy Committee.

Yolanda serves on the national level of America's most influential organizations. She is a cofounder of National Black Professional Lobbyist Association. She is a member of the National Social Action Commission of Delta Sigma Theta Sorority, Inc., Vice-Chair of the Ethics and Grievance Committee of The Links, Incorporated, Co-Chair of The Fund Development Committee of the National Bar Association, and Co-Chair of the Corporate Council of the National Organization of Black Elected Legislative Women. She has also served on the Corporate Roundtable of National Black Caucus of State Legislators.

Education & Training

- University of Florida, J.D. 1990; B.S. 1980



LaToya Sheals is a Senior Government Relations Consultant in Becker's Government and Lobbying Practice. Ms. Sheals has extensive experience in investigating and analyzing legislation and developing public policy on an array of issues such as Healthcare, Education, Transportation, Economic Development, Taxes and Judicial matters within the State of Florida, Michigan, and Washington, D.C.

At Becker, she has helped secure \$45 million for Florida's Private Historically Black Colleges and Universities, over \$10 million for the Foundation of Sickle Cell Disease Research, and millions of dollars for various municipalities and organizations throughout the Florida.

In 2023, Ms. Sheals was honored with the News Service of Florida/City & State Above and Beyond Award and was also recognized in the Fall edition of Influence Magazine. Additionally, the achievements of Ms. Sheals were acknowledged by her law school, Thomas M. Cooley Law School, which featured her in The Benchmark, their alumni magazine.

Prior to joining Becker, Ms. Sheals was a Legislative Aide to Florida Senator Victor Torres, who represented the 15th District prior to redistricting, he now represents the 25th District, encompassing Osceola County and Southern Orange County. She was also the Chief of Staff for Former State Senator Daphne Campbell, who represented the 38th District of Miami-Dade County where she helped secure \$3 million in local funding for the 2018-2019 Legislative Session. In both positions, Ms. Sheals was responsible for assisting and assembling information to draft legislation, press releases, speeches, special reports, and legislative updates. She advised both members on policy related decisions as well as attended meetings, performed presentations, and maintained the annual budget for operations of offices, outreach, and legislative services.

Professional & Community Activities

Ms. Sheals currently serves as Vice Chair of the Florida Professional Lobbyists Association (FAPL), an organization she has been involved in since 2022. Through FAPL, Ms. Sheals has established excellent rapports with other lobbyists throughout the state. Additionally, she has engaged with various candidates through FAPL's Candidate Interviewing process.

She is a member of the Urban League Young Professional Network, National Black Professional Lobbyists Association, and Virgil Hawkins Florida Chapter of the National Bar Association.

Education & Training

- Thomas M. Cooley Law School, J.D., 2013
- Florida A&M University, M.P.A; 2008
- Florida A&M University, B.A., 2007



José K. Fuentes

Senior Corporate and
Government Relations Director

Miami

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José Keichi Fuentes has a strong network of contacts and over 40 years of experience working in government and politics. He is a government relations professional who represents public and private sector clients in environmental, public safety, infrastructure, health care, engineering, construction, food services and water resources in Tallahassee and Miami-Dade County.

Clients include the City of Miami, City of Homestead, Village of Pinecrest, City of South Miami, Village of Virginia Gardens, City of North Miami Beach, City of Sweetwater, City of Miami Springs, Town of Medley, and the Miami Dade Transportation Planning Organization. In the private sector, he represents Brown & Caldwell, Sound Thinking, NV2A, Aetna CVS, Motorola Solutions, Moffatt & Nichol, TYLin Group, Yunex, American Transportation, T-Mobile, ProKel Mobility, Tetra Tech, Introba and Mitsubishi.

His extensive lobbying experience at the highest level of local, county and state has helped him contribute to the passage of numerous pieces of legislation. He has also secured funding for the municipalities he represents by allocating major infrastructure projects funding. During his time as director of the South Florida Water Management District, Regional Office, Mr. Fuentes was instrumental in securing funds for key water projects in Miami-Dade County.

Professional & Community Activities

Mr. Fuentes is committed to public service as proven through his community, civic and volunteer work. He currently serves as a member of the Board of Directors for the United Way of Miami-Dade, Board Member of the Greater Miami Chamber of Commerce and Chairman of United HomeCare Services. He has served on the Board of Trustees and was elected Vice Chair of Miami Dade College, the largest and most diverse college in the nation. He has served on the executive board of the Chamber of Commerce and has served as Chairman of the Governmental Affairs Group where he played a key role in engaging the Chamber to support the High-Speed Rail and Port Miami's Tunnel Project and numerous other legislative issues that impact South Florida.

He is a member of the City of Miami's Mayor's International Council and has served on the Executive Committee of the Miami-Dade County Republican Party. Mr. Fuentes is a serving member and previous Chairman of the Miami-Dade County Asian-American Advisory Board. He has been very involved in activities enhancing the relationship between Japan and Miami. He

was recognized by the Japanese Ministry of Foreign Affairs (MOFA) with a commendation for his work in helping to strengthen the relationship between the U.S., Florida, Japan, and Latin America. He serves as Chairman of the City of Miami Kagoshima Sister Cities Committee and was invited by the Japanese MOFA to participate as a member of the Japanese American Leadership Delegation (JALD) in 2006. He has led numerous delegations to Kagoshima, Japan and for the first time in 25 years, the group was accompanied by the City's Mayor. Mr. Fuentes assisted in the coordination of a trip in which the Miami Marlins visited Kagoshima. Recently, Mr. Fuentes helped coordinate a mission to Tokyo in cooperation with Miami-Dade County's Office of International Relations. The trip was a first, which included the County Mayor, Commissioners and Miami-Dade Department Directors. He also helped coordinate a transportation trip on Japanese technologies for the Miami-Dade Transportation Planning Organization (TPO) in conjunction with USJC Tokyo office. Mr. Fuentes was freshly appointed by the Council General of Japan in Florida to serve as the Co-Chair of the Greater Miami Japan American Society.

Education & Training

- St. Thomas University, B.A. and Miami Dade College



A fifth-generation Floridian, Max Losner's heritage is engrained in the state, having come from a family long-involved in banking, local politics, and community activism.

While a student at the University of Central Florida, Max was selected from a competitive pool of applicants to go to Tallahassee as a part of the UCF Legislative Scholars program. As a legislative intern in the Florida House of Representatives, Max worked in the offices of Representative Scott Plakon and Representative David Smith from Seminole County.

His experience in the Florida House led him to join Becker as a legislative assistant, where he supports the government team in successfully bringing back millions of dollars in funding for a multitude of municipalities and nonprofits, along with a flurry of key policy changes.

His background also includes having managed several campaigns for public office in Miami-Dade and Monroe Counties. In 2020, he was elected to serve as Secretary of the Republican Party of Miami-Dade County.

Professional & Community Activities

- Chairman, Miami-Dade County Planning Advisory Board, 2022 – present
- Secretary, Republican Party of Miami-Dade County, 2020 – present
- Board Member, Appointee of Board of County Commissioner Jose “Pepe” Diaz, Miami-Dade County Planning Advisory Board, 2022
- Board Member, Appointee of Board of County Commissioners Chairman Jose “Pepe” Diaz, Miami-Dade Citizens Redistricting Advisory Board, 2021

Education & Training

- University of Central Florida, B.S., *cum laude*, Health Services Administration; 2020



Jileah Wilder is a Government Relations Specialist in Becker’s Government Law and Lobbying practice. She has experience in government affairs with a focus on lobbying and policy analysis.

Before officially joining Becker, Jileah was a Legislative Intern in Becker’s Tallahassee office. She conducted in-depth research on statewide policy, attended Senate and House committee hearings, completed weekly client reports, and regularly attended meetings with city officials and legislators.

Ms. Wilder’s interests include research analysis, communications and mass media, global equity, reproductive justice, and African American and gender studies.

Professional & Community Activities

- Campaign Manager, FAMU Generation Action, January 2022 – Present

Education & Training

- Florida A&M University, B.A. Political Science



Lance H. Lozano

Government Relations Specialist

Tallahassee

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Lance Lozano is a Government Relations Specialist in Becker's Government Law and Lobbying Practice, based in the firm's Tallahassee office. With over two decades of experience, he has successfully guided clients through complex government affairs challenges, shaping legislative strategies, engaging with policymakers, and building industry coalitions to advance key policy objectives.

Before joining Becker, Mr. Lozano spent more than 25 years leading government and legislative affairs for the Florida United Businesses Association (FUBA), where he oversaw lobbying efforts, provided regulatory guidance, and managed operations.

A Certified Association Executive (CAE), Mr. Lozano holds a Bachelor of Science in Political Science from Florida State University. He has held leadership roles with the Florida Society of Association Executives, the State of Florida Workers' Compensation Oversight Board, and the Florida Small Business Development Center. Recognized for his expertise, he has testified before legislative committees, contributed to industry publications, and spoken at national and state conferences on business and regulatory matters.

Education & Training

- Florida State University, B.S., Political Science
- American Society of Association Executives, Certified Association Executive (CAE)

Examples of Becker's State Lobbying Team Success

Since 2023, we have already accomplished so much for the City of Opa-Locka. We helped facilitate engagement with the Joint Legislative Auditing Committee to promote transparency and enhance operations. Regular meetings have provided a platform for sharing updates on ongoing projects and financial reports, fostering a collaborative atmosphere. When the City visited Tallahassee in 2025, we arranged meetings for the City with the Chief Inspector General and her team as well as additional stakeholders. This continuous dialogue has allowed the City to receive valuable feedback from the committee, enabling proactive adjustments to strategies and enhancing overall accountability. The guidance of Becker and the partnership that the City

has developed with the stakeholders reflect the City's commitment to maintaining high standards of governance and responsiveness to community needs.

There is no better testament to our success than our many long-standing (10+ year) local government clients. We have consistently earned their renewal through challenging political climates, tough economic periods, leadership changes, and other complicating factors, proving the steadfast reliability of our lobbying team. For example, we have represented Miami Dade County since 2001; the City of Cape Coral since 2007; Miami-Dade Public Schools since 2003; Florida Memorial University since 2001; City of Lauderhill since 2011; City of Miami Gardens since 2005; City of West Park since 2007; City of Lauderdale Lakes since 2000; City of Opa-Locka since 1999; and Florida Association of Jewish Federations since 1991. These long-term client relationships are built on our ability to use good judgment, take initiative, and repeatedly demonstrate our value (return on investment).

Transportation

The Becker team has more than two decades of experience impacting transportation policy and securing transit funding through appropriations and agency programs (State, Federal, and Regional). Representing Miami-Dade County, the TPO, and numerous cities, our experience includes working with FDOT on roadways, bridges, and truck weight restrictions, and Florida Department of Environmental Protection regulation and permitting. For other local government clients, we have secured state funds for traffic signal coordination, intersection enhancements, streetscape improvements, road widening, mobility projects, road striping and other safety improvements. The team understands legislative and funding issues relating to tolling, eminent domain, governance, prompt pay, red light cameras, license plate design, texting while driving, bonding flexibility, and project insurance.

The team also has extensive transportation experience, representing private clients before local governments. For example, Becker lobbyists helped Americas Transportation secure and negotiate the contract for Miami-Dade Transit express route to add more buses going from Miami-Dade to Key Largo. The Becker team also represents Transdev, an operator and global integrator of mobility, delivering transit solutions to local governments, universities, and others worldwide. Transdev is the maintenance of way contractor, before the South Florida Regional Transportation Authority. The firm has led negotiations with the SFRTA and, through that work, has become intimately familiar with local, state, and federal level funding.

Public Safety

The Becker team has extensive experience securing funding for public safety. Yolanda and the Becker team used a little-known budget item tucked into the Department of Education budget to secure \$85,000 as a pilot project for gunshot detection to enhance student safety, benefiting the City of Jacksonville and Edward Waters University. This funding was not a line item and, therefore, not subject to a veto. The University's state funding encouraged the City of Jacksonville to add \$300,000 for shot detection and public safety.

We helped Miami-Dade County develop a pilot program with the City of Miami known as Brown & Blue, a joint effort between police departments. The pilot program needed to secure \$500,000 for a public safety program in high crime areas through Criminal Justice appropriations. We have also secured substantial funding for public safety in the City of North Lauderdale, the City of Palatka, and the City of West Park. West Park has received a total of \$500,000 for Youth Crime Prevention and Palatka has received \$250,000 for Police Patrol Cars. North Lauderdale has received \$250,000 for the Regional Training & Emergency Operations Center, \$200,000 for Fire Rescue Communication, \$500,000 for a Pump Station, and \$125,000 for Fire/Rescue.

Economic Development

The team has assisted its local government clients with various funding mechanisms to support business growth, and job training opportunities to spur economic development. State lobbying team leader, Yolanda Cash Jackson, previously chaired the Miami-Dade Beacon Council, the County's official economic development organization. The Miami-Dade Beacon Council helps drive economic development in high-wage, high-growth industries such as aerospace and aviation, international trade and logistics, information technology, and financial services. Yolanda spearheaded initiatives that focused on transforming urban areas through job growth and investment. Recently, Gainesville City Manager Cynthia Curry traveled with the Becker team and met with Rodney Harris, the Mayor of Miami Gardens, as well as city management and staff. They discussed Miami Garden's new city center and the process of breaking ground. This city center is adjacent to City Hall and includes retail shops and entertainment. During this meeting, Becker and the City of Miami Gardens brainstormed innovative ideas to help and diversify Gainesville's economic development opportunities. This example illustrates our added value of bringing clients together to help support common issues such as economic development strategies. We have included Miami Gardens as one of our client references.

The Job Growth Grant Fund is an economic development program administered by the Florida Department of Economic Opportunity. It is designed to promote public infrastructure projects and workforce training across Florida. In addition to public infrastructure projects, the grant also supports workforce training programs that provide Floridians with transferable, sustainable skills applicable to more than a single employer. Becker can provide guidance to the City of Opa-Locka in successfully applying for this funding. The Becker team is currently working on a non-traditional partnership with Edward Waters University and the City of Jacksonville to obtain this important funding for public safety training that benefited both the college and the city. This grant allows government entities to partner with the community on projects that promote job growth. To be eligible, buildings must be owned by a municipal government and benefit a public purpose. The Becker team is using this opportunity to identify city owned property surrounding Edward Waters University to apply for this job growth grant.

Affordable Housing

The Becker team has been successful with Sadowski funding as well as Community Reinvestment Act (CRA), State Housing Initiatives Partnership Program (SHIP), and State Apartment Incentive Loan (SAIL) funding for its local government clients. The City of Palatka, a

Becker client, is a REDI community that needs financial and technical assistance to bolster its affordable housing strategy. In 2023, the Becker team helped secure \$2,000,000 for Palatka Affordable Housing. This funding will assist in the acquisition and preparation of land for the development of housing and leverage existing resources (i.e., code enforcement, abatement, utility expansion and surplus of available City land) to increase the availability and production of affordable housing.

Flood Mitigation

The Becker team has secured millions in funding to minimize flooding and improve roads in the South Florida community. The City of Miami received \$8,721,619 in 2022 alone for stormwater drainage, flood mitigation and improvements, and road reconstruction. Throughout his career, José Fuentes has assisted in bringing in over \$500 million for stormwater drainage to mitigate flooding in SW Miami-Dade County.

Becker is at the forefront of policies, resources, and solutions to proactively address flooding and drive adaptation to higher seas, stronger storms, and more frequent flooding. The team worked closely with Governor DeSantis, legislative leaders, the state's Chief Resilience Officer, and the Department of Environmental Protection (DEP) leaders to pass the Always Ready Resiliency law so Florida's cities can be more strategic and proactive in protecting inland waterways, coastlines, shores, and natural resources

Becker's Sea Level Advisory Team provides flooding and sea-level rise counsel to a variety of clients with regard to development projects, procurements, insurance claims, land use issues, common ownership housing issues, government mitigation plans and processes, and other related issues. In 2021, Becker was instrumental in helping to secure the passage of Florida's "Always Ready" legislation which provides more than \$100 million every year to help Florida communities combat the effects of rising sea levels.

Becker worked with client American Flood Coalition Action and state leaders to establish statewide resiliency programs that address flooding and sea level rise. Senate Bill 1954 established statewide resiliency programs that assess and address inland and coastal flooding and sea level rise. SB 1954 also created the Resilient Florida Grant Program within the Department of Environmental Protection which provided funding, subject to appropriation, to local governments for the costs of resilience planning and projects to adapt critical assets.

Another example is the Becker team's extensive experience securing millions in funding for the City of Cape Coral. Projects include \$5,500,000 for the Caloosahatchee Reclaimed Water Transmission Main, \$2,000,000 for the Historic Caloosahatchee Shoreline Preservation Project, and \$500,000 for Reservoir and Pipeline Project.

Appropriations

Becker has successfully secured appropriations, grants, and other revenue sources for its clients. As former legislative staff and lobbyists with decades-long experience representing public entities, we understand the technical process's intricacies and the politics involved in advocating

for funding in a highly competitive environment. We have countless examples of helping clients develop realistic priorities and a strategic game plan to secure funding through appropriations and executive agency grants.

The list below represents recent examples of appropriations projects completed and funding dollars acquired on behalf of our clients.

2024 Funding		
Client	Project	Amount
City of Lighthouse Point	NE 21st Avenue Drainage Project	\$300,000
City of Miami	Badia Center at Flagami Park	\$1,750,000
City of Miami Springs	Forrest Drive Stormwater & Flood Mitigation Improvement	\$1,000,000
City of Palatka	Palatka Police Patrol Cars	\$250,000
City of Palatka	Palatka Potable Water Main Line	\$3,500,000
Bethune Cookman University	Historically Black Colleges & Universities Campus Security Grants	\$5,000,000
Edward Waters University	Historically Black Colleges & Universities Campus Security Grants	\$5,000,000
Florida Memorial University	Historically Black Colleges & Universities Campus Security Grants	\$5,000,000
Foundation of Sickle Cell Disease Research	Sickle Cell Treatment and Research	\$10,000,000
Foundation of Sickle Cell Disease Research	Phase III: Expansion of Excellent	\$750,000
Miami-Dade County	Biscayne Bay Watershed Plan	\$500,000
TOTAL		\$33,050,000

2023 Funding		
Client	Project	Amount
City of Lauderdale Lakes	Alzheimer's Care	\$251,500
City of Lauderdale Lakes	Stormwater Conveyance	\$514,740
City of Lauderhill	Lauderhill Resource Access	\$258,287
City of North Lauderdale	Fire Rescue Communication	\$200,000
City of Palatka	Palatka Sewer Main & Manhole	\$2,500,000
City of Palatka	Palatka Potable Water Main Line	\$7,000,000
City of Palatka	Palatka St. John's Avenue	\$1,500,000
City of Palatka	Palatka Affordable Housing	\$2,000,000
City of Pompano Beach	Pompano Beach Septic Sewer	\$1,100,000
City of Pompano Beach	Pompano Beach Riverside	\$950,000

City of West Park	Senior Programming	\$250,000
City of West Park	Youth Crime Prevention Program	\$200,000
Miami-Dade County	Countywide Inflow Assessment	\$1,000,000
Bethune Cookman University	Access & Retention	\$16,960,111
Bethune Cookman University	Mary McLeod Bethune Scholarship	\$160,500
Florida Memorial University	Access & Retention	\$7,032,048
Florida Memorial University	Math and Writing Center	\$200,000
Florida Memorial University	STEM Expansion Project	\$300,000
Edward Waters University	Access & Retention	\$6,429,526
Edward Waters University	Institute on Criminal Justice	\$1,000,000
Broward County Public Schools	Student Athlete Mentoring Pilot Program	\$250,000
Foundation of Sickle Cell Disease Research	Phase II: Expansion of Excellent	\$5,000,0000
Foundation of Sickle Cell Disease Research	Proviso- Sickle Cell Research	\$250,000
Urban League of Broward County	Urban League of Broward County	\$3,179,247
Urban League of Broward County	Regional Entrepreneurship Business	\$2,000,000
Town of Lake Park	Hurricane Prevention Drainage Funding	\$3,500,000
Town of Lake Park	Lakeshore Blvd. Drainage Project	\$600,000
Town of Lake Park	Historic Town Hall Restoration	\$56,600
Town of Lake Park	Historic Town Hall Restoration	\$28,000
Town of Lake Park	Road Striping and Safety Improvement	\$29,000
TOTAL		\$110,069,559

Becker's Federal Lobbying Strategy and Timeline

As your lobbyists, we will use our knowledge, expertise, ability, and relationships to assist the City with establishing short and long-term priorities and lay the groundwork for future goals. Our lobbying approach provides a step-by-step strategy with timelines and roles.

1. Assessment of Opportunities – Within the first 30 days

- a. Meet with the City's designated team to analyze policy priorities and conduct long-term strategic analysis for future requests.
- b. Identify allies in the Administration and Congress
- c. Meet with members of the Congressional Delegation, Congressional leaders, and staff to evaluate opportunities and obstacles in each priority area.
- d. Identify and meet with Executive Branch officials to look for funding opportunities in priority areas – including federal grants, infrastructure funding, and earmarks.

2. Develop Federal Strategy and Work Plan – Within the first 30 days

- a. Ongoing communication with City officials to develop research, data, analysis, stories in each priority area.
- b. Review budget and leadership priorities to assess opportunities in each of the City's priority areas.
- c. Monitor administrative rules and regulations and advise on the impact to the City.
- d. Research legislative history and background of relevant programs to develop innovative strategies and tactics for matching programs with priorities.
- e. Finalize tactics for each priority issue.
- f. A written strategy on each program item following approval of the program.

3. Prepare Briefing and Other Materials in Each Priority Area – Within the first 30 days

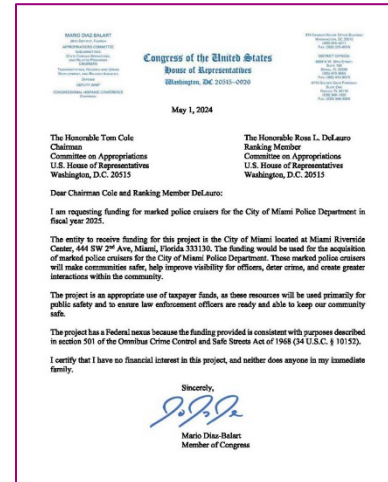
- a. Work with the City to research, prepare and finalize materials in priority areas.
- b. Develop talking points and background materials.
- c. Develop "leave-behind" materials for Members and staff to reinforce the City's critical messages after calls and meetings.

4. Outreach – Within the first 45 days and ongoing

- a. Meet with the City of Opa-Locka and key members of the Florida delegation to introduce the legislative priorities.
- b. Share legislative agenda with relevant Federal agencies, industry groups, and influencers.
- c. Incorporate influencer input where appropriate to prepare for meetings between City representatives and federal leaders.
- d. Attend committee hearings, issue briefings, and strategy sessions of interest to the City.
- e. Draft letters to send to congressional members regarding City priorities.

5. Advocate for Established Priorities – Ongoing

- a. Present specific requests to the Congressional Delegation to help advance the City's agenda with influential members of the U.S. House and Senate with legislative jurisdiction.
- b. Identify grant opportunities, review applications, provide technical assistance and strategy to enhance the likelihood of success.
- c. Use creative, innovative approaches to secure funding.
- d. Secure letters of support from allies *like this one from Congressman Mario Diaz-Balart's in support of marked police cruisers for the City of Miami.*
- e. Draft legislative language, develop position papers, provide research and data as needed to support federal priorities.
- f. Review policy statements and coordinate where appropriate with allied associations (e.g., National League of Cities) to build coalitions supporting the City's agenda.



6. Establish positive relationships with decision-makers and create support in Congress and Administration for priority issues. – Ongoing

- a. Establish regular communication and visibility for City leaders through meetings, thought leadership, and site visits targeting key leaders and influencers.
- b. Identify public policy issues for the City to demonstrate thought leadership (e.g., published articles, speaking opportunities) in media, industry groups, or with agency and congressional leaders.
- c. Coordinate site visits and accompany congressional members and staff to demonstrate the City's leadership or highlight needs in priority areas.
- d. Identify opportunities and draft Congressional testimony for City leadership.
- e. Arrange meetings for City representatives with Members of Congress, their appropriations staff, and White House/Administration/Agency officials. *The picture above illustrates a typical meeting with Rep. Debbie Wasserman-Schultz, a member of the House Appropriations Committee.*
- f. Provide 24/7/365 support for City priorities.
- g. Develop meaningful agendas, talking points, and briefing materials.
- h. Monitor and impact legislation and regulations affecting the City.
- i. Establish and maintain regular interaction and assist the City in establishing long-term relationships with influencers, industry groups, and decision-makers.



7. Regular Communication with the City of Opa-Locka – Ongoing

- a. Create a calendar of issues and events during the Congressional Session and Committee meeting process.
- b. Written weekly activity reports on pending legislation and City priorities.
- c. Memo-style written reports detailing action taken during the month, status of issues, and anticipated activity during the upcoming month.
- d. Meetings and/or conference calls to update City staff on contacts and advocacy efforts and develop appropriate strategies.
- e. Regular, informal conversations and meetings on priorities, including any trends or intelligence that will help City leaders and staff stay updated on priorities. In person or video conference updates on the progress of the Federal agenda.
- f. In-person presentations to the City leaders on the status of Federal Agenda.
- g. A final comprehensive report on specific legislation or policies affecting the City.

Becker's Federal Lobbying Team Bios



Clarence Williams
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Lead federal lobbyist, **Clarence Williams** represents and advocates for a wide range of clients before Congress and federal executive branch agencies including the Department of Commerce, including the EDA, NOAA, NTIA the Minority Business Development Agency, and the Census Bureau; the Department of Housing and Urban Development; Department of Transportation, Department of Homeland Security, Federal Aviation Administration, Army Corps of Engineers, Environmental Protection Agency, Department of Defense and military branches, and the Department of Agriculture. His local governments include the counties of Volusia, FL, Hennepin, MN, and Loudoun, VA, as well as municipalities, Jacksonville, Miami Gardens, North Miami, Palatka, West Park, FL, and Alexandria VA, and a number of universities. Clients rely on Clarence's policy and political acumen, gained over 15-plus years of public service in Florida and Washington, DC, to help them take advantage of federal opportunities and navigate potential pitfalls in regulations, procurement, and legislation. He uses his knowledge of state and federal government programs to help clients access and leverage government funding and unravel complicated program overlap. His lobbying practice also includes private sector technology and defense-related clients.

A dynamic speaker who translates complex policy matters for all audiences, Clarence provides policy updates to clients on subjects including Opportunity Zones, housing and homelessness, health care, tax, government procurement, education, and general government processes. In fact, he authored a strategic plan document for client Enterprise Florida, Florida's former de facto Department of Commerce. Clarence has guest spoken to a host of local governments and local/regional economic development agencies regarding how to direct impactful development utilizing Opportunity Zones as the investment catalyst.

Work History

Clarence served as Chief of Staff for former Miami-Dade Congressman Kendrick B. Meek (D-Miami). He served as the Congressman's chief policy advisor and strategist on all matters before the U.S. House of Representatives. He directly managed the Congressman's portfolio of issues relating to the Committees on Ways and Means, Armed Services, Homeland Security, and Budget. Clarence specialized in health care, housing, armed services, taxation, energy, local government issues, education, and domestic and international trade. As lead staff for former Congressman Meek on the House Armed Services Committee, he has hands-on experience in the military, scientific, and defense-related topics from policy to procurement to research and development.

Since leaving Capitol Hill in 2011, Clarence has represented public and private sector clients before Congress and the Administration. He has succeeded in securing funding and making legislative and regulatory changes to fulfill his client's goals. He works especially closely with federal agencies, including DOD, USACE, EDA, HUD, DOT, FAA, TSA, DHS, and Members on the Transportation, Armed Services Committees, House Financial Services, Science, Space & Technology, Homeland Security and Senate Banking, Housing and Urban Affairs, Commerce, Armed Services and Homeland Security Committees and House and Senate Appropriations Committees, including the Transportation-HUD subcommittee.

He helps clients navigate federal agencies, including guiding the City of North Miami, on the re-certification for the National Flood Program Community Rating System. Bethune-Cookman University obtained an invitation to join an \$86 million federal STEM research consortium sponsored by the United States Army. He assisted the City of Miami Gardens in obtaining \$1.2 million through the Department of Justice's COPS program. He orchestrated the release of over \$1 million in sequestered grant funds for a capital project in Opa-Locka. He worked with the Department of Transportation's Federal Aviation Administration to maintain the operation of the Executive Airport in Opa-Locka in the face of widespread contract tower closing. Opa-Locka was one of only 24 airports to remain open of the original 177 slated for closing. He helped secure \$25 million authorization in the National Defense Authorization Act for STS International Inc. He worked with the Department of Defense on logistics, IED technology, and securing their fuel fleet.

Education & Training

- Florida State University, B.A. 1992

Examples of Client Accomplishments

- ✓ **Brevard Aquarium** – Successfully obtained a \$2.5 million earmark for the developing aquarium and conservation entity in Brevard County, Florida.
- ✓ **Local Government Earmarks** – Over \$36 million in earmarked appropriations since 2022 for cities and counties.
- ✓ **Volusia County** – Worked with Volusia to secure \$38M in direct grant funding through the CDBG Disaster Response funding for restoration, mitigation, and economic development, which resulted in the County receiving \$328.9M, which was followed by an additional \$133M in 2025
- ✓ **Bethune-Cookman University** – Assisted Bethune-Cookman University in obtaining an invitation to join an \$86 million federal STEM research consortium sponsored by the United States Army, as well as a DOJ-sponsored research project to study behavioral aspects of domestic violence.
- ✓ **Florida International University** – Secured \$5.1 million for client, Florida International University to create a Center of Excellence in joint partnership with the Department of Defense, NASA, and NOAA for research in origami antennae. Also Obtained \$4.9 million from the United States Air Force for Florida International University to create a Center of Excellence in Origami Antenna development.
- ✓ **City of Miami Gardens** – Obtained \$1.2 million through the Department of Justice's COPS program to hire the city's first entirely residential police class.
- ✓ **Opa-Locka** – Worked with the Department of Transportation's Federal Aviation Administration (FAA) to maintain the Executive Airport's operation in Opa-Locka in the face of widespread contract tower closing. Opa-Locka was one of only 24 airports to remain open of the original 177 slated for closing. Also leveraged federal-state relationships to orchestrate the release of over \$1 million in sequestered grant funds for a capital project in Opa-Locka while simultaneously negotiating funds from the State Revolving Fund totaling just under \$1 million for a related project in Opa-Locka.
- ✓ **STS International Inc.** – Secured a \$25 million authorization in the National Defense Authorization Act for client STS International Inc.
- ✓ **Florida Memorial University** – Worked with program officials within the Department of Education and Congressional committee staff to provide the Department with authority to modify eligibility requirements for an existing program with remaining funds from the previous budget year. In advocating for and obtaining the modification the Department wanted, and our client needed, our team was able to assist Florida Memorial University in receiving \$12 million in capital funding from the program's remaining money. Also secured multi-year funding through the United States Air Force for Florida Memorial University's Aviation and Aerospace program.
- ✓ **U.S. Department of Defense** – Worked with DOD on logistics, IED technology, and securing their fuel fleet.
- ✓ **University of Miami** – Assisted the University of Miami in partnering with the National Institute of Occupational Safety and Health through an MOU agreement to perform research related to firefighter cancers.



Sadie Haire

Government Relations Consultant

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Sadie Haire is a Government Relations Consultant in Becker's Federal Lobbying Practice. A 9th-generation native Floridian from Madison County, Ms. Haire proudly worked in the Florida House of Representatives within the Clerk's Office and as State Representative Jason Fischer's District Aide in Jacksonville, and State Representative Jason Shoaf's District Aide throughout North Florida, leading public relations efforts for state government events and fundraisers and managing all constituent services.

As a Regional Director for the Republican Party of Florida, she oversaw St. Johns, Clay, Flagler, Volusia, Duval, and Nassau Counties. In this role, she met with local officials and community members, led grassroots efforts, and assisted Governor Ron DeSantis' gubernatorial campaign, Congressman Rutherford's re-election and Governor Rick Scott's successful United States Senate campaign.

As a Native American descendant, Ms. Haire specializes in Tribal issues, as well as Grant Research, Rural Communities, Transportation Infrastructure, Public Safety Advocacy, Community Resiliency, Crypto, Municipal Funding, and Water and Energy issues.

Education & Training

- Florida State University, B.A.

Examples of Client Accomplishments

- ✓ **Secured letters of support from Senator Rubio for the Florida Rural Economic Development Association's (FREDA) grant requests** for the *Manufacturing a Stronger Rural Florida* initiative. The Becker team worked closely with FREDA to align their proposals with federal priorities and gain critical Congressional backing.
- ✓ **Secured a \$325,000 FY24 earmark for Street Smarts Virtual Reality (SSVR)** to fund VR training systems. The project supports law enforcement by providing hardware and software for immersive scenario-based training.
- ✓ **Secured a \$735,000 FY24 earmark for SoundThinking (formerly ShotSpotter)** to implement gunshot detection systems, advancing public safety initiatives in targeted jurisdictions.
- ✓ **Gained inclusion of two FY25 earmark requests for Okeechobee County totaling \$7.1 million:**

- \$3.7 million in the House Transportation, Housing and Urban Development Subcommittee for *Berman Road Improvements* to restore, resurface, rehabilitate, and reconstruct approximately 21.67 miles of critical roadway.
- \$3.4 million in the House Transportation, Housing and Urban Development Subcommittee for *Airport Runway 14-32 Rehabilitation* to mill and overlay 75% of the runway and reconstruct 25% with a new pavement section. These requests are currently pending completion of FY25 process.
- ✓ **Gained inclusion of a \$1 million FY25 earmark for Clean Refineries Inc. (CRI)** in the pending House Transportation, Housing and Urban Development Subcommittee for the *Duncan Water and Wastewater Project*. The funding would support the installation of a 300,000-gallon water tower for fire protection and increased water supply, an 8" water line to accommodate growth, and an integrated wastewater system. This request is currently pending completion of FY25 process.
- ✓ **Gained inclusion of a \$360,000 FY25 earmark for Street Smarts Virtual Reality (SSVR)** in the pending House Commerce, Justice, Science, and Related Agencies Subcommittee process. The funding will support hardware and training software for a virtual reality (VR) training system, enabling law enforcement officers to train for diverse scenarios, enhancing readiness and response.

Examples of Becker's Federal Lobbying Team Success

There is no learning curve for our team when it comes to representing local governments, like the City of Opa-Locka before Congress and Executive agencies. Lead lobbyist Clarence Williams has decades of federal lobbying experience. Each member of the Becker team is an experienced advocate, skilled political strategist who is an able negotiator, successful coalition builder, and trusted lobbyist.

Transportation: The Becker team has devoted considerable time and garnered much success working with the US Department of Transportation from buses and first/last mile solutions, roadways, highways, traffic mitigation, and right-of-way funding to infrastructure investments at airports, ports, and intermodal transportation. We can assist the City with meeting and exceeding its funding goals for projects to facilitate investments in enhanced transportation, infrastructure, and economic development.

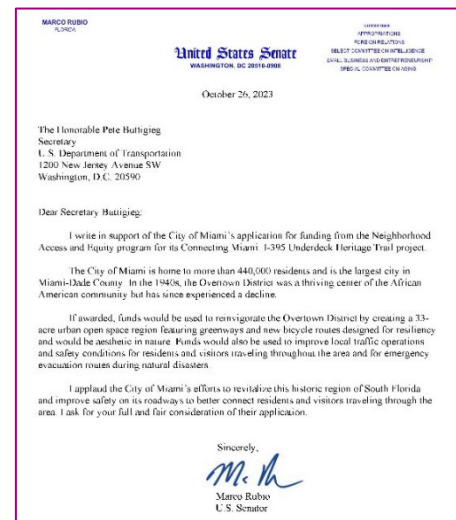
Our connections in Congress and USDOT can help the City find innovative, little-known funding streams and create partnerships to assist with the City's transportation needs. Specifically, we have successfully supported legislative initiatives to increase local government access to cost-effective funding, government-backed low-interest loans, and private capital for priorities including transportation, roads, bridges, trails, and water/wastewater/sewer infrastructure. Additionally, we have effectively secured funding for municipal clients with numerous road/highway/transportation infrastructure projects through the bipartisan infrastructure bill. IIJA provides significant funding for bridges, highways, surface streets, pedestrian safety, rail

crossings, safe streets, SMART cities, mass transit and other related projects. As noted below, we helped our clients gear up quickly and politically to apply for and secure funding. Our representation of the Broward Metropolitan Planning Organization (MPO) is a good example of our transportation and infrastructure expertise. The Broward MPO helps lead transformational change in Broward County by leveraging federal funds to support Broward's growing economy. We have had quick success for the MPO including a new \$15 million grant.

Federal investments in transportation infrastructure can be game changers. Becker's strategy of elevating our client's priorities to the right high-level decision-maker and using compelling demographic and economic data to demonstrate need has been vital to our success. Coalition building is also a proven strategy for success. We have built and led regional coalitions of lawmakers to show regional economic impact and secure broad political support.

Becker Client Successes

- ✓ Becker's federal lobbyists helped the **City of Jacksonville** secure a \$1,250,000 grant from the Build America Bureau, a division of the U.S. Department of Transportation. This funding will support the management of the LaVilla Transit Innovation and Equity Project, an effort to revitalize key transportation assets by transforming existing facilities into a cohesive, multifunctional transit hub in downtown Jacksonville.
- ✓ The Becker team helped **Sarasota County** receive \$4,000,000 for the Fruitville Road Capacity Improvements. The funding for this project will be used to support the design, permitting, and right-of-way acquisition. These improvements will increase travelers' safety and capacity for vehicles, pedestrians, and bicyclists along the road. The Becker team worked with Sarasota's local congressman, Rep. Gregory Steube (R-FL) and his staff to demonstrate the need and secure this win.
- ✓ Becker's federal lobbying team helped secure the Reconnecting Communities and Neighborhoods (RCN) Grant for the **City of Miami**, the **City of Jacksonville**, and **Broward Metropolitan Planning Organization (MPO)**. For each project, we worked closely with Mohsin Syed, the Chief of Staff for the former Secretary of Transportation, Pete Buttigieg. The **City of Miami** received \$60,353,730 for the Underdeck to transform the barrier of the original highway by integrating a 33-acre public open space and mile-long trail system below I-395. The Becker team secured this historic win for the City by working with then-Senator Marco Rubio and making sure his support letter had the highest impact at DOT. The **City of Jacksonville** received \$147,089,058 for the Emerald Trail, which will reconnect disadvantaged communities divided by Interstate 95 (I-95) and mitigate adverse environmental and socioeconomic impacts caused by this burdening highway. **Broward**



MPO received \$1,500,000 for Connect FTL to improve five highway-rail grade crossings of roadways with the Florida East Coast Railroad (FEC) by tunneling under the railroad to improve pedestrian and cycling connections between the majority-Black west side of Fort Lauderdale, and the wealthier east side.

- ✓ The **City of Coral Gables** secured \$2,500,000 to construct a downtown Mobility Hub. The Hub will be a state-of-the-art parking structure and transit hub with hundreds of new parking spaces, including 73 EV charging stations, and a regional transportation stop for local bus and trolley services. It will also have an activated rooftop with open and closed air spaces for public use and congregation, including landscaped areas, and an air-conditioned venue space.
- ✓ For the **Virginia Port Authority (VPA)**, the team has secured a total of \$107.1 million in funding through various grants (New Start, Port Infrastructure Development grant, Federal Highways grant) in our first year of representation. VPA is an *excellent example of a politically creative strategy* using a regional approach and economic data to demonstrate the multi-state economic impact of the Port's expansion. We leveraged the teams' collective contacts and expertise in economic development to illustrate job creation and retention. We would happily share examples of how we created a multi-state coalition to support the Port's funding requests.
- ✓ Also, for the **Virginia Port Authority**, the Becker team helped secure an award of \$69.3 million through The Army Corps for the Port to dredge the harbor to 55 feet, a significant victory to help expand one of the fastest-growing ports in the country. After a three-year delay, the Becker team helped secure the funding by coordinating a political strategy with contacts at the White House, OMB, and the Army Corps. With the help of Becker, VPA has made major investments in infrastructure/capacity with the expansion of primary cargo terminals, expanded capabilities of port facilities, and dredging.
- ✓ **Collier County's** primary focus has been on transportation infrastructure funding, water quality and water infrastructure, disaster funding, beach erosion, shore renourishment, FEMA reimbursements, and national flood insurance program stabilization. Collier has achieved significant funding and legislative success, including \$13 million in USDOT TIGER Grant funding for transportation infrastructure for Collier County. This highly competitive grant was won on a re-application following a high-level debrief with USDOT and outreach from the entire delegation, including then-House Transportation Appropriations Committee Chairman Mario Diaz-Balart (R-FL). The Becker federal lobbying team worked closely with USDOT's Office of Intergovernmental Affairs to win Collier County's significant win.



- ✓ For **Collier County**, the team helped achieve \$9+ million to purchase new buses and rehabilitate its existing operations and maintenance building. We proactively helped Collier officials design a project aligned with the grant requirements and our knowledge of FTA's priorities.
- ✓ **Collier County** also secured millions for transportation infrastructure to support improvements to two critical interchanges on I-75 at Everglades Boulevard and Collier Boulevard/S.R. 84. These improvements were critically needed to provide access to safe evacuations from storms and fires as significant growth continues in Collier County.
- ✓ For **Broward's Metropolitan Planning Organization (MPO)**, Becker's Federal Lobbying team secured over \$15 million in federal funding to upgrade safety at rail crossings on the busy Florida East Coast Railway line throughout Broward County. The Federal Railroad Administration (FRA) grant was awarded to the MPO as part of President Biden's Bipartisan Infrastructure Law to help reduce train-vehicle collisions and blocked rail crossings across the country.
- ✓ For the **City of Alexandria**, the Becker federal lobbying team assisted in securing nearly \$24 million in funding for the Low-No Grant Program as part of DASH's transition to a 100% zero- emissions fleet. We also secured \$1,000,000 for the City to establish the Smart Mobility Lab (SML) and invest in initial research and technology development where gaps exist to attract and leverage industry engagement. Some smart mobility technologies that may be deployed in the SML include: a data exchange system for integrating data from various systems deployed in the SML while providing security and appropriate access for research and development opportunities; smart intersection solutions that identify conflicts and improve vulnerable road users' safety; adaptive lighting on roadways that adjust with changing weather conditions and traffic; implementation of customizable features (like real-time red light patterns changes) to accommodate traffic flow; and the analysis and creation of mobility hubs to connect multiple modes of transportation and make commuting easier.

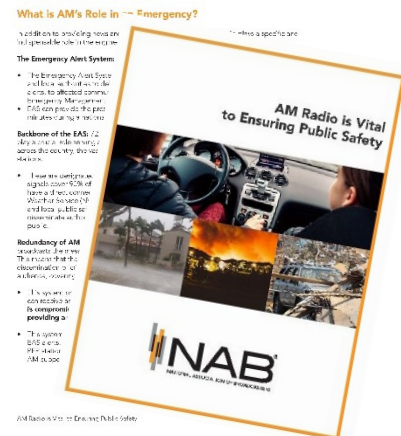


Public Safety

Local governments depend on critical federal investments in public safety, police, and fire services through various federal programs such as the Assistance to Firefighters Grants, Fire Prevention & Safety, and the Staffing for Adequate Fire and Emergency Response programs. This funding is for critically needed resources to equip and train emergency personnel to meet recognized standards, increase staffing and training, enhance operations efficiencies, foster interoperability, and support community resilience. The Becker team works regularly with the Department of Justice, Homeland Security, and other agencies to secure grant funding for public safety, emergency equipment and training while advocating for increased funding levels for these programs.

Becker Client Successes:

- ✓ **SoundThinking** is a gunshot detection technology that helps protect communities through coverage of gunshot detection systems. The Becker team has secured over \$10 million in Department of Justice and Homeland Security funding for police training, safety equipment, infrastructure issues, and funding for cities, counties, and regional programs to use this technology.
- ✓ For the **Town of Davie**, we have leveraged numerous funding opportunities through federal agencies and grant programs such as COPS grants for police funding, SCBA grants for fire protection, and Economic Development Agency (EDA) grants. We secured a U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) de-obligation appeal through the State associated with Hurricane Wilma of \$1.2 million. We also helped secure \$800,000 for body-worn cameras.
- ✓ For **Cape Coral**, the Becker team received nearly \$100,000 from the Paul Coverdell Forensic Science Improvement Grants Program for Cape Coral police department technology upgrades and certifications from the U.S. Department of Justice working with the local congressional delegation.
- ✓ The Becker team lobbied for our client **iHeartRadio** on the AM Radio Bill. This bill requires the Department of Transportation (DOT) to issue a rule that requires all new passenger motor vehicles to have devices that can access AM broadcast stations installed as standard equipment for emergencies. Pictured on the right is a one pager for our client, **The National Association of Broadcasters (NAB)**, distributed on AM Radio and its vital importance to ensure public safety. Becker continues to work with both clients as momentum grows in Congress for this essential legislation.
- ✓ For the **Broward County Sheriff's Office (BSO)**, we secured \$525,000 for the digital forensics unit expansion on enhanced human trafficking intelligence and \$963,000 for the Real Time Crime Center (RTCC).
- ✓ The Becker team also assisted **Broward County Sheriff's Office (BSO)** secure \$563,000 for a mental health diversion project. This program will increase supervision of pretrial defendants in the community in partnership with law enforcement and outside agencies, ensuring that mandated conditions and court ordered special requirements are satisfied.
- ✓ In FY24, the **City of Lauderhill** received \$963,000 for the Police Department Comprehensive Domestic Violence Approach Project. This project will support technology and staffing to improve responses and work to drive down domestic violence occurrences in Lauderhill.



- ✓ In 2024, the **City of Hialeah** sought to replace 50 marked vehicles in the aging police fleet and the technology equipment inside these vehicles. The Becker team worked with Rep. Mario Diaz Balart, pictured on the right, to secure \$2,589,680 million for modern, state-of-the-art police vehicles.
- ✓ The Becker team also recently submitted a \$2,000,000 earmark for the **City of Hialeah's** Police Department Real-Time Operations Center Project. This center will function as a central command that will aid police officers in responding to incidents by providing critical information regarding the scene they are approaching. This will significantly improve the responding officers' situational awareness.
- ✓ The **City of North Lauderdale** received \$750,000 in Community Project Funding through the FY24 Appropriations Process for their Law Enforcement License Plate Reader System. Implementation of this License Plate Reader System provides a valuable tool to their local law enforcement for community safety. This first ever federal appropriation for the City of North Lauderdale was requested by Congresswoman Cherfilus-McCormick, who then presented them with their award.
- ✓ We have had tremendous success obtaining funding for the **City of Virginia Beach**. The Becker team has successfully secured:
 - In FY23, \$1,482,900 for IT Modernization of the Emergency Operations Center and \$1,500,000 for the Law Enforcement Training Facilities.
 - In FY24, \$3,000,000 for the Joint Operations Center. The funding will be used to construct approximately 30,000 square feet, Critical Operations Facility to house staff and support personnel during normal daily operations and during natural disasters in an event's preparation, monitoring, and recovery stages. The City also received \$693,000 for the Police Department's Creeds Training Facility. This funding will support a separate, new "simunition" training structure, complete with a classroom and defensive tactics training mat room, allowing for expanding advanced training evolutions and preventing the overuse and deterioration of existing structures.



Economic Development

The Becker team has worked extensively with cities, counties, transit authorities, developers, and investors to support programs to attract and retain businesses and workforce talent to a community. Clarence Williams is particularly well-versed and successful in helping local government clients secure economic development funding and programs that support arts, cultural, sports, business, and training opportunities for sustained workforce development. Our team is actively involved and expert in the Qualified Opportunity Zone incentive program. Becker

team members have also served in leadership positions at local and state economic development organizations.

Opportunity Zones represent more than a simple tax break – they are a **powerful vehicle** for bringing economic growth to communities that need it most but have not had the investment historically to independently create jobs, build environments to incentivize business relocation, or increase the quality of life for their residents. Opportunity Zones can help **create momentum** in communities that need a boost in their economic recovery efforts, representing a vital new funding opportunity for cities and counties throughout the country.

The Becker team has also helped several cities, counties, nonprofit, and university clients with workforce programs to help disadvantaged communities.

Becker Client Successes:

- ✓ We have demonstrated our knowledge and understanding of community, economic, and workforce development on behalf of several clients. We helped Daytona Beach Regional Airport develop airport property in a designated opportunity zone into an innovation park, using the surrounding assets and workforce to generate more and better jobs in the underutilized area. The Becker team also masterfully coordinated economic development planning delegations from federal agencies such as USDOT and the Economic Development Agency to tour sites in Volusia County, resulting in technical assistance and planning grants for priority projects.
- ✓ The Becker team advocated on behalf of **Sarasota County** and **Volusia County** to receive direct allocations through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program. Sarasota received over \$210M and Volusia received over \$133M.
- ✓ For **Sarasota County**, we helped expedite reconsideration and approval of athlete visas for the World Rowing Championship and support municipal bonds' tax-exempt status. We succeeded in eliminating language in the final tax package that would have impacted bonding for constructing professional sports stadiums for large-scale tourism events.
- ✓ For **Florida Memorial University**, Becker helped secure \$1,500,000 for the Entrepreneurship Center which will provide business support services and development to local businesses and other organizations through continued education. It will also provide professional development, industry certifications, and contribute to the economic development and vitality of Fort Lauderdale. Pictured on the right is a letter of support Becker helped secure from Rep. Sheila Cherfilus-McCormick.
- ✓ For the **City of Virginia Beach**, the City needed land to build a school and requested a land conveyance of 2+ acres to the City of Virginia Beach Public Schools of the Oceana Boulevard Excess Property. The language approving the conveyance was included in the Department of Defense FY22 Authorization bill, a



significant victory for the City. The City of Virginia Beach Public School system wanted to purchase the 2.77 acres from the Navy for additional school bus parking, and the City has needed extra space to house school buses for quite some time.

- ✓ Becker has helped clients such as **Davie, Cape Coral, Sarasota, and Collier** counties by identifying and securing grants and other funding opportunities through federal agencies. In Davie, we coordinated technical assistance training for Town staff to effectively and efficiently apply for grants, including COPS grants for police funding and Assistance to Firefighters grants for fire protection.
- ✓ The lobbyists work with cities, counties, and economic development entities to use the Qualified Opportunity Zone incentive program to help maintain the program as a socially impactful and sustainable one by ensuring stakeholders know how to create profitable development while serving the workforce housing needs.
- ✓ Clarence Williams advised **Enterprise Florida** (EFI was the state's de-facto quasi-governmental Commerce Department until the legislature dissolved it in 2023) on utilizing the Opportunity Zone program for not only business development, but housing development as well. For EFI, Clarence was asked to develop a strategy for how the state could best employ support for the state's opportunity zones.

Affordable Housing

The City of Opa-Locka is helping to transform affordable housing by increasing inventory and changing how the region approaches housing at all income levels. Of course, we know that public safety, infrastructure, parks, pedestrian safety, road construction, and transportation improvements all contribute to safe, stable, affordable housing. In addition to bringing additional incentive funding from federal agencies like Housing and Urban Development and the Economic Development Agency, our team is actively involved and expert in the Qualified Opportunity Zone incentive program. We will also advocate for maintaining the Low-Income Housing Tax Credit's expansion and the extension of the New Markets Tax Credits.

In addition to HUD, there are housing/homelessness assistance programs in several agencies that we regularly work with, including:

- Health and Human Services (HHS)
- Department of Labor
- Veterans Administration
- Department of Education

In fact, HHS has nearly as many assistance programs as HUD to manage the effects on homelessness on children/runaways, the elderly, the mentally ill, and those suffering from substance abuse.

Becker Client Successes:

The Becker team has helped several cities and universities with workforce programs to help disadvantaged communities and the homeless get back on their feet.

- ✓ Secured over \$10,000,000 for the **City of Miami** in FY24 through earmarked funding, including \$3,500,000 for the Flagler Affordable Senior Housing project that will develop a newly constructed affordable housing building for the elderly.
- ✓ The Becker team has successfully worked with **Hennepin County** to support policy changes that would assist HIV populations with homelessness through HUD. The Emergency Shelter Program for Hennepin County received \$500,000 (FY22 Appropriations bill).
- ✓ For **Palm Beach County**, the Becker team worked tirelessly with the County to urge HUD to clarify the language within the Fair Housing Amendments Act (“the Act”) and its application to sober homes. The courts have applied the Act inconsistently over the years and this has caused a significant burden to be placed upon the states and local governments. This clarification allowed Palm Beach County to pass ordinances to protect the safety of the residents of these homes.
- ✓ The Becker team also secured \$2,250,000 in FY24 for a workforce affordable housing development in **Palm Beach County**. This project will provide gap financing for the acquisition, construction and equipping of Condominiums, Multi-Family Rental Units, Single Family Homes and Townhomes, additionally leveraging Palm Beach County’s \$200 million Workforce and Affordable Housing Bond Program, annual allocations from the Infrastructure Sales Tax, ad valorem and other county funding.
- ✓ For the **City of Alexandria/VA Tech**, the Becker team obtained earmark funds for a mobility project to assist disadvantaged communities with transportation needs (through USDOT).
- ✓ We are currently working with the **City of Palatka** to obtain a housing voucher to meet their current needs in the community.
- ✓ Our team has proven experience with **HUD Formula Programs**, despite being slashed in the President’s budget request; we helped achieve full-level funding levels for both the Community Development Block Grants (CDBG) and the HOME Investment Partnership (HOME) programs in the HUD budget for **Sarasota County** and all of our municipal clients.
- ✓ The Becker team has successfully worked with Rep. Posey’s office to help get a **Brevard Work Program Project** that was held up moving with the Army Corps of Engineers. Additionally, we worked in coordination with the office to ensure the County’s eligibility to use pandemic funding through its CDBG allocations for its Emergency Operations Center, for which the County was able to obligate \$6.75 million.
- ✓ **Volusia County** was one of 16 counties impacted by hurricane damage. We worked with Volusia to secure \$328.9 million in direct grant funding through the CDBG Disaster Response funding for restoration, mitigation, and economic development. HUD officials wanted to be sure that funds would go directly to local government as quickly and efficiently as possible.
- ✓ The Becker team helped secure \$500,000 for the restoration of the Pendleton Affordable Housing Project in the **City of Alexandria**. The City will work with property owners to

preserve unique, affordable housing in the community while renovating a building with historic, cultural, and architectural significance.

- ✓ The team submitted a \$850,000 earmark for the **Urban League of Broward County** - Village of Oakland Park. This will create a sustainable energy-efficient mixed income housing development that encompasses multigenerational residents. This project will alleviate the burden of housing affordability for families ranging from 30% to 120% average median incomes (AMI) in Broward County. The master plan of this development encompasses nineteen acres of housing units ranging from apartments and townhouses with both rental and ownership options.

Flood Mitigation

The Becker team has successfully secured federal funds for various public works projects through DOT, DHS, DOC, and other agencies. Like many cities, we understand the City of Opa-Locka's needs funding to serve its city residents. We are adept at identifying potential funding sources for local infrastructure projects such as neighborhood revitalization, stormwater and sewer improvements, waste management, clean water, road improvements including emergency evacuation routes, ingress and egress, communications systems, and other public works projects. We work hard to match our client's local needs with the priorities of federal programs, and we will work with City staff to request appropriations funding, identify grant funding, build political support, and create compelling narratives and data to support your needs.

Becker Client Successes:

- ✓ In 2023, the **City of Hialeah** identified several roadways that needed infrastructural improvements. The improvements consisted of storm water mitigation through the installation of curbs and gutters, a complete reconstruction of the identified roadways, installation of sidewalks, and energy efficient LED street lighting. Through THUD, the Becker team secured \$3,000,000 for the Roadway Revitalization and \$5,000,000 for Phase II of the Sewer Line Revitalization.
- ✓ For **Collier County**, the team helped achieve \$9+ million to purchase new buses and rehabilitate its existing operations and maintenance building. We proactively helped Collier officials design a project aligned with the grant requirements and our knowledge of FTA's priorities.
- ✓ **Collier County** also secured millions for transportation infrastructure to support improvements to two critical interchanges on I-75 at Everglades Boulevard and Collier Boulevard/S.R. 84. These improvements were critically needed to provide access to safe evacuations from storms and fires as significant growth continues in Collier County.
- ✓ The Becker team secured \$750,000 for the **City of Virginia Beach** trail. Funding will be used to construct a paved shared-use, 3-mile segment that will connect to Norfolk's Tide and HRT bus system, continue through two federally designated Opportunity Zones and Town Center, and terminate at Constitution Drive.
- ✓ For the **City of Miami**, Becker worked with Rep. Maria Elvira Salazar's (R-FL) office to secure funding for two flood mitigation projects in the most adversely affected areas of

the city. The 8th Street Neighborhood Flood Mitigation Project and the Jose Marti Park Flood Mitigation project received \$4,000,000 in the Transportation-HUD Appropriations bill under the Economic Development Initiative Account. The Little Havana community's 8th Street and the Jose Marti Park Flood Improvement projects will address the significant flooding during king-tides, rain events, and effects of the sea-level rise.

- ✓ For the **City of Miami**, we secured \$1,000,000 for drainage improvements, wider roadways, and new and safer sidewalks and crosswalks.

Appropriations

Our decades-long experience on Capitol Hill has produced remarkable results for municipal clients, especially in funding their priorities. Below is a list of the Becker Team's recent earmark funding successes, which demonstrate our ability to deliver for our clients' diverse funding requests. Each request began with our "deep dive" research, priority setting, and matching approach described below in Project Approach.

The Preliminary FY 2025 Appropriations Bill included over \$75,000,000 in earmark funding for Becker's clients. Unfortunately, all FY25 earmarks disappeared with the passage of the House's Full-Year Continuing Resolution.

FY 2024 Final Earmark Funding		
Client	Project Name	Project Amount
Broward County Sheriff's Office	Digital Forensics	\$525,000
Broward County Sheriff's Office	Real Time Crime Center	\$963,000
Broward MPO	SR-5/US 1	\$850,000
City of Alexandria	Crime Prevention Pilot Program	\$670,000
City of Alexandria	Smart Mobility Lab	\$963,000
City of Alexandria	Pendleton Affordable Housing	\$500,000
City of Alexandria	On-Route Charging	\$1,000,000
City of Cape Coral	Septic to Sewer	\$1,000,000
City of Coral Gables	Mobility Hub	\$2,500,000
City of Hialeah	Police Fleet Revitalization Project	\$2,590,000
City of Miami	Water Main Upgrades	\$1,000,000
City of Miami	Little Haiti Youth Center	\$1,000,000
City of Miami	Allapattah Community Action Center Renovations	\$2,853,787
City of Miami	Allapattah Community Action Center Renovations	\$1,700,641
City of Miami	Flagler Affordable Senior Housing	\$3,500,000
City of Miami Gardens	Miami Gardens Multipurpose Center	\$1,000,000
City of North Miami	NoMi Senior Center	\$850,000

City of South Miami	Septic to Sanitary Sewer for Sub-Area K	\$1,750,000
City of Virginia Beach	Virginia Beach Joint Operations Center	\$3,000,000
City of Virginia Beach	Creeds Training Facility	\$693,000
City of Virginia Beach	Laskin Road I-B	\$3,000,000
City of Virginia Beach	Virginia Beach & Vicinity Coastal Zone Management Study	\$400,000
City of Virginia Beach	Rudee Inlet	\$3,900,000
Collier County	Transit Maintenance	\$4,190,000
Florida Gulf Coast University	Groundwater to Surface Water Quality Project	\$750,000
Florida Memorial University	Cyber Innovation Hub Research & Research-Related Technology and Equipment	\$900,000
Hennepin County	Emergency Shelter System	\$750,000
City of Lauderhill	Comprehensive Domestic Violence Approach	\$963,000
City of North Lauderdale	License Plate Reader	\$750,000
Palm Beach County	Advanced Water Purification Facility	\$959,757
Palm Beach County	Bus Shelter Expansion	\$500,000
Palm Beach County	Workforce Affordable Housing Development	\$2,250,000
Sarasota County	Fruitville Road Capacity Improvements	\$4,000,000
SoundThinking	Gunshot Detection and Location	\$740,000
SSVR	VR Training	\$325,000
Tantalus	City of Radford Smart Power Metering Implementation	\$500,000
Tantalus	Village of Monroeville Grid	\$248,000
Town of Davie	New River Estates Drainage	\$959,757
Urban League of Broward	Village of Oakland Park	\$850,000
Virginia Port Authority	Norfolk Harbor	\$47,450,000
	TOTAL:	\$103,293,942

FY 2023 Final Earmark Funding		
Client	Project Name	Project Amount
City of Cape Coral	Reclaimed Water Transmission Main	\$1,000,000
Chiles Group	Gulf Coast Shellfish Restoration	\$2,500,000
City of Miami	8th Street Neighborhood Flood Mitigation	\$4,000,000
City of Miami	Jose Marti Park Flood Mitigation Project	\$4,000,000
Town of Davie	Body-Worn Camera	\$800,000
Florida Gulf Coast University	Coastal Ecosystem Health and Harmful Algal Bloom Dynamics	\$440,000

Florida Memorial University	Entrepreneurship Center	\$1,500,000
Hennepin County	Health Equity Legal Project	\$500,000
City of Hialeah	Sewer Line Revitalization, Phase II	\$5,000,000
City of Hialeah	Roadway Revitalization	\$3,000,000
City of Miami Gardens	Repetitive Property Losses	\$750,000
City of North Miami	Museum of Contemporary Art Enhancements	\$3,000,000
Sarasota County	Legacy Trail Pedestrian Overpass	\$1,000,000
Sarasota County	Widening Winchester Boulevard	\$1,000,000
University of Miami	Marine Aquaculture Pilot-Scale Grow-out Module	\$750,000
City of Virginia Beach	Law Enforcement Training Facilities	\$1,500,000
City of Virginia Beach	Emergency Operations Center - IT Modernization	\$1,482,900
City of Virginia Beach	Laskin Road	\$2,000,000
City of Virginia Beach	Nimmo Parkway	\$3,000,000
City of Virginia Beach	Virginia Beach Trail	\$750,000
Virginia Port Authority	Craney Island Eastward Expansion	\$30,000,000
Virginia Union University	Center for Technology and Innovation	\$2,000,000
City of West Park	Cultural Facility Development at McTyre Park	\$3,000,000
	TOTAL:	\$72,972,900

3.2.6 Tab 8 References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Lobbying Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

City of Miami Gardens

Vernita Nelson, Assistant City Manager
18605 Northwest 27th Avenue, Miami Gardens, FL 33056
vnelson@miamigardens-fl.gov; P: (305) 622-8000
Duration: 2005-Present
Scope: State & Federal Lobbying

Miami-Dade County

Jess McCarty, Assistant County Attorney
111 NW 1st Street, Suite 2800, Miami, FL 33128
jmm2@miamidade.gov; P: (305) 375-1634
Duration: 2001-Present
Scope: State Lobbying

Miami-Dade County Public Schools

Tabitha Fazzino, Chief Intergovernmental Affairs
1450 NE Second Avenue, Miami, FL 33132
tfazzino@dadeschools.net; P: (786) 367-7485
Duration: 2003-Present
Scope: State Lobbying

City of Palatka

Marcia Carty, City Manager
201 N. 2nd Street, Palatka, FL 321177
mcarty@palatka-fl.gov; P: (386) 329-0100
Duration: 2016-Present
Scope: State & Federal Lobbying

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: City of Miami Gardens
Address: 18605 Northwest 27th Avenue
City/State/Zip: Miami Gardens, FL 33056
Contact: Vernita Nelson
Title: Assistant City Manager
Email Address: vnelson@miamigardens-fl.gov
Telephone: (305) 622-8000
Scope of Work: State & Federal Lobbying
Description of Services Provided: _____

2) Name of Client Entity: Miami-Dade County
Address: 111 NW 1st Street, Suite 2800
City/State/Zip: Miami, FL 33128
Contact: Jess McCarty
Title: Assistant County Attorney
Email Address: jmm2@miamidade.gov
Telephone: (305) 375-1634
Scope of Work: State Lobbying
Description of Services Provided: _____

3) Name of Client Entity: Miami-Dade County Public Schools
Address: 1450 NE Second Avenue
City/State/Zip: Miami, FL 33132
Contact: Tabitha Fazzino
Title: Chief Intergovernmental Affairs
Email Address: tfazzino@dadeschools.net
Telephone: (786) 367-7485
Scope of Work: State Lobbying
Description of Services Provided: _____

4) Name of Client Entity: City of Palatka
Address: 201 N. 2nd Street
City/State/Zip: Palatka, FL 321177
Contact: Marcia Carty
Title: City Manager
Email Address: mcarty@palatka-fl.gov
Telephone: (386) 329-0100
Scope of Work: State & Federal Lobbying
Description of Services Provided: _____

3.2.7 Tab 9 Additional Forms

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

Proposer Qualifications

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: Becker & Poliakoff, P.A.

Address: 1 E Broward Blvd, Suite 1800

City, State, Zip: FL Lauderdale, FL 33301 Phone/Fax: Tel: 954.987.7550; Fax: 954.985.4176

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

3. If Corporation, state:

Date of Incorporation: 12/22/75 State in which Incorporated: Florida

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:

Gary C. Rosen, President February 2012

Allen M. Levine, Treasurer May 2008

Steven B. Lesser, Secretary April 2001

6. The length of time in business: 50 years

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

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

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

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, County, State, Federal, or other agency.

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature  _____

Printed Name Gary C. Rosen

Drug Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION FORM

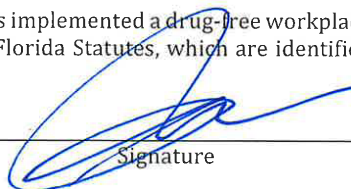
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace 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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Gary C. Rosen the
(Name)
President of Becker & Poliakoff, P.A.
(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.

4/18/25
Date


Signature

Non-Collusion Affidavit

RFQ 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Gary C. Rosen, President
(Owner, Partner, Officer, Representative or Agent) of
Becker & Poliakoff, P.A. 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
Gary C. Rosen, President
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: [Signature]

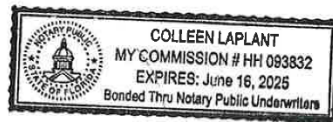
Title: President

State of Florida County of Broward

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 6 day of May, 2025.

By Gary C. Rosen
Personally known [Signature] OR produced identification _____

[Signature]
Notary Public
My Commission Expires _____



E-Verify Form

E-VERIFY

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: Becker & Poliakoff, P.A.

Authorized Signature: _____



Print Name: Gary C. Rosen

Title: President

Date: 4/18/25

Anti-Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF ~~MIAMI-DADE~~

Broward

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

By: _____

Title: President

Sworn to and subscribed before me this

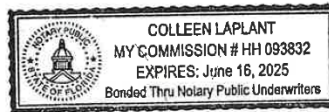
6 day of May, 2025

Colleen L. Plant

Notary Public,

State of Florida at Large

My Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2025

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 Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Angela Nervi-Saketkoo PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: angela.nervi@bbbrown.com
INSURED Becker & Poliakoff, P.A.; Association Title Services, LLC d/b/a Becker Title; Becker New York, P.C., Association Adjusting, LLC 1 E Broward Blvd, Suite 1800 Ft. Lauderdale FL 33301	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Company of Reading, Pennsylvania INSURER B: National Fire Insurance Company of Hartford INSURER C: The Continental Insurance Company of New Jersey INSURER D: Employers Assurance Company INSURER E: Allied World Surplus Lines Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 25-26GL,BA/2425 WC,**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:			7036836823	03/24/2025	03/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Per \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			7036836787	03/24/2025	03/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			7036836790	03/24/2025	03/24/2026	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	EIG535894202	01/01/2025	01/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			03121607	12/22/2024	12/22/2025	Per Occ/Aggregate \$15,000,000 Ded/Retention \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROFESSIONAL LIAB: \$10,000 Deductible applies to Association Title Services, LLC

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Cost of Services

Becker proposes an all-inclusive flat monthly fee of \$10,000 for the requested lobbying services.

The flat monthly, all-inclusive fee prevents “nickel and diming” clients for each and every interaction between lobbyists and lawmakers which happen all the time -- during work and non-work hours, on weekdays and weekends, at evening events, and sometimes during travel to conferences and events. The Becker team is committed to being “on-call” representing the City of Opa-Locka 24/7/365. The all-inclusive fee reflects that commitment.

Fees for other services requested by the City will be determined as needed.

Drug Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION FORM

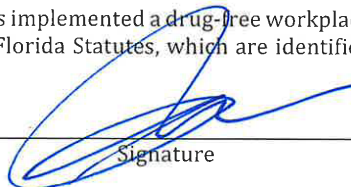
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace 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 satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Gary C. Rosen the
(Name)
President of Becker & Poliakoff, P.A.
(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.

4/18/25
Date


Signature

Non-Collusion Affidavit

RFQ 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Gary C. Rosen, President
(Owner, Partner, Officer, Representative or Agent) of
Becker & Poliakoff, P.A. 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
Gary C. Rosen, President
Print Name and Title

Permits and Licenses

State of Florida Division of Corporations



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
BECKER & POLIAKOFF, P.A.

Filing Information

Document Number	490721
FEI/EIN Number	59-1640708
Date Filed	12/22/1975
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	10/19/2022
Event Effective Date	NONE

Principal Address

1 EAST BROWARD BLVD #1800
FT LAUDERDALE, FL 33301

Changed: 10/22/2020

Mailing Address

1 EAST BROWARD BLVD #1800
FT LAUDERDALE, FL 33301

Changed: 10/22/2020

Florida Business License

***State of Florida
Department of State***

I certify from the records of this office that BECKER & POLIAKOFF, P.A. is a corporation organized under the laws of the State of Florida, filed on December 22, 1975.

The document number of this corporation is 490721.

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 January 29, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2025*




Secretary of State

Tracking Number: 9005303403CC

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

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

State Lobbyist Registration with the State of Florida

2025 Legislative Lobbyist Detail

[Back to Search](#)

Yolanda Cash Jackson

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 985-4132

Principals:

- Lobbyists registered to lobby the House and Senate will not display any chamber reference.
- Lobbyists registered to lobby one chamber and/or the PSCNC (Public Service Commission Nominating Council) will display the names of the entity(ies) next to their names (e.g., (Senate, PSCNC)) within the principal's information.
- Lobbyists registered to lobby all three legislative entities will display all entity names (e.g., (House, Senate, PSCNC)).

Yolanda Maria Cash

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 882119

Mail Address: Becker & Poliakoff P A
1 E Broward Blvd Ste 1800
Fort Lauderdale, FL 33301-1876
Office: 954-987-7550
Cell: 954-987-7550 - No Text Messages
Fax: 954-985-4176

Email: yjackson@beckerlawyers.com 

Personal Bar URL: <https://www.floridabar.org/mybarprofile/882119>

vCard: 

County: Broward

Circuit: 17

Admitted: 05/02/1991

10-Year Discipline
History: None

Law School: University of Florida, Fredric G. Levin College of Law

Firm Position: Partner/Shareholder

2025 Legislative Lobbyist Detail

[Back to Search](#)

LaToya Sheals

Mailing Address:

1 E Broward Blvd
Suite 1800
Ft Lauderdale, FL 33301-1876

Phone Number:

(954) 364-6094

Principals:

- Lobbyists registered to lobby the House and Senate will not display any chamber reference.
- Lobbyists registered to lobby one chamber and/or the PSCNC (Public Service Commission Nominating Council) will display the names of the entity(ies) next to their names (e.g., (Senate, PSCNC)) within the principal's information.
- Lobbyists registered to lobby all three legislative entities will display all entity names (e.g., (House, Senate, PSCNC)).

2025 Legislative Lobbyist Detail

[Back to Search](#)

Jose K. Fuentes

Mailing Address:

121 Alhambra Plz Fl 10
121 Alhambra Plaza 10th Floor
Coral Gables, FL 33134-4540

Phone Number:

(305) 260-1018

Principals:

- Lobbyists registered to lobby the House and Senate will not display any chamber reference.
- Lobbyists registered to lobby one chamber and/or the PSCNC (Public Service Commission Nominating Council) will display the names of the entity(ies) next to their names (e.g., (Senate, PSCNC)) within the principal's information.
- Lobbyists registered to lobby all three legislative entities will display all entity names (e.g., (House, Senate, PSCNC)).

2025 Legislative Lobbyist Detail

[Back to Search](#)

Max Steven Losner

Mailing Address:

121 Alhambra Towers
10th Floor
Coral Gables, FL 33134

Phone Number:

(305) 878-2090

Principals:

- Lobbyists registered to lobby the House and Senate will not display any chamber reference.
- Lobbyists registered to lobby one chamber and/or the PSCNC (Public Service Commission Nominating Council) will display the names of the entity(ies) next to their names (e.g., (Senate, PSCNC)) within the principal's information.
- Lobbyists registered to lobby all three legislative entities will display all entity names (e.g., (House, Senate, PSCNC)).

2025 Legislative Lobbyist Detail

[Back to Search](#)

Jileah Wilder

Mailing Address:

1 E Broward Blvd
Suite 1800
Ft Lauderdale, FL 33301-1876

Phone Number:

(954) 364-6023 x15123

Principals:

- Lobbyists registered to lobby the House and Senate will not display any chamber reference.
- Lobbyists registered to lobby one chamber and/or the PSCNC (Public Service Commission Nominating Council) will display the names of the entity(ies) next to their names (e.g., (Senate, PSCNC)) within the principal's information.
- Lobbyists registered to lobby all three legislative entities will display all entity names (e.g., (House, Senate, PSCNC)).

 2025 Legislative Lobbyist Detail

[Back to Search](#)

Lance Lozano

Mailing Address:

215 S. Monroe Street
Suite 310
Tallahassee, FL 32301

Phone Number:

(850) 528-4526

Principals:

- Lobbyists registered to lobby the House and Senate will not display any chamber reference.
- Lobbyists registered to lobby one chamber and/or the PSCNC (Public Service Commission Nominating Council) will display the names of the entity(ies) next to their names (e.g., (Senate, PSCNC)) within the principal's information.
- Lobbyists registered to lobby all three legislative entities will display all entity names (e.g., (House, Senate, PSCNC)).

Federal Lobbyist Compliance with the Lobby Disclosure Act

Clerk of the House of Representatives Legislative Resource Center 135 Cannon Building Washington, DC 20515 http://lobbyingdisclosure.house.gov	Secretary of the Senate Office of Public Records 232 Hart Building Washington, DC 20510 http://www.senate.gov/lobby
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LOBBYING REPORT

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name ☒ Organization/Lobbying Firm ☐ Self Employed Individual Becker & Poliakoff, P.A.			
2. Address Address1 1275 K Street, NW Suite 850 Address2 City Washington State DC Zip Code 20005 Country USA			
3. Principal place of business (if different than line 2) City State Zip Code Country			
4a. Contact Name Mr. Clarence Williams	b. Telephone Number 2026217122	c. E-mail CLWilliams@beckerlawyers.com	5. Senate ID# 283696-342
7. Client Name ☐ Self ☒ Check if client is a state or local government or instrumentality City of Miami Gardens, Florida			6. House ID# 368440033

Clerk of the House of Representatives Legislative Resource Center 135 Cannon Building Washington, DC 20515 http://lobbyingdisclosure.house.gov	Secretary of the Senate Office of Public Records 232 Hart Building Washington, DC 20510 http://www.senate.gov/lobby
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LOBBYING REPORT

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name ☒ Organization/Lobbying Firm ☐ Self Employed Individual Becker & Poliakoff, P.A.			
2. Address Address1 1275 K Street NW Address2 Suite 850 City Washington State DC Zip Code 20005 Country USA			
3. Principal place of business (if different than line 2) City State Zip Code Country			
4a. Contact Name Mr. Sadie Haire	b. Telephone Number 2026217122	c. E-mail SHaire@beckerlawyers.com	5. Senate ID# 283696-65145
7. Client Name ☐ Self ☒ Check if client is a state or local government or instrumentality City of DeBary, FL			6. House ID# 368440219

Sworn Statement on Public Entity Crimes

Becker has reviewed the RFQ documents and notes that the Sworn Statement on Public Entity Crimes form was not included in the solicitation package.

Becker affirms that the Firm has not been placed on the "Convicted Vendor List." We are prepared to sign a sworn affidavit to this effect upon request by the City.

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.) Becker & Poliakoff, P.A.	
	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. 1 East Broward Blvd., Suite 1800	Requester's name and address (optional)
6 City, state, and ZIP code Fort Lauderdale, FL 33301		
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									
5	9	-	1	6	4	0	7	0	8

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 1/13/2025

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

3.2.1 COVER PAGE



Proposer's Name

TSG Advocates DC, LLC

Address

1300 Pennsylvania Avenue NW Suite 190-404
Washington DC 20004

Telephone Number

202.792.5010

Name of Contact Person

Chase Kroll

Date

May 14, 2025

Proposal Number

25-0514200

Description

Miami-Dade County, Federal, State
Legislative Lobbying Services

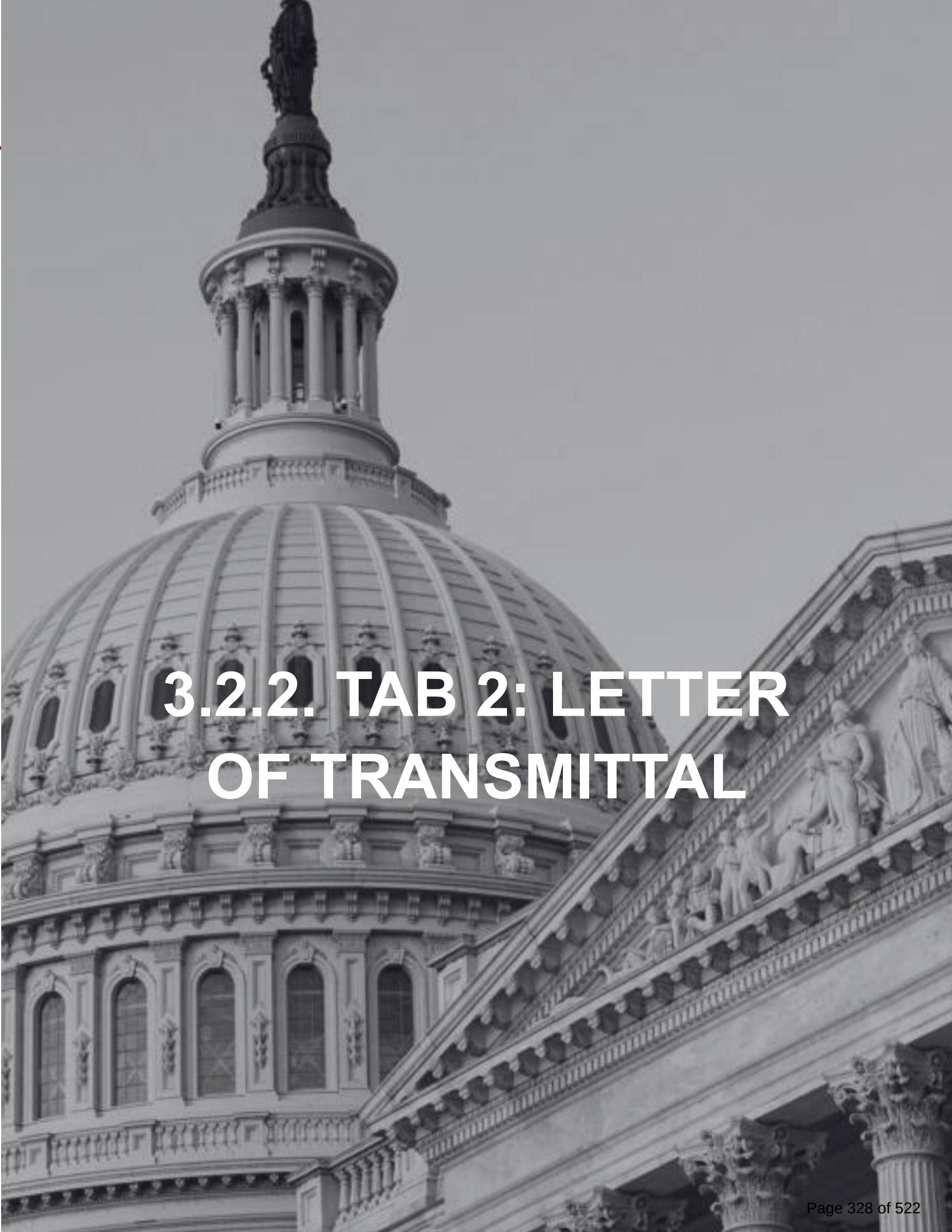


May 14, 2025



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A black and white photograph of the Wisconsin State Capitol building. The image shows the large, ribbed dome with a statue on top, and the classical facade with columns and a pediment featuring a relief sculpture. The text "3.2.2. TAB 2: LETTER OF TRANSMITTAL" is overlaid in white, bold, sans-serif font across the center of the image.

3.2.2. TAB 2: LETTER OF TRANSMITTAL

May 14, 2025

Joanna Flores, City Clerk
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Subject: Request for Qualification (RFQ) #25-0514200: Miami-Dade County,
Federal, State Legislative Lobbying Services

Dear Joanna,

TSG Advocates DC, LLC (TSG Advocates) is pleased to have the opportunity to submit this proposal in response to RFQ #25-0514200 to the City of Opa-Locka (City) for Miami-Dade County Federal and State Legislative Lobbying Services. TSG Advocates is strategically aligned with The Southern Group, making our firm part of the premier government relations network founded in 1999.

As required by the RFQ, TSG Advocates is submitting our response electronically via the Demandstar procurement portal. TSG Advocates declares that this proposal has been made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

3.2.3.1 Two Page Limit

TSG Advocates confirms its letter of transmittal is no more than two pages.

3.2.3.2 Briefly State The Proposers Understanding Of The Work To Be Done

TSG Advocates recognizes the City is seeking a firm to provide comprehensive representation before both the executive and legislative branches of State and Federal Governments. We understand the importance of a consistent and effective presence on behalf of the City, especially during the Florida Legislature's session. We are actively committed to advancing the City's legislative priorities. We will work closely with the Interim City Manager or City Manager through regular meetings and detailed reporting, monitor and analyze legislation, provide strategic recommendations, draft necessary legislative documents and coordinate a consistent legislative program.

3.2.3.3 Authorized Representatives

Chase Kroll has been identified as the authorized representative for this proposal.

Contract Name: Chase Kroll
Title: Lead Lobbyist
Address: 1300 Pennsylvania Avenue NW, Suite 190-404
Washington, D.C. 20004
Telephone Number/E-Mail: 202.792.5010 / kroll@tsgadvocates.com

2.2.3.4 Official signature of a Corporate Officer

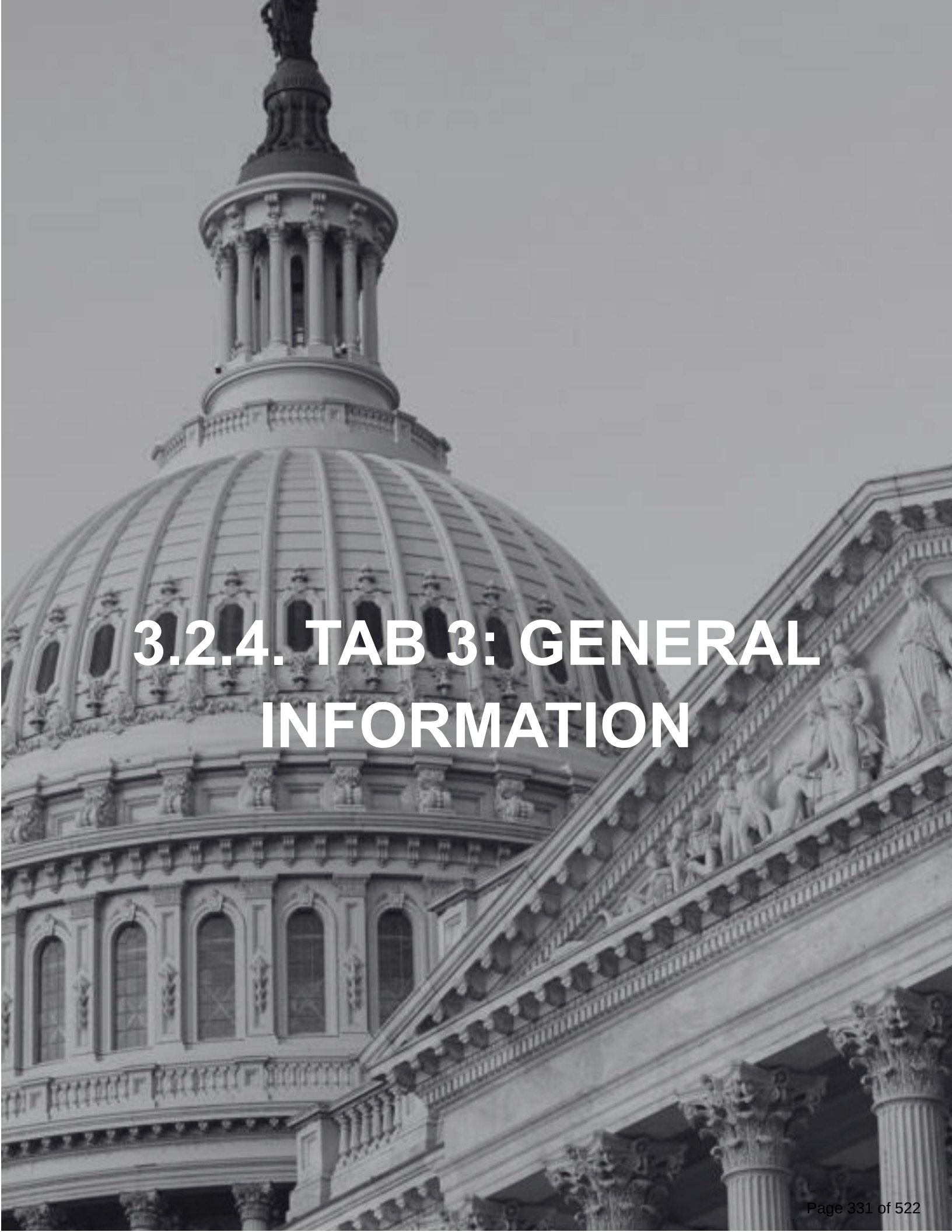
I, Adria Cavany, Finance Director, certify the contents of TSG Advocates proposal.

Respectfully,



Adria Cavany, Finance Director

850.222.0821, cavany@tsgsupportservices.com

A black and white photograph of the Illinois State Capitol building. The image shows the large, ribbed dome with its ornate lantern and statue on top. To the right, the classical facade with columns and a pediment featuring sculptural reliefs is visible. The text '3.2.4. TAB 3: GENERAL INFORMATION' is overlaid in white, bold, sans-serif font across the center of the image.

3.2.4. TAB 3: GENERAL INFORMATION

3.2.4.1 Name Of Business

TSG Advocates DC, LLC

3.2.4.2 Mailing Address And Phone Number

Mailing Address:

1300 Pennsylvania Avenue NW, Suite 190-404

Washington, D.C. 20004

Phone Number

202.792.5010

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

Chase Kroll

202.792.5010

kroll@tsgadvocates.com

3.2.4.4 Normal Business Hours

While our offices are open Monday – Friday, 9 AM – 5 PM, our team will be available as needed.

3.2.4.5 State If Business Is Local, National, Or International And Indicate The Business Legal Status (Corporation, Partnership, Etc.).

TSG Advocates is a limited liability company incorporated in the District of Columbia.

3.2.4.6 Give The Date Business Was Organized And/Or Incorporated

January 2, 2025

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 team will serve this from our Washington D.C. office (4 staff members)

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.

The Southern Group

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.

TSG Advocates is registered to do business in the State of Florida (M25000006193)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
TSG ADVOCATES DC L.L.C.

Filing Information

Document Number M25000006193
FEI/EIN Number 33-2696557
Date Filed 04/30/2025
State DC
Status ACTIVE

Principal Address

214 A STREET NE
WASHINGTON, DC 20002

Mailing Address

PO BOX 10570
TALLAHASSEE, FL 32302

Registered Agent Name & Address

CAVANY, ADRIA
150 S MONROE ST
STE 303
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

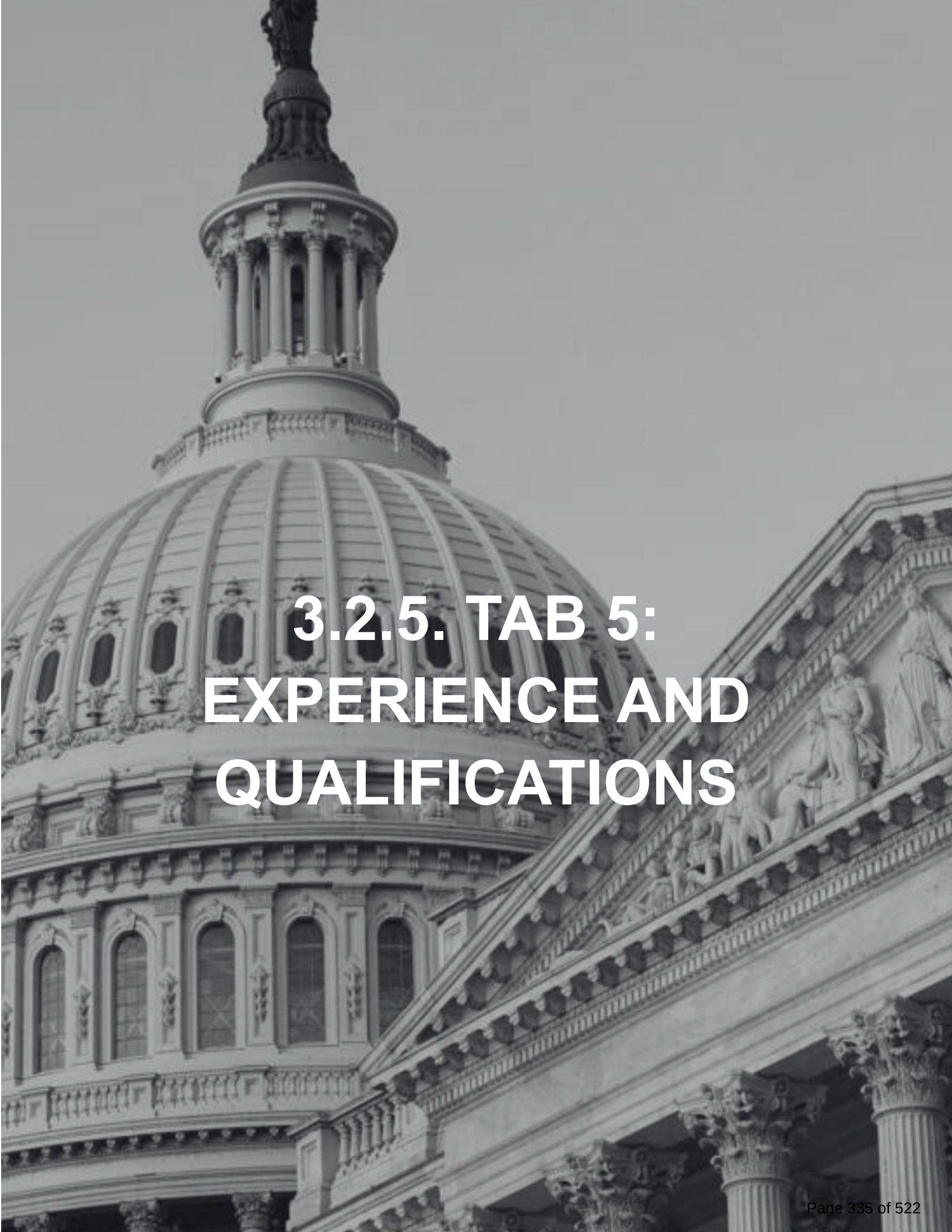
INFLUENCE ACCELERATOR, LLC
123 S ADAMS ST
TALLAHASSEE, FL 32301

Title AP

CONE, RACHEL
123 S ADAMS ST
TALLAHASSEE, FL 32301

Annual Reports

No Annual Reports Filed

A black and white photograph of the Wisconsin State Capitol building. The image shows the large, ribbed dome with its ornate lantern and statue on top. To the right, the classical facade with columns and a pediment featuring statues is visible. The text "3.2.5. TAB 5: EXPERIENCE AND QUALIFICATIONS" is overlaid in white, bold, sans-serif font in the center of the image.

3.2.5. TAB 5: EXPERIENCE AND QUALIFICATIONS

FIRM EXPERIENCE

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

TSG Advocates was incorporated in January 2025. We are strategically aligned with The Southern Group that was founded in 1999 and brings 26 years of business experience.

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

WHO WE ARE

After 26 years of groundbreaking advocacy across Florida and the Southeast, The Southern Group has taken its expertise to Washington, D.C., with the creation of TSG Advocates. This strategic expansion brings the firm's proven track record and vast network into the heart of federal policymaking. With offices throughout Florida — Tallahassee, Jacksonville, Orlando, Tampa Bay, Miami, Broward — and throughout the Southeast — Columbia, SC, Atlanta, GA, Montgomery, AL, and Raleigh, NC — The Southern Group has built an unmatched foundation of influence that now extends to Capitol Hill.

TSG Advocates guides clients through the intricacies of federal decision-making with precision and impact. By connecting the power of The Southern Group's national network with deep Washington insight, TSG Advocates delivers results-driven strategies that shape policy at the federal level.

Our organization proudly represents clients across a diverse range of industries, providing strategic guidance and advocacy tailored to their unique needs. Our expertise spans energy, maritime and shipbuilding, automotive, finance and investment, healthcare, technology and security, and international business relations. We have provided lobbying support for the following clients:

Sample List of Federal Lobbying Clients

AECOM

Associated Energy Group

Eastern Shipbuilding Group, Inc.

International Investment Partners

Invictus Holdings

Kumar Family Limited Partnership

Mayaniquel, S.A

Maric Healthcare Holdings LLC

Raptor Technologies, LLC

Shalli for US/India

Volkswagen

OUR NETWORK

TSG Advocates is strategically aligned with The Southern Group, making our firm part of a premier government relations network. The Southern Group is headquartered in Tallahassee, with offices in every major metropolitan area of Florida and strategic locations across the Southeast. The Southern Group is the most connected and influential firm in the Southeastern United States, providing a robust platform for advancing our clients' objectives.

Founded in 1999, The Southern Group operates with a singular mission: to champion our clients' interests and address government-related challenges, large or small, through calculated influence and a multidisciplinary approach.

Through our partnership with The Southern Group, TSG Advocates is able to tap into a vast network of lobbyists with expertise across every industry, issue, and interest. Our network of lobbyists understands how to navigate government challenges because many have held positions at the highest levels of government

NETWORK EXPERIENCE

Over the years, our great success in advocacy has helped grow our list of amazing clients in our network. Throughout the growth of our firm, we have continually represented many of these clients for decades. This is because we take great pride in providing every client on this list with the same level of attention, support, and ultimately - success.

This network of experience includes over **450 clients** in various industry sectors, such

as local governments, nonprofits, pro sports teams, K-12 and higher educational institutions, corporations, and more. These projects were tailored to their specific advocacy needs, such as initiatives such as permitting, zoning, appropriation requests, drafting and writing legislative policy, identifying sponsors for legislation and amendments, monitoring and reporting efforts, and much more.

The Southern Group has provided a sample list of public sector and non-profit clients to whom we provide lobbying services, as outlined on the following pages

Public Body Experience

The Southern Group – Sample Municipal and County Projects	
• Apalachicola, City of	• Miramar, City of
• Auburndale, City of	• Monroe County Sheriff's Office
• Bay County Board of County Commissioners	• Neptune Beach, City of
• Belleair, Town of	• New Port Richey, City of
• Bradenton, City of	• North Miami Beach, City of
• Broward County	• North Miami, City of
• Central Florida Development Council	• Orlando, City of
• Citrus County Sheriff's Office	• Osceola County
• Clay County Board of County Commissioners	• Palm Coast, City of
• Clay County District Schools	• Palmetto, City of
• Coral Gables, City of	• Pasco County Board of County Commissioners
• Crystal River, City of	• Pasco County Property Appraiser
• Desoto County Board of County Commissioners	• Pinellas County Board of County Commissioners
• Dixie District School Board	• Plant City, City of
• Doral, City of	• Polk County Clerk of Court
• Dunedin, City of	• Polk County Sheriff's Office

The Southern Group – Sample Municipal and County Projects	
Florida Court Clerks and Comptrollers	Port Richey, City of
Florida Sheriff's Association	Port St. Joe, City of
Homestead, City of	Putnam County
Jacksonville Beach, City of	San Antonio, City of
Jacksonville Transportation Authority-Capital Works	Sanford, City of
Key Colony Beach, City of	Sarasota County
Lakeland, City of	Seminole County
Leon County	Southwest Ranches, Town of
Marathon, City of	St. Johns County School District
Miami Lakes, Town of	St. Petersburg, City of
Miami Shores Village	Sweetwater, City of
Miami-Dade County Clerk of the Courts	The School Board of Monroe County, Florida
Mid-Bay Bridge Authority	The School Board of Polk County, Florida

Non-Profit and Other Experience

The Southern Group – Non-Profit, Private and Other Experience	
Alfred I duPont Charitable Trust	Forty Carrots Family Center
Association of Florida Colleges, Inc.	Friends of Florida Iron and Steel
Autism Speaks, Inc.	Goodwill Industries of Central Florida, Inc.
Bonnet Springs Park Inc.	Habitat for Humanity of Key West and Lower FL Keys, Inc.
Boys and Girls Club of Central Florida, Inc.	Habitat for Humanity of the Middle Keys, Inc.
Casey Family Programs	Habitat for Humanity of the Upper Keys, Inc.
College Board-FL	Hillsborough Community College Foundation Inc.
Connecting Everyone with Second Chances	I.M. Sulzbacher Center for Homeless, Inc.
Daytona State College Foundation, Inc.	Indian River State College Foundation, Inc.

The Southern Group – Non-Profit, Private and Other Experience	
• Domestic Abuse Shelter, Inc.	• Junior Achievement of Central Florida, Inc.
• Dwyer Workforce Development	• Junior Achievement of Florida Foundation
• Early Learning Coalition of Palm Beach Co	• Key West Harry S. Truman Foundation, Inc.
• Easterseals Florida, Inc.	• Metropolitan Ministries, Inc.
• Easterseals Northeast Central Florida	• Museum Of Science And History Of Jacksonville Inc
• Easterseals Southwest Florida, Inc.	• Operation New Hope
• Episcopal Children's Services, Inc.	• Peace River Center for Personal Development
• Every Mother's Advocate, Inc.	• Pigeon Key Foundation
• Fairness in Taxation	• Second Harvest Food Bank of Central Florida, Inc.
• FIRM	• Second Harvest of the Big Bend
• Flagler College	• Step Up Suncoast, Inc.
• Florida Polytechnic University Foundation, Inc.	• Tall Timbers Research, Inc.
• Florida Prepaid College Foundation, Inc.	• The Boselli Foundation
• Florida SouthWestern State College Foundation	• The Conservation Fund, A Non-Profit Corporation
• Florida State Alliance YMCA	• United Way of Central Florida, Inc.
• Florida State College at Jacksonville Foundation	• Youth Crisis Center, Inc.

WHAT WE DO

At TSG Advocates, we are more than just federal lobbyists – we are strategic thought partners with a unique edge. With strong ties to Florida, a state increasingly influential in national politics, our deep connections allow us to bridge the gap between business and local interests and Capitol Hill.



ACCESS

We offer **unparalleled access to influential government, business, and community leaders**, leveraging years of relationship-building with key officials at all levels of government. This access ensures that our clients' voices are heard at the highest levels, opening doors that would otherwise remain closed



ADVOCACY

We act as dedicated advocates, **representing clients before federal, state and local governments** to ensure their policy objectives are integrated into official government actions. Whether advancing legislation, opposing harmful policies, or securing appropriations, we use our expertise and connections to achieve tangible results.



ADVICE

Our team **provides expert guidance and actionable insights** into government processes at all levels. We analyze proposed policies, regulations, and initiatives to help clients understand potential impacts, identify opportunities, and develop effective strategies to achieve their objectives.

Our team seamlessly integrates this extensive knowledge and network into our federal advocacy work. We connect clients with key decision-makers, shape strategic policy agendas, and navigate the complex dynamics of Capitol Hill with precision. Whether guiding clients through shifting foreign affairs, financial services and healthcare, or advocating for their funding priorities at the highest levels, we deliver results-driven strategies that reflect The Southern Group's proven formula.

SERVICES

Legislative Advocacy: Influencing the development, passage, or defeat of bills and resolutions in Congress as well as drafting legislation or amendments to address client needs.

Executive Branch Advocacy: Engaging with the White House administration and executive agencies to shape policies and regulations. Facilitating meetings and building relationships with agency leaders and decision-makers.

Budget & Appropriations Advocacy: Securing funding in the federal budget for specific projects, programs, or initiatives as well as protecting clients' interests during budget cuts or reallocations.

Regulatory Advocacy: Navigating rule-making processes and influencing federal agency regulations. Assisting clients with compliance and understanding regulatory impacts.

Procurement Assistance: Supporting clients in navigating federal procurement processes and securing government contracts.

Stakeholder Engagement & Coalition Building: Building alliances with key stakeholders, including trade associations, nonprofits, and other advocacy groups. Organizing and managing coalitions to advance shared legislative or policy goals.

Crisis Management & Issue Advocacy: Providing strategic guidance during high-stakes or contentious policy debates. Managing public relations and communication strategies to influence policy outcomes.

Monitoring, Reporting & Analysis: Tracking federal legislative and regulatory developments to keep clients informed. Providing timely analysis of potential impacts on client operations or interests.

Public-Private Partnership Facilitation: Assisting in creating and promoting partnerships between clients and state governments.

Grassroots Advocacy Campaigns: Mobilizing public support for policy initiatives through community engagement and outreach strategies.

Strategic Planning and Advisory Services: Developing long-term advocacy strategies to align with clients' goals. Providing insights into the political and legislative landscape.

AREAS OF INFLUENCE

- ▶ Aerospace & Defense
- ▶ Appropriations & The Budget
- ▶ Education
- ▶ Emerging Technologies
- ▶ Federal Contracts, Grants, & Loans
- ▶ Financial Services
- ▶ Foreign Affairs
- ▶ Healthcare
- ▶ Judiciary & Public Safety
- ▶ Tax, Trade, and Tariffs
- ▶ Transportation & Infrastructure

PERSONNEL

Our team brings decades of government relations experience with U.S.-based and international clients and includes:

Federal Lobbyists

CHASE KROLL (Lead)



DANIEL DIAZ-BALART



KEVIN HOFFMANN



State/Local Lobbyists

ONECA LOWERY (Lead)



KATIA SAINT FLEUR



Our team will serve the City from our conveniently located Washington D.C. and Miami, FL offices.

 Washington D.C. 1300 Pennsylvania Avenue NW Suite 190-404 Washington DC 20004	 Miami, FL 9155 S. Dadeland Blvd. Suite 1716 Miami, FL 33156
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ORGANIZATIONAL CHART

We have experience in every industry across a wide range of issues. Each lobbyist brings specific expertise or relationships that will prove invaluable to the City. Our proposed organizational structure and responsibilities for this project are included on the following page.



Chase Kroll
Lead Federal Lobbyist

Washington, D.C.



Oneca Lowery
Lead State/Local Lobbyist

Miami, FL



Daniel Diaz-Balart
Federal Lobbyist

Washington, D.C.



Kevin Hofmann
Federal Lobbyist

Washington, D.C.



Katia Saint Fleur
State/Local Lobbyist

Washington D.C.
and Miami, FL

TEAM AVAILABILITY



DEDICATED AND EXPERT TEAM

Immediate Focus: Dedicated, specialized team from start to end of engagement

Proven Expertise: Unmatched experience and exceptional service at every step

Targeted Alignment: Strategically structured team focused on the City's priorities

Reliable Access: Guaranteed availability and attention throughout the engagement



EFFICIENT RESOURCE ALLOCATION

Personalized Attention: Industry-leading client-to-lobbyist ratios

Strategic Prioritization: Resources allocated to ensure seamless project handling

Uncompromised Quality: Exceptional results without sacrificing timeliness



ROBUST OPERATIONAL SUPPORT

Force Multiplier: A strong back-office platform supports focus on advocacy

Operational Power: Streamlined business operations enhance client results



ON-DEMAND EXPERTISE

Expert Support: Access to a bench of over 60+ subject matter experts nationwide

RESUMES

Resumes for our proposed team are included on the following pages.



Chase Kroll

Chase brings a multidisciplinary approach to advocacy on behalf of U.S. and international clients. Having run major political campaigns, legislative operations, and integrated lobbying efforts in Washington, D.C., he delivers advocacy, access, and influence informed by real-world experience in both politics and policy.



kroll@tsgadvocates.com



202.792.5010

Every Industry.
Every Interest.
Powerful Advocacy
Begins Here.

Chase is a founding partner of TSG Advocates, The Southern Group's federal lobbying practice in Washington, D.C. Before joining TSG Advocates, Chase worked at Hogan Lovells, where he represented foreign governments and Fortune 500 companies, providing strategic communications, and government relations services. Earlier in his career, he ran his own lobbying and consulting firm and was Vice President at Go BIG Media, an award-winning digital media, communications, and political consulting firm. He has led successful advocacy and PR campaigns for top-tier defense contractors, national trade associations, and nonprofits, advising clients on lobbying, media relations, and communications strategies.

Chase also secured significant federal wins for defense contractors and municipal clients as a lobbyist at David Turch & Associates. On Capitol Hill, he served as a legislative advisor to a high-profile member of Congress and held leadership positions on several federal campaigns, including managing what was then the most expensive winning House race in history. In 2018, Chase was selected for the 40 under 40 award by the American Association of Political Consultants.

Chase earned a bachelors in political science from Saint John's University and a masters in global

security studies from Johns Hopkins University. He is originally from Minnesota and now resides in Washington, D.C. with his wife, Jennifer, and their three children.



Oneca Lowery

Oneca Lowery joined The Southern Group in 2022 bringing with her more than 20 years of experience in state and local government on behalf of the citizens of south Florida. Over the course of her career Lowery has built expertise in the areas of land use and development, comprehensive planning and zoning, economic and business development, in addition to state policy and budget, and local government administration.



lowery@thesouthern.com



786.494.0905

**Every Industry.
Every Interest.
Powerful Advocacy
Begins Here.**

Lowery began her career in Miami Dade County where she helped coordinate the county's property appraisal processes in addition to managing homestead filings, code enforcement issues and property designation requests. Lowery honed her communication skills during this time, instituting various customer engagement systems to ensure local elected officials and constituents were connected and communicating successfully. She also served as chief administrator to the Miami Dade Agriculture Board managing the board's agenda, communication, and output.

After several successful years serving Miami Dade County, Lowery was recruited to help establish the government of the City of Miami Gardens. Lowery was instrumental in establishing the city's comprehensive plan in addition to building out their planning and zoning departments as well as their local grant administration functions and their small business engagement activities.

In 2008, Lowery was recruited out of local government to serve as senior aide in the Florida House of Representatives. In her role, Lowery met with constituents, crafted legislation, and developed appropriations requests to address the needs of House District 103. She ushered countless bills and major

funding requests across the finish line before shifting to the Florida Senate where she established an equally successful track record on behalf of Senate District 33. In the Florida Senate, Lowery served as senior legislative aide and Chief of Staff to former Senator and Minority Leader, Oscar Braynon. She served as liaison to Florida's Black Caucus and many other interest groups across the state.

Today, Lowery harnesses her passion for community engagement and her knowledge of state and local government to the benefit of clients and communities across south Florida. She specializes in guiding clients through local and state policy and funding pursuits, connecting local leaders with key constituencies, creating place-making events, and bringing education and business stakeholders together.

Lowery is a native of Miami, and a proud graduate of Florida International University with a bachelor's degree in Public Administration. She currently lives in Miami Gardens with her daughter.



Daniel Diaz - Balart

Daniel Diaz-Balart is an experienced trial lawyer, government relations expert and consultant. A fourth-generation lawyer, Daniel began his professional career as a prosecutor in Miami-Dade County. Thereafter he joined one of South Florida's most prestigious civil litigation law firms. In 2017, he founded Diaz-Balart Law, with a focus on government relations, strategic consulting, and complex civil litigation. Daniel grew his practice to include a broad portfolio of domestic and international clients, utilizing his unique skills and training to help them achieve strategic goals at the national and local levels. He has successfully advocated for large and small businesses, foreign governments (which currently include the Dominican Republic and Taiwan), and non-profit organizations.



diaz-balart@tsgadvocates.com



202.792.5010

Every Industry.
Every Interest.
Powerful Advocacy
Begins Here.

It has been one of Daniel's greatest honors to be able to represent distinguished domestic and international clients together with his father, former Congressman Lincoln Diaz-Balart, who represented South Florida in the U.S. House of Representatives from 1993-2011.

As a founding partner of TSG Advocates, Daniel brings a unique background and skillset that sets him apart and allows him to consistently achieve excellent results for his clients.

Daniel sits on the Board of Directors of the Congressional Hispanic Leadership Institute ("CHLI") in Washington, DC, the premier organization founded by Members of Congress to advance the Hispanic Community's economic progress and diversity of thought.

Daniel is married to Estefania and together they have two sons, Lincoln and Edwin.



Kevin Hofmann

Kevin Hofmann joined The Southern Group's Jacksonville office after an impressive career in political fundraising and campaign strategy. He brings a wealth of governmental and political knowledge and connections.

Kevin's experience with political fundraising started at the federal level, working as a fundraising consultant for the Romney for President campaign. As his career grew, he developed a niche for federal and state races, serving on a long list of major campaigns, including congressional races for Mike Walz, John Rutherford, Mario Diaz-Balart, and Byron Donalds, Senate races for Rick Scott and Marco Rubio, and gubernatorial races for Ron DeSantis and Rick Scott.



hofmann@thesouthern.com



904.425.8765

Every Industry.
Every Interest.
Powerful Advocacy
Begins Here.

"Since 2018, Kevin has been an integral part of my team and used his network to help Floridians across the state. Kevin is principled, hardworking, and passionate about delivering results," said Congressman Waltz, a retired Green Beret serving Florida's 6th Congressional District.

Kevin founded The Archmann Group in 2017 as a full-service political fundraising firm. The Archmann Group provides clients with donor research, introductions, and relationship building, and event planning and management. The Archmann Group has led various fundraising campaigns, from local sheriff's races to federal races.

Before starting his firm, Kevin served as the Finance Director of the Republican Party of Florida under Governor Rick Scott. In that role, Kevin developed and implemented a fundraising plan that generated millions for the Republican Party of Florida.

“I had the opportunity to work with Kevin when he was on my campaign team. He is a hardworking and dynamic individual,” said Scott, now a U.S. Senator.

Kevin is a veteran of the United States Marine Corps. He is active in various Pro-Veteran. Kevin resides with his wife and five children in Ponte Vedra, Florida



Katia Saint Fleur

Katia Saint Fleur joins The Southern Group's south Florida office as well as the Washington DC-based TSG Advocates team after a diverse career in state and local government and the private sector. Her experience is broad and deep, from political consulting to communications to public policy and more.

Katia has spent the last decade serving the Miami-Dade area, most recently as an all-purpose consultant, assisting clients with a wide range of services, including media and communications strategy, developing public-private partnerships, training public and private sector leaders on effective advocacy, tracking legislation for clients, managing Political Action Committees and more.



saintfleur@thesouthernngroup.com



305.421.6304

Every Industry.
Every Interest.
Powerful Advocacy
Begins Here.

From 2011 to 2016, Katia served as the legislative aid to Florida Senator Oscar Braynon, who served Miami-Dade. In that position she helped guide community members through the legislative process and helped lead Senator Braynon's office by managing key relationships as well as the office's external communications and marketing efforts.

Katia started her career in broadcast journalism, working as an assignment editor for the Fox affiliate in Columbus, Ga., After leaving TV news, she worked with the Atlanta Hartfield Area Transportation Management Association as a communications consultant before taking a position with the U.S. Department of Commerce as a partnership specialist team leader where she did important work assisting the U.S. Census in reaching out to difficult-to-count U.S. communities, particularly those who had emigrated from Caribbean nations.

Katia is a passionate community advocate with a particular interest in helping victims of domestic violence. She is a graduate of Clark College in Atlanta where she majored in journalism, and she currently resides in Miami Shores.

PROJECT APPROACH

FEDERAL LOBBYING

Our firm has extensive experience working within the regulatory frameworks of Congress and the Executive Branch. Our team masterfully shapes perceptions and connects clients with opportunities and leaders across the federal level. We maintain strong, bipartisan relationships with key stakeholders, including state legislators, agency heads, and administrative staff.

TSG Advocates' expertise and understanding of the federal legislative and executive processes is evident through our lobbyist's extensive professional experience, and our relationships with key legislators, including those in leadership positions of the relevant Congressional committees and key executive branch personnel. Every day, we tap into our vast network of political contacts to gather valuable and useful information about important developments in the public policy realm. With the ever-changing body of state and local leaders and staff who create and implement public policy, we constantly work to improve relationships where needed. This ongoing process allows the team to reach key decision-makers anywhere in government and at almost any time. The result is an unprecedented level of access and influence for our clients.

We will take a holistic approach to effectively assess current relationships and identify gaps, then develop a strategic plan to address these areas and foster new relationships. Our team intentionally maintains a relationship matrix with leaders in both the legislative and executive branches, ensuring streamlined efforts in addressing each issue. We will closely monitor state legislative committee meetings, state agency hearings, and other

relevant meetings, both during and outside of the regular legislative session. Our team will provide prompt and accurate committee reports, bill analyses, and advocacy resources to keep the City informed of key policy developments. Our proactive approach will ensure that the City is fully informed about any developments related to its legislative program and other emerging issues of concern.

During the 2024 Legislative Session, The Southern Group network helped secured over \$780 million in new or state sustained funding for its clients. Our network has a track record of appropriations success at the state level, and will achieve the same success at the federal level.

The Importance of Relationships

In Washington, D.C., relationships are vital, especially in today's political climate, where personal connections play a key role in influencing decision-makers. The rise of the populist MAGA movement has increased skepticism toward traditional political methods in Washington. ***In this environment, personal relationships are the "Trump card."***

Relationship building and advocacy are TSG Advocate's core competencies. Strong relationships with key decisionmakers at the federal level are paramount to an effective lobbying operation. We regularly analyze our relationships with public officials and are continually building and improving those relationships with the ever-changing cast of legislators, appropriators, cabinet members, and agency heads.

As part of our technical approach, we leverage our connections at the highest levels of the White House, Congress, and the Executive Branch. Our team in Washington D.C.

understands how to navigate the complexities of Washington and influence policy on your behalf., TSG Advocates has provided a highlight of our unmatched access to key individuals as outlined on the following pages. These key individuals include, but are not limited to:



Marco Rubio - Secretary of State/Interim National Security Adviser

TSG Advocates has several close relationships with Secretary Rubio, including Nelson Diaz, a personal friend and former staff member, and Kevin Hofmann, who maintains strong working relationships with the Secretary and his senior staff. ***These connections ensure regular communication and influence within the State Department.***



Mike Waltz - Nominee - U.S. Ambassador to the United Nations/Former White House National Security Advisor (NSA)

Kevin Hofmann is a close personal friend to Former NSA Waltz and current nominee for U.S. Ambassador to the United Nations. They have known each other for many years, and they communicate with each other regularly. Daniel Diaz-Balart has worked with Waltz extensively on defense matters. Kevin Hofmann is also close with Mr. Waltz's senior advisors including Micah Ketchell, his former Chief of Staff who served with Waltz at the White House, and James Hewitt.

Daniel Diaz-Balart is a close personal friend of Micah Ketchel since law school, and has worked extensively with Andrew Peek, Waltz' former National Security Advisor who

served with him at the White House. There simply is no other firm with this sort of regular and personal access to staff who have served as White House NSA. ***This is a critical relationship for lobbying on issues related to trade and global supply chains.***



Mauricio Claver-Carone - White House Special Envoy for Latin America

Daniel Diaz-Balart and others at TSG Advocates have excellent personal and working relationships with Mr. Claver-Carone. He is a key Trump official for negotiating the US relationship with its neighbors in the hemisphere.



Susie Wiles - White House Chief of Staff

TSG Advocates has several strong relationships with the White House Chief of Staff. Kevin Hofmann, Jim Gilmore, Rachel Cone, Nelson Diaz, and other TSG lobbyists have worked with her and her family and can facilitate communication when needed.



Pam Bondi - US Attorney General

TSG Advocates has several strong relationships with the incoming US Attorney General Pam Bondi. Kevin Hofmann and Nelson Diaz have worked with her in Florida, and Sydney Ridley is a personal friend, who knows Ms. Bondi's family well. ***This relationship is crucial for issues that may eventually reach the courts***



Sergio Gor - White House Director of Presidential Personnel

Chase Kroll is a friend and former colleague of Mr. Gor. In an era where "personnel is policy" we are able to communicate directly with the head of personnel for the Trump Administration.



Chair Mario Diaz-Balart (R-FL) - House National Security and Department of State Appropriations

No firm in town has better relationships with this extremely important "Cardinal" and his staff. Rep. Diaz-Balart is currently serving as the Vice Chair of the Full Appropriations Committee in this Congress. ***He is an extremely influential member and plays a critical role in enacting or modifying the Trump agenda.***



Brian Mast (R-FL) - House Foreign Affairs Committee Chair

Kevin Hofmann is a friend of Mr. Mast and his team. We will be in regular contact with the HFAC Chair, an important Member of Congress for global supply chains and trade issues.



House Leadership

Chase Kroll is close with **House Majority Whip Tom Emmer (R-MN), his Chief of Staff, and many members of his staff.** Key House legislation runs through the Whip's office making this a pivotal contact and early warning system.

Daniel Diaz-Balart enjoys close working and personal relationships with House Leadership, including **Josh Hodges, National Security Adviser to Speaker Mike Johnson.** Daniel enjoys close personal and working relationships with key Congressional Appropriators and their staff, including:



Tom Cole (R-OK)

Appropriations Chairman



Ken Calvert (R-CA)

Defense Subcommittee Chairman



Steve Womack (R-AR)

Transportation Housing and Urban Development Subcommittee Chairman



Mario Diaz-Balart (R-FL)

National Security, Department of State, and Related Programs Subcommittee Chairman



Additionally, Daniel maintains relationships with several other Committee members.



House Freedom Caucus/Senate Libertarians

The “right wing” in Congress is an important political center of gravity. Chase Kroll and Daniel Diaz-Balart know some of these members and their staff, and TSG Advocates is in talks with another veteran GOP lobbyist who is very close with members like **Rand Paul (R-KY), Thomas Massie (R-KY)**, and others in this fold. TSG Advocates can cover the right flank.



Congressional Hispanic Caucus and Congressional Black Caucus

Daniel Diaz-Balart maintains strong relationships with the leadership of the Congressional Hispanic Caucus. One of our colleagues is very well connected in the Congressional Black Caucus, two important political centers of gravity on the Hill.

STATE AND LOCAL LOBBYING SERVICES

Given our networks long-standing reputation as the top lobbying firm in Florida, record of success and the unique skill sets of the lobbyists assigned, the City is well positioned to accomplish each of the specific goals listed in the scope of work.

In Tallahassee, minutes can separate success and failure. Any successful lobbying organization must have relationship-building as its primary area of expertise. Strong and personal relationships with current and future leaders is what allows our lobbyists to access leaders in Tallahassee at a moment's notice and when others simply can't. We work exceedingly hard to ensure that our Team's relationships are strong enough that we can access every single person of influence, whether they are elected or staff, at any time, but especially during those hours when decisions are being made that affect our clients. Our Team is constantly reviewing our relationships and ensuring that every single decisionmaker can be accessed quickly.

As a result of our presence quite literally all over the entire state of Florida, our lobbyists have strong relationships with current and future legislative leaders and state delegation members, not just in Tallahassee. Our lobbyists 'live, work, and play' in the same communities where legislators and decision makers that are important to the City's agenda also 'live, work and play.' This statewide presence gives us the ability to reach legislators and leaders from all parts of the state at any time, both in Tallahassee or in their hometown, an advantage that no other firm can provide.

During Legislative Session, most of our lobbyists converge on Tallahassee to win for our clients. Our team members relationships established back home in their communities are utilized to help all the firm's clients. The ability to have immediate access to leaders

across the state is why local offices are so important and a strategic advantage of The Southern Group.

Our work for local governments includes an expertise in securing appropriations, identifying sponsors for legislation and amendments, passing and defeating legislation that the client directs, as well as monitoring and reporting efforts. Our Team members have subject matter expertise in everything from transportation, to environmental protection, housing, land use and development, municipal law, and finance and tax, as well as appropriations and grants

A key differentiator between us and other lobbying firms in the state is our statewide presence. With seven regional offices located in Miami, Tallahassee, Jacksonville, Orlando, Tampa Bay, Broward, and the Florida Keys, our team is keenly aware of the issues facing their individual communities. The partners in our regional offices have built relationships with elected and appointed leaders in our major metropolitan areas. They are very active in local campaigns, serve on community boards and are seen as the community connectors and government navigators in the irrespective regions. Our firm is also very involved in the Florida Association of Counties and work with the organization on all issues that impact county government.

THOUGHT LEADERSHIP

We know how to navigate the halls of government because most of our team has already served them. With hundreds of combined years' experience in local and state government, our team of experts are prepared to build winning strategies.

- Agency Assistant and Deputy Secretaries (FDOT, DMS, DOE, DBPR)
- Agency Chiefs of Staff (AHCA, DMS, DFS, DOE, DOT, Commerce, DBPR, DEP)
- Agency Communications Directors (DEP, DOE, DCF, DOEA)
- Agency Legislative Affairs (AHCA, OIR, DEO, PSC, APD, FDC, DJJ)
- Attorney General
- Chief Lobbyist
- Chiefs of Staff to Cities and Counties
- City and County Commissioners
- Commissioner FDLE
- Deputy Chief of Staff (HUD, EOG)
- Executive Director of DHSMV
- Florida Insurance Commissioner
- Florida Republican Party Chair
- FSU President (2)
- Governor's Cabinet Affairs Director
- Governor's Chief of Staff
- Governor's Deputy Chief of Staff
- Higher Education Appropriations Budget Chief
- Hospital District Commissioner
- House and Senate Staff Members
- House Appropriations Chairman
- Miami-Dade Republican Party Chairman
- Secretary of AHCA
- Secretary of DMS
- Secretary of FDOT
- Secretary of State
- Senate Minority Leader
- Speaker of the House (2)
- State College President
- Top Fundraisers to Statewide & Local Officials
- Water Management District Board Member

OUR APPROACH

Strategic Legislative Communication and Coordination

TSG Advocates will maintain consistent communication with the Interim City Manager or City Manager, holding regular weekly briefings during the Florida legislative session, or more frequently, if necessary, to provide updates on relevant policy developments and their potential impact on the City. Outside of session, monthly check-ins will ensure ongoing coordination on emerging legislative matters and local priorities.

Legislative Monitoring and Reporting

Throughout the year, TSG Advocates will track all bills, amendments, and policy proposals of interest to the City. This includes delivering detailed written updates monthly and on a weekly basis during the session, highlighting legislative developments, actions taken on the City's behalf, and strategic recommendations for advancing or defending City interests.

Proactive Policy Development

We will work closely with City leadership to identify and recommend potential legislative initiatives that could benefit the City of Opa-locka. This includes crafting proposals, positioning strategies, and identifying sponsors or champions within the Legislature to advance the City's agenda.

Real-Time Legislative Support

TSG Advocates will be available on a 24-hour basis during the session, as requested, to provide rapid support in drafting, interpreting, and amending legislation, preparing

supporting materials (such as white papers or testimony), and advising on procedural or regulatory changes.

Full-Service Advocacy and Representation

Services will include direct lobbying, legislative consulting, and representing the City in Tallahassee. The consultant will engage with lawmakers and committee staff, testify on the City's behalf, monitor floor activity and amendments in real-time, and ensure that the City's interests are protected throughout the legislative process.

Integrated Legislative Strategy

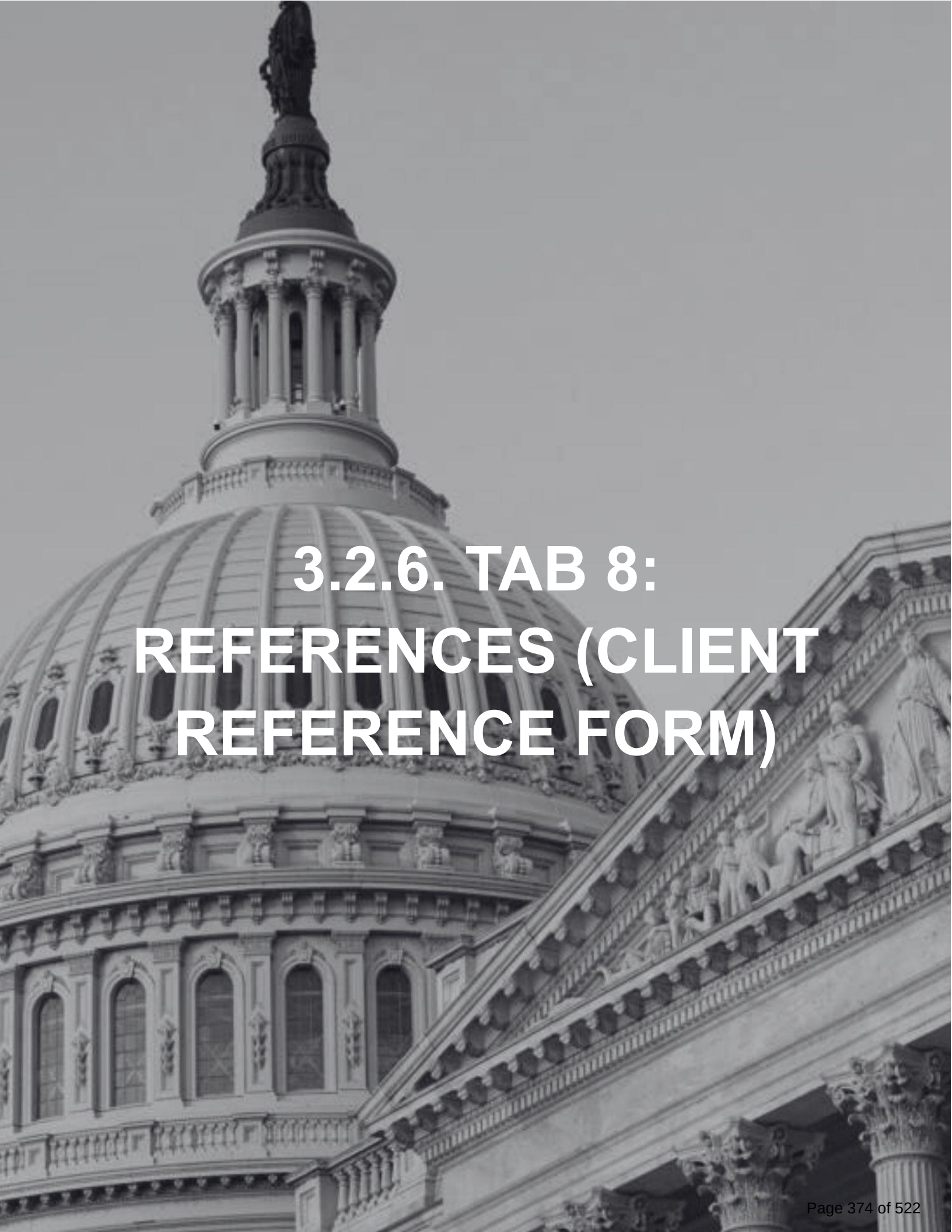
TSG Advocates will work collaboratively with the City Manager to align all advocacy efforts with the City's broader goals, ensuring that all communication and legislative actions are cohesive, strategic, and in support of a unified municipal agenda.

Research and Documentation Support

Upon request, the consultant will promptly provide research, background materials, and documentation to inform City decision-making and support legislative initiatives.

Customized Reporting and Record Keeping

All required documentation, including status reports, meeting summaries, and legislative updates, will be provided to the City Manager in a timely fashion, and additional copies or versions will be delivered upon request for specific use cases or audiences.



3.2.6. TAB 8: REFERENCES (CLIENT REFERENCE FORM)

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: Grifols (2023-2025)

Address: 1775 Pennsylvania Ave. NW, Suite 200

City/State/Zip: Washington D.C., 20006

Contact: Chris Healy

Title: President

Email Address: Chris.Healy@grifols.com

Telephone: 202.302.2521

Scope of Work: Federal Lobbying Services

Description of Services Provided: We provide federal lobbying services to Grifols, a global biopharmaceutical company whose plasma-derived therapies and transfusion solutions improve the lives of millions worldwide. Our work supports their mission by advancing policies that promote patient access, innovation, and healthcare sustainability.

2) Name of Client Entity: Royal Embassy of Saudi Araba in Washington D.C. (2020-2025)

Address: 601 New Hampshire Avenue NW

City/State/Zip: Washinton D.C., 20037

Contact: Abdulaziz Al-Sulaiman

Title: Congressional Officer - Embassy Department of Public Affairs

Email Address: aalsulaiman@mofa.gov.sa

Telephone: 202.615.4234

Scope of Work: Federal Lobbying Services

Description of Services Provided: Our company provided federal lobbying services to the Royal Embassy of Saudi Arabia supporting its engagement with U.S. policymakers and institutions. These efforts aimed to strengthen and expand the longstanding strategic relationship between Saudi Arabia and the United States.

3) Name of Client Entity: Maric Healthcare (2025 - Present)

Address: 121 North Post Oak Lane, 13th Floor

City/State/Zip: Houston, TX 77024

Contact: Michael Margolis

Title: Founder

Email Address: m.margolis@maricmgmt.com

Telephone: 713.202.2290

Scope of Work: Federal Lobbying Services

Description of Services Provided: We provided federal lobbying services to Maric Healthcare, a leading provider of accessible high-quality opioid addiction treatment across multiple states. Our work focused on advocating for policies and funding that expand access to addiction recovery services and support Maric's mission to improve patient outcomes nationwide.

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: City of Coral Gables, FL (2017 - Present)

Address: 405 Biltmore Way

City/State/Zip: Coral Gables, FL 33134

Contact: Fernando Weiner, Esq.

Title: Government Affairs Manager

Email Address: fweiner@coralgables.com

Telephone: 305.722.8618

Scope of Work: State/Local Lobbying Services

Description of Services Provided: The Southern Group has represented the City of Coral Gables for several years securing over \$10 million in state funding through legislative appropriations and policy advocacy. This includes guiding the City through the legislative and veto processes, engaging key stakeholders, and assisting with grant opportunities and timely fund disbursement.

2) Name of Client Entity: Town of Southwest Ranches, FL (2018 - Present)

Address: 13400 Griffin Road

City/State/Zip: Southwest Ranches, FL 33330

Contact: Russell Muñoz, MBA, MPA

Title: Government Affairs Manager

Email Address: rmuniz@southwestranches.org

Telephone: 954.434.0008

Scope of Work: State/Local Lobbying Services

Description of Services Provided: For nearly a decade, The Southern Group has represented the Town of Southwest Ranches on policy and appropriations matters before the Governor's Office and the Florida Legislature and includes, but is not limited to securing approximately \$5 million in post-veto funding for critical infrastructure projects and supported the Town in accessing various grant programs.

3) Name of Client Entity: City of Apalachicola, FL (2019 - Present)

Address: 192 Coach Wagoner Boulevard

City/State/Zip: Apalachicola, FL 32320

Contact: Travis Wade

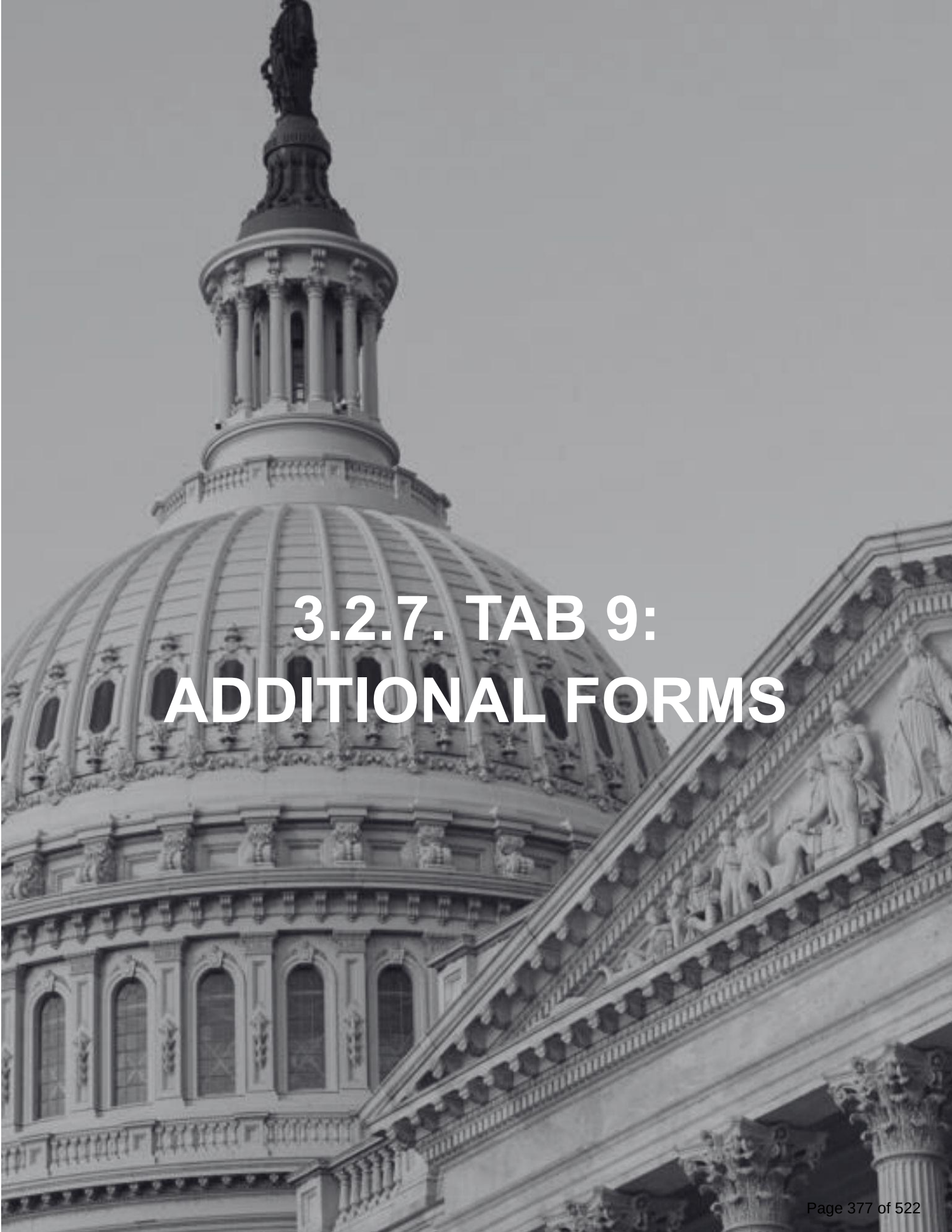
Title: City Manager

Email Address: twade@cityofapalachicola.com

Telephone: 850.653.9319

Scope of Work: State/Local Lobbying Services

Description of Services Provided: Since 2019, The Southern Group has supported the City of Apalachicola in securing state funding and advancing key legislation. Major accomplishments include aiding the city's designation as an Area of Critical State Concern, securing over \$1 million for city projects passing HB 407 to authorize up to \$5 million in additional funding, and obtaining a Department of Commerce planning grant.

A black and white photograph of the Wisconsin State Capitol building. The image shows the large, ribbed dome with a statue on top, and the classical facade with columns and a pediment featuring a relief sculpture. The text "3.2.7. TAB 9: ADDITIONAL FORMS" is overlaid in white, bold, sans-serif font in the center of the image.

3.2.7. TAB 9: ADDITIONAL FORMS

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: TSG Advocates DC, LLC

Address: 1300 Pennsylvania Avenue NW, Suite 190-404

City, State, Zip: Washington, D.C., 20004 Phone/Fax: 202.792.5010

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 1/2/2025 State in which Incorporated: District of Columbia

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 04/30/2025

5. Name and Title of Principal Officers Date Elected:

<u>Adria Cavany, Finance Director</u>	<u>2025</u>
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<u>Rachel Cone</u>	<u>2025</u>
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6. The length of time in business: <1 years

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

<1 years

TSG Advocates is part of the Southern Group network founded in 1999 and in business for 26 years.

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

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

TSG Advocates will have all licenses required by the City upon contract execution.

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature Adria Cavany

Printed Name Adria Cavany

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 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 Adria Cavany the

(Name)
Finance Director of TSG Advocates DC, LLC

(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.

5/9/2025
Date

Adria Cavany
Signature

RFQ 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Representative
(Owner, Partner, Officer, Representative or Agent) of
TSG ADVOCATES DC, LLC 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:

Diane Adams

Witness

Anna Shaw

Witness

By: Adria Cavanagh
Signature

Adria Cavanagh, Finance Director
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

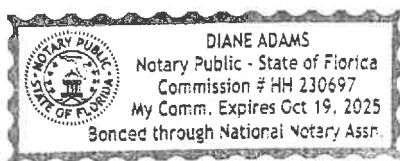
I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively 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: Adria Caveny
Title: Finance Director

State of Florida County of Leon
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online
notarizations this 13th day of May, 2025.

By Adria Caveny
Personally known X OR produced identification _____

Diane Adams
Notary Public
My Commission Expires 10/19/25



E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: TSG Advocates DC, LLC

Authorized Signature: *Adria Cavany*

Print Name: Adria Cavany

Title: Finance Director

Date: 5/9/2025

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

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

By: Adria Cwary

Title: Finance Director

Sworn to and subscribed before me this

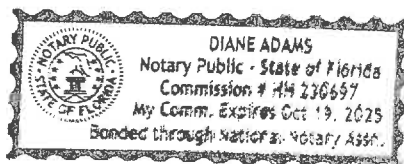
13th day of May, 2025

Diane Adams

Notary Public,

State of Florida at Large

My Commission Expires: 10/19/25





Every Industry. Every Interest. Powerful Advocacy Begins Here.



TSG Advocates Certificate of Insurance can be provided directly to the County upon contract negotiation.

DRUG-FREE WORKPLACE CERTIFICATION FORM

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3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Adria Cavany the

(Name)
Finance Director of TSG Advocates DC, LLC

(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.

5/9/2025
Date

Adria Cavany
Signature

RFQ 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the Representative
(Owner, Partner, Officer, Representative or Agent) of
TSG ADVOCATES DC, LLC 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:

Diane Adams
Witness

Anna J. Shaw
Witness

By: Adria Cavanagh
Signature

Adria Cavanagh, Finance Director
Print Name and Title



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
TSG ADVOCATES DC L.L.C.

Filing Information

Document Number M25000006193
FEI/EIN Number 33-2696557
Date Filed 04/30/2025
State DC
Status ACTIVE

Principal Address

214 A STREET NE
WASHINGTON, DC 20002

Mailing Address

PO BOX 10570
TALLAHASSEE, FL 32302

Registered Agent Name & Address

CAVANY, ADRIA
150 S MONROE ST
STE 303
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

INFLUENCE ACCELERATOR, LLC
123 S ADAMS ST
TALLAHASSEE, FL 32301

Title AP

CONE, RACHEL
123 S ADAMS ST
TALLAHASSEE, FL 32301

Annual Reports

No Annual Reports Filed

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature Adria Cavany

Printed Name Adria Cavany

Request for Taxpayer Identification Number and Certification

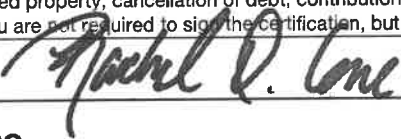
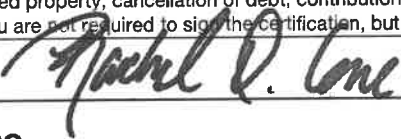
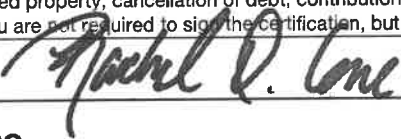
Go to www.irs.gov/FormW9 for instructions and the latest information.

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.)	
	TSG Advocates DC, LLC	
	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) P 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. P.O. Box 10570 6 City, state, and ZIP code Tallahassee FL 32302 7 List account number(s) here (optional)	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>3</td><td>3</td><td></td><td>-</td><td>2</td><td>6</td><td>9</td><td>6</td><td>5 5 7</td></tr></table>	Social security number													-					or									Employer identification number									3	3		-	2	6	9	6	5 5 7
Social security number																																														
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or																																														
Employer identification number																																														
3	3		-	2	6	9	6	5 5 7																																						

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	<table><tr><td>Signature of U.S. person</td><td></td><td>Date</td><td>1.6.25</td></tr></table>	Signature of U.S. person		Date	1.6.25
Signature of U.S. person		Date	1.6.25		

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.

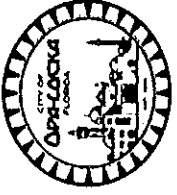
What's New

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



EVALUATION COMMITTEE MEETING NOTICE
RFP 25-0514200
MIAMI-DADE COUNTY, FEDERAL, STATE LEGISLATIVE LOBBYING SERVICES

Meeting Date: May 30, 2025
Meeting Time: 11:00 AM EST

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 220 214 396 215

Passcode: sN79MH7v

Dial in by phone

+1 786-598-2011, 74940449# United States, Miami

Find a local number

Phone conference ID: 749 404 49#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Meeting Objective:

The City's Evaluation Committee will conduct a public meeting to review and score the proposals submitted by bidders based on the evaluation criteria specified in the RFP document. During this meeting, questions will be raised concerning the company's experience, the qualifications of team members, the proposed approach for the project, the cost of the proposal, and other relevant topics. Meeting Breakdown:

- Welcome/Introductions
- Proposer Presentations (5 minutes)
- Questions and Answers

Presentation Order/Time:

Firms	Time Slot Order
TSG Advocates DC, LLC	1
Becker & Poliakoff, P.A.	2

Contact Person: Jay Bergel, Procurement Officer

Email: jbergel@opalockafl.gov

CITY OF OPA-LOCKA

RFP NO: 25-0514200

June 5, 2025 @ 3:00 P.M.

EVALUATION MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
Amaran	OL	araman@opalockafl.gov	305-953-2868 x1204
Niema Gantt	City of Opa-locka	ngantt@opalockafl.gov	305 953 2868 x1301
Ashley Walker	City of Opalocka	awalker@opalockafl.gov	305.953.2868 ext. 1702

EVALUATION FORM

RFQ NO: 25-0514200
REQUEST FOR QUALIFICATIONS (RFQ)
MIAMI-DADE COUNTY, FEDERAL, STATE
LEGISLATIVE LOBBYING SERVICES

Criterion	Weight Points	Description	Rating Scale
Experience, Capability and Staffing Qualification	40%	Proposer's knowledge, experience and successes in representing public and private organizations, firms, and corporations, including experience/performance on projects of similar size and scope; Experience of the Proposer, including Key Personnel and experience of sub consultants.	0 Fails to Fit
Methodology	25%	Proposer's methodology and approach in providing services in all the subject areas and issues as identified in the RFQ. Proposer's understanding of City of Opa-Locka and experience on key City Issues.	1 Poor Fit
Working Relationship	25%	Demonstration of an understanding of service goals by providing a thorough, creative, and clear suggested approach to attain the goals outlined in the "Scope of Service". Proposer demonstrated ability and capability to establish, maintain and enhance working relationships between City elected officials and staff and the executive and legislative branches of the County, State and Federal Government and relevant State agencies including the Proposer's demonstrated ability to establish relationships with executive and legislative leadership to promote the interests of the City of Opa-locka.	2 Fair Fit
References	10%	A list of at least three (3) client references who can verify comparable service experience and provide comments regarding the Proposer's work.	3 Good Fit
Total	100.00		4 Very Good Fit
			5 Excellent Fit

EVALUATION FORM

RFQ NO: 25-0514200
REQUEST FOR QUALIFICATIONS (RFQ)
MIAMI-DADE COUNTY, FEDERAL, STATE
LEGISLATIVE LOBBYING SERVICES

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Ashley Walker

Date:

6/5/2025

Signature:

Firm Name:

TSG Advocates DC, LLC

Evaluation

Notes:

Criterion	Rating
Experience, Capability and Staffing Qualification	5
Methodology	5
Working Relationship	5
References	4

Firm Name:

Becker & Poliakoff, P.A.

Evaluation

Notes:

Criterion	Rating
Experience, Capability and Staffing Qualification	5
Methodology	4
Working Relationship	5
References	5

EVALUATION FORM

RFQ NO: 25-0514200
REQUEST FOR QUALIFICATIONS (RFQ)
MIAMI-DADE COUNTY, FEDERAL, STATE
LEGISLATIVE LOBBYING SERVICES

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Niema Gantt Date: 6/5/2025
Signature: [Signature]

Firm Name: TSG Advocates DC, LLC

Evaluation	Notes:
Criterion	
Experience, Capability and Staffing Qualification	5
Methodology	4
Working Relationship	5
References	3

Firm Name: Becker & Poliakoff, P.A.

Evaluation	Notes:
Criterion	
Experience, Capability and Staffing Qualification	5
Methodology	4
Working Relationship	5
References	4

EVALUATION FORM

RFQ NO: 25-0514200 REQUEST FOR QUALIFICATIONS (RFQ) MIAMI-DADE COUNTY, FEDERAL, STATE LEGISLATIVE LOBBYING SERVICES

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

R. Awatram

Date:

6-5-25

Signature:

R. Awatram

Firm Name:

TSG Advocates DC, LLC

Evaluation

Notes:

Criterion	Rating
Experience, Capability and Staffing Qualification	5
Methodology	3
Working Relationship	5
References	5

Bid package didn't direct address the RFP requirement. Was a general response

Firm Name:

Becker & Poliakoff, P.A.

Evaluation

Notes:

Criterion	Rating
Experience, Capability and Staffing Qualification	5
Methodology	5
Working Relationship	5
References	5

Bid package requested that bidder respond as to how will meet City requirements. Bid package addressed every RFP requirement thoroughly.

1. Summary

Meeting title	EVALUATION COMMITTEE MEETING NOTICE RFQ 25- 0514200 MIAMI-DADE COUNTY, FEDERAL, STATE LEGISLATIVE LOBBYING SERVICES
Attended participants	7
Start time	6/05/25, 2:56:03 PM
End time	6/05/25, 3:43:51 PM
Meeting duration	47m 48s
Average attendance time	34m 24s

2. Participants

Name	First Join	Last Leave	In-Meeting Duration	Email	Participant ID (UPN)	Role
Junior Bergel	6/05/25, 3:00:20 PM	6/05/25, 3:43:47 PM	43m 26s	jbergel@Opalockafl.gov	jbergel@OpalockaFL.gov	Organizer
Oneca Lowery (External)	6/05/25, 3:00:36 PM	6/05/25, 3:43:45 PM	43m 9s	lowery@thesouthernngroup.com	lowery@thesouthernngroup.com	Presenter
Williams, Clarence	6/05/25, 3:00:37 PM	6/05/25, 3:43:45 PM	43m 8s	CLWilliams@beckerlawyers.com	CLWilliams@beckerlawyers.com	Presenter
Katia Saint Fleur (External)	6/05/25, 3:00:37 PM	6/05/25, 3:43:51 PM	43m 14s	saintfleur@thesouthernngroup.com	saintfleur@thesouthernngroup.c	Presenter
Jackson, Yolanda	6/05/25, 3:00:38 PM	6/05/25, 3:08:43 PM	8m 5s	YJACKSON@beckerlawyers.com	YJackson@beckerlawyers.com	Presenter
Chase Kroll (External)	6/05/25, 3:01:02 PM	6/05/25, 3:22:02 PM	21m	Kroll@tsgadvocates.com	Kroll@tsgadvocates.com	Presenter
Sheals, LaToya	6/05/25, 3:05:03 PM	6/05/25, 3:43:47 PM	38m 44s	LSheals@beckerlawyers.com	LSheals@beckerlawyers.com	Presenter

3. In-Meeting Activities

Name	Join Time	Leave Time	Duration	Email	Role
Junior Bergel	6/05/25, 3:00:20 PM	6/05/25, 3:43:47 PM	43m 26s	jbergel@Opalockafl.gov	Organizer
Oneca Lowery (External)	6/05/25, 3:00:36 PM	6/05/25, 3:43:45 PM	43m 9s	lowery@thesouthernngroup.com	Presenter
Williams, Clarence	6/05/25, 3:00:37 PM	6/05/25, 3:43:45 PM	43m 8s	CLWilliams@beckerlawyers.com	Presenter
Katia Saint Fleur (External)	6/05/25, 3:00:37 PM	6/05/25, 3:43:51 PM	43m 14s	saintfleur@thesouthernngroup.com	Presenter
Jackson, Yolanda	6/05/25, 3:00:38 PM	6/05/25, 3:08:43 PM	8m 5s	YJACKSON@beckerlawyers.com	Presenter
Chase Kroll (External)	6/05/25, 3:01:02 PM	6/05/25, 3:22:02 PM	21m	Kroll@tsgadvocates.com	Presenter
Sheals, LaToya	6/05/25, 3:05:03 PM	6/05/25, 3:43:47 PM	38m 44s	LSheals@beckerlawyers.com	Presenter

EVALUATION MATRIX

RFQ NO: 25-0514200
REQUEST FOR QUALIFICATIONS (RFQ)
MIAMI-DADE COUNTY, FEDERAL, STATE
LEGISLATIVE LOBBYING SERVICES

Firm Name:**TSG Advocates DC, LLC****Evaluation**

Reviewer Name:		Robert Anathan		Niema Gantt		Ashley Walker					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience, Capability and Staffing Qualification	40%	5	2.00	5	2.00	5	2.00				
Methodology	25%	3	0.75	4	1.00	5	1.25				
Working Relationship	25%	5	1.25	5	1.25	5	1.25				
References	10%	5	0.50	3	0.30	4	0.40				
Total	100%		4.50		4.55		4.90				

Firm Name:**Becker & Poliakoff, P.A.****Evaluation**

Reviewer Name:		Robert Anathan		Niema Gantt		Ashley Walker					
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score				
Experience, Capability and Staffing Qualification	40%	5	2.00	5	2.00	5	2.00				
Methodology	25%	5	1.25	4	1.00	4	1.00				
Working Relationship	25%	5	1.25	5	1.25	5	1.25				
References	10%	5	0.50	4	0.40	4	0.40				
Total	100%		5.00		4.65		4.65				

FIRM SELECTED**Reviewer:**

	TSG Advocates DC, LLC	Becker & Poliakoff, P.A.			
Robert Anathan	4.50	5.00			
Niema Gantt	4.55	4.65			
Ashley Walker	4.90	4.65			
AVERAGE RATING	4.65	4.77			

CITY OF OPA-LOCKA



RFQ NO: 25-0514200 REQUEST FOR QUALIFICATIONS (RFQ) MIAMI-DADE COUNTY, FEDERAL, STATE LEGISLATIVE LOBBYING SERVICES

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ADVERTISEMENT



RFQ 25-0514200

The sealed proposal for Lobbying Services for the City of Opa-locka must be received at the City Clerk's Office on **May 14, 2025, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may 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 Qualifications (RFQ) 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: RFQ 25-0514200 Lobbying Services.

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 **RFQ NO: 25-0514200** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional lobbying services. The selected governmental affairs consulting firm or individual will provide representation for the City before both the executive and legislative branches of State and Federal Governments.

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

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFQ NO. 25-0514200 – **MIAMI-DADE COUNTY, FEDERAL, STATE LEGISLATIVE LOBBYING SERVICES**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

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

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

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFQ. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is

authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

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

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing 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 RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

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

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

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

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

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal

and rescission of any ensuing Agreement.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate as a lobbying firm in the State of Florida at the time of RFQ submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

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

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	04/7/25	
Pre-Bid	NA	
Written Questions Due	04/21/25 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"	
Response to Questions	05/05/25 @ 5:00pm (ET)	
Due Date/Bid Opening	05/14/25 @ 2:00 pm (ET)	
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II NATURE OF SERVICES REQUIRED

2-1 PURPOSE FOR SERVICES

The selected Proposer must provide governmental representation and consulting services requested by the City, for various subjects/issues assigned to the selected Proposer. The selected Proposer will receive issue and project assignments based on the City's annual legislative package.

The selected Proposer shall:

- a) Report and meet with the Interim City Manager or City Manager on a weekly basis, or on an as needed basis, during the Florida Legislature's legislative session on those issues important to the City and the actions taken on such issues.
- b) Report and meet with the Interim City Manager or City Manager monthly, or on an as needed basis, when the Florida Legislature is not in session.

- c) Prepare monthly reports (weekly during the Legislative session), in a timely manner, advising the City Manager of the status of all issues that they are monitoring or tracking that may affect the City of Opa-locka, the actions taken on such issues, and recommendations for future actions on such issues.
- d) Raise, discuss, and recommend any affirmative legislative action that may benefit the City.
- e) If requested, be available within a twenty-four-hour basis during the session; assisting in writing, interpreting, and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; and providing monthly written progress reports detailing services that have been rendered.
- f) Provide a full range of lobbying, legislative consulting, and advocacy services; including meeting with members of the Legislature, testifying at committee meetings on the City's behalf, designating a person assigned to closely monitor and review all substantive floor amendments, bills, and preparing reports advising the City Manager of the status of legislation during the legislative session.
- g) Integrate its efforts with the City Manager to ensure a strong consistent legislative program.
- h) Be prepared to obtain and provide documentation and research materials upon request.
- i) Upon request from the City Manager, forward copies of all required reports to the City Manager as requested by the City Manager for that instance.

2.2 BUDGET

The final dollar amount will be negotiated with the selected firm/team as part of the final contract. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will be terminated and the City may select another firm.

2.3 TERM

The agreement shall commence upon final execution of the agreement by the City and the term will be for a two (2) year term.

PART III PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide governmental representation before the executive and legislative branches of the State and Federal Government for the City of Opa-locka in conformity with the requirements of this Request for Qualifications. As such, the qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the staff to be assigned to this engagement. Please provide as much information as possible regarding qualifications and experience.

MINIMUM REQUIREMENTS

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

Firm's proposal

Proposal and Related Non-Profit and Public Body Experience Sufficient information should be provided regarding the proposal of the firm to provide the requested scope of work. Provide a listing of current non-profit and public entity clients like the Authorities for which your firm is providing lobbying services (Fill out the Client Reference Form).

Personnel proposal

Provide sufficient information and related experience of personnel who will perform the appropriate lobbying services.

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

3.2.4.6 Give the date business was organized and/or incorporated

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

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

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

3.2.5 Tab 5 – Experience and Qualifications

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

3.2.5.2 Identify the Proposer’s qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

3.2.6 Tab 8 – References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Lobbying Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.7 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

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

PART IV EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

Category	Weighted Points
A. Experience, Capability and Staffing Qualification Proposer's knowledge, experience and successes in representing public and private organizations, firms, and corporations, including experience/performance on projects of similar size and scope; Experience of the Proposer, including Key Personnel and experience of sub consultants. 1.	40%
B. Methodology Proposer's methodology and approach in providing services in all the subject areas and issues as identified in the RFQ. Proposer's understanding of City of Opa-Locka and experience on key City Issues.	25%
C. Working Relationship Demonstration of an understanding of service goals by providing a thorough, creative, and clear suggested approach to attain the goals outlined in the "Scope of Service". Proposer demonstrated ability and capability to establish, maintain and enhance working relationships between City elected officials and staff and the executive and legislative branches of the County, State and Federal Government and relevant State agencies including the Proposer's demonstrated ability to establish relationships with executive and legislative leadership to promote the interests of the City of Opa-locka.	25%
D. References A list of at least three (3) client references who can verify comparable service experience and provide comments regarding the Proposer's work.	10%
TOTAL	100%

4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

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

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

4-4 FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFQ.

4-5 AWARD AND CONTRACT EXECUTION

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

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature _____

Printed Name _____

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

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

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

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

Date

Signature

RFQ 25-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this _____ day of _____, 2025.

By _____
Personally known _____ OR produced identification _____

Notary Public
My Commission Expires _____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

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

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, **2025**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

FROM PAGE 10NW DINING

sanitizer? Zero parts per million.

“Cases of mahi mahi, crab legs, and shrimp were stored on the floor inside the walk-in freezer.”

The raw mahi mahi inside reduced oxygen packaging was thawing. That invites bacterial contamination. Stop Sale on the fish.

The fish joined three dented cans of crushed tomatoes that got hit with Stop Sales.

At the callback inspection, five kitchen flies kept Southport closed.

Three was the magic inspection number.

TACOS AL CARBON BAR & GRILL, 2161 PALM BEACH LAKES BLVD., WEST PALM BEACH

Routine inspection, six total violations, four High Priority violations.

This Tacos Al Carbon made the list in January and August, too, the first to do so three times inside of a year. This is like a restaurant version of hockey’s natural hat trick. Customers should walk in and throw their hats.

But be careful not to hit any of the rodents or the rodent dung.

Actually, the rodents confined their regularity to the kitchen, where 15 pieces got left on a shelf over a prep table. Another five sat on the floor next to a prep table. Five got pooped in kitchen dry storage area and closets. Another three were under the dishwasher.

An “employee touched a visibly soiled wiping cloth while cleaning, then handled clean utensils, equipment and unwrapped single service takeout

containers while preparing/packaging food for customers” all without washing hands.

Another hint hand-washing isn’t a habit here — no soap or way to dry hands at the cookline handwash sink.

Stop Sales for temperature abuse crashed down on too warm raw shrimp, raw chicken, raw beef and cooked potato fries.

TIJUANA FLATS, 6201 S. JOG RD., UNINCORPORATED PALM BEACH

Routine inspection, 11 total violations, four High Priority.

Standing water described as a “large pud-

dle” in the walk-in cooler.

A tray of taco shells came out of the fryer and stored on top of the trash can.

Flies swarmed the beer spouts and nearby wall (17 of them) and the front counter to-go order shelves (14). Five flies landing on cleaned and sanitized dishes meant they would be cleaned and sanitized again. The manager killed flies as the inspector watched.

The three-compartment sink sanitizer measured zero point zero.

Stop Sales took out raw chicken and raw shrimp that measured, respectively, seven and eight degrees too warm.

David J. Neal:
305-376-3559,
@DavidJNeal



iStockphoto



CITY OF OPA-LOCKA REQUEST FOR QUALIFICATIONS RFQ NO. 25-0514200 FOR LOBBYING SERVICES

Sealed proposals for Lobbying Services for the City of Opa-locka must be received at the City Clerk's Office on **May 14, 2025, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may 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 Qualifications (RFQ) 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: RFQ 25- 0514200 Lobbying Services.

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 **RFQ NO: 25-0514200** requirements.



The Village of El Portal Public Notice NOTICE OF PUBLIC HEARINGS Regular Council Meeting Tuesday, April 22, 2025, at 7 pm

PUBLIC NOTICE OF PROPOSED
GARAGE ENCLOSURE
VARIANCE HEARINGS BY THE MAYOR & VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL

NOTICE IS HEREBY GIVEN that on the 22nd day of April 2025, at a regular council meeting hearing the Mayor & Village Council of the Village of El Portal, held at 7:00 PM, at Village Hall at 500 NE 87th St., The Village Council will consider variance at 420 NE 89 St. — **GARAGE ENCLOSURE** — as set forth below:

**420 NE 89th STREET- VARIANCE
A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AUTHORIZING THE APPROVAL OF A VARIANCE FOR A GARAGE CONVERSION AT 420 NE 89th STREET AS REQUESTED BY BETTYENY LLC: PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

The public may inspect the proposed resolution in the office of the Village Clerk of the Village of El Portal, said office located in the Village Hall, 500 NE 87th St. Interested parties may appear at the meeting and be heard.

Under the Americans with Disabilities Act of 1990 (ADA), disabled persons who, because of their disabilities, need special accommodation to participate in the meeting or hearing should contact the Village Clerk of El Portal at yjacobi@villageofelportal.com or by telephone at 305-795-7880 no later than three (3) business days before such meeting or hearing.

Under the provisions of F.S. Section 286.0105, should any person desire to appeal any decision of the Village Council concerning any matters to be considered at this meeting, that person must ensure that a verbatim record of the proceedings is made, which includes all testimony and evidence upon which any appeal may be based.

Office of the Village Clerk
Yenise Jacobi Village Clerk
305-795-7880

FROM PAGE 6SW

DINING

COCOCABANA BAR & GRILL, 2944 S. JOG RD., GREENACRES

Routine inspection, seven total violations, one High Priority violation.

Ah, the dependable “accumulation of black/green mold-like substance in the interior of the ice machine/bin.”

Rodents marked their territory with 10 droppings on a shelf with canned goods, four on a shelf with napkins, straws and utensils and three on a shelf with, appropriately, toilet paper.

With all that rodent activity at the West Palm Beach-area restaurant, plantains were on the cookline floor.

The handwash sink water couldn't get hot enough, getting it up only to 79 degrees when 85 was required.

Speaking of bad temperatures, commercially processed reduced oxygen packaged fish needs to stay frozen until it's time to cook. Thawing opens the back door to bacteria. So, the salmon thawing in a cooler outside its bag was a problem.

GEORGIA MAE'S, 5029A OKEECHOBEE BLVD., UNINCORPORATED PALM BEACH COUNTY

Routine inspection, 10 total violations, eight High Priority violations.

Something about the dish drying rack kills roaches, as four dead roaches sat on clean pans, eight were on a clean cutting board and another eight corpses were under the dish drying rack.

Two surviving roaches

crawled in an area near the dish drying rack. Three flies flitted about the dish washing area.

The inspector hurled Stop Sale lightning for temperature abuse, as in not being properly cooled, at heavy cream, cooked turkey and cooked collard greens

KALUZ, 3300 COMMERCIAL BLVD., FORT LAUDERDALE

Complaint inspection, eight total violations, two High Priority violations.

Beautiful modern design on the building. Unfortunately for Kaluz, inspectors have no metric for including architecture aesthetic as extra credit.

Six roaches died under a firewood cart and in front of a kitchen reach-in cooler.

The firewood cart got moved outside when the inspector saw eight roaches crawling on the wood and another two scaling the wall next to the cart.

“Soiled dry wiping cloth in use” at the kitchen prep table and the expo line, where the expediter getting orders out works.

A reach-in cooler had standing water at the bottom.

KOSHER DE BRAZIL, 1710 E. HALLANDALE BEACH BLVD., HALLANDALE BEACH

Routine inspection, five total violations, three High Priority violations.

Among the 11 living and moving roaches were four on top of the dish-washing machine.

There was a case of potatoes and and case of peppers sitting directly on the walk-in cooler floor.

An employee started work by working with food in the walk-in cooler

without washing hands.

That place mats and a container lid sat over a prep area employee handwashing sink says the handwash sink isn't a high-traffic area.

Five days disappeared between the first inspection and the callback inspection. What didn't disappear: the roaches. Four living ones were counted, including two on the kitchen floor, killing this re-inspection.

Passed inspection No. 3.

KUSSIFAY, 2652 HOLLYWOOD BLVD., HOLLYWOOD

Complaint inspection, nine total violations, five High Priority violations.

The living roaches outnumbered the dead roaches three to two.

Cases of oils and a bag of onions sat directly on the kitchen floor.

Standing water covered the kitchen floor next to the three-compartment sink.

After baking bread rolls, someone used their bare hands to serve them to a customer.

“Frozen chicken thawed at room temperature.” That's a food safety no-no, extending several invitations to foodborne illness.

OCEAN ALLEY, 900 N. BROADWALK, HOLLYWOOD

Routine inspection, 16 total violations, three High Priority violations.

“Two fly sticky tapes full of dead flying insects around the mop sink area and one in front of the cleaning equipment storage room.”

As for other flies, six were around the mop sink and five took up airspace near the bar area handwash sink. We'll get back to that problem area

in a moment after we talk about some of the 14 roaches.

All but one hid behind things — behind a garbage can (four), behind a steam table (four) behind a cookline reach-in cooler (five). The other one strutted on a box of gravy packets in the kitchen's dry goods area.

Back to the bar area handwash sink, there was no soap or method for

drying hands. Plus, when they used it, the water drained onto the floor.

A “substantial buildup of grease” covered the wall at the end of the cookline.

The fan in the prep room wall was “heavily soiled with grease and dust.”

The mop sink had a “buildup of food residue and black lime substance.

“Several bags of frozen

shrimp in standing water” won't end well for anybody.

THE PUP TENT, INSIDE LAUDERHILL MALL, 1345 NW 40TH AVE.

Routine inspection, 10 total violations, four High Priority violations.

If this place didn't sit inside a mall, you'd say maybe they should have

SEE DINING, 20SW

**A Free Talk
All Are Welcome**



**Meaningful Change for
Ourselves & the World**



Mark McCurties, CSB

Sunday April 13, 2025 | 2:00 PM

11001 SW 87th Ave, Miami, FL 33176

in person and streamed live at:
christiansciencethirdchurchmiami.com



CITY OF OPA-LOCKA
REQUEST FOR QUALIFICATIONS
RFQ NO. 25-0514200 FOR LOBBYING SERVICES

Sealed proposals for Lobbying Services for the City of Opa-locka must be received at the City Clerk's Office on **May 14, 2025, by 2:00 p.m.**

Proposals may be submitted via one of two methods:

- Electronic Submission via DemandStar:** Proposals may 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.
- 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 Qualifications (RFQ) 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: RFQ 25- 0514200 Lobbying Services.

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 **RFQ NO: 25-0514200** requirements.

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 AND ZONING BOARD", SPECIFICALLY SECTION 2-497 (i-ii); ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS" TO REDUCE BOARD MEMBERSHIP FROM SEVEN MEMBERS TO FIVE MEMBERS TO COINCIDE WITH THE TERM OF OFFICE FOR CITY COMMISSIONERS; PROVIDING FOR TWO ALTERNATE MEMBERS TO BE RECOMMENDED BY THE CITY MANAGER AND APPROVED BY THE CITY COMMISSION FOR A TWO YEAR TERM; REDUCING THE REQUIREMENT FOR CITY RESIDENTS TO SERVE FROM FOUR RESIDENTS TO THREE RESIDENTS; AMENDING CHAPTER 22, ARTICLE II, SECTION 22-34 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS ENTITLED "PLANNING AND ZONING BOARD" TO PROVIDE FOR TWO ALTERNATE MEMBERS TO BE APPOINTED BY THE CITY COMMISSION FOR A TWO YEAR TERM; CLARIFYING THAT ALTERNATE MEMBERS SHALL REPLACE A REGULAR MEMBER WHEN A REGULAR MEMBER IS UNAVAILABLE TO ATTEND A MEETING; 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 to obtain a 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 to serve as alternates. Further, to reduce the requirement for residents serving from four (4) residents to three (3) residents and provide for two (2) professional members representing certain specified backgrounds for 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 of Opa-Locka's Code of Ordinances, relating to the Planning and Zoning Board to provide for two alternate members to be appointed by the city commission for a two year term.

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 and zoning board, specifically Section 2-497 (i) – (ii) 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.

(i) A planning and zoning board was created on January 11, 2017, which shall be an advisory body to the commission, consisting of ~~seven (7)~~ 5 members, ~~with two alternate members. 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. that shall coincide with that of the commissioner who selected the member. Alternate members shall be appointed by the commission, following the recommendation of the City Manager. Alternate members shall be appointed for a two (2) year term. An alternate member shall replace a regular member when a regular member is unavailable to attend a meeting. 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.

(ii) 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 two (2) years. An alternate member shall replace a regular member when a regular member is unavailable to attend a meeting. 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:	July 9, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance
					X
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				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:	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	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

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)~~ two (2) 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)~~ two (2) 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)

DRAFT

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 2570.81 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. The advisory shall also consist of two alternates. Alternate members shall serve a term of two (2) 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:	July 9, 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	
		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

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

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE INTERIM CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 2024-18 and amended by Ordinance 25-02; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit “A”.

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2024-2025, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit “A”.

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2024-2025.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit “A”, are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2024, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2024, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____, 2025.

PASSED SECOND READING this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:	<i>P. Anathan</i>			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:	<i>Sha'mecca</i>			
Commission Meeting Date:	May 28, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	City Manager		Department: City Manager's Office	City Manager			

Short Title:

FY 25 Budget Amendment #2 – First Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 25 Budget Amendment #2 on the first hearing.

History: The City Commission adopted the City FY 2025 Budget on September 25, 2024 (Ordinance 24-18) which was approved by the State. This budget was composed of \$65.7 million of expenditures and \$20.1million of funding being transferred between various Funds, resulting in a total budget of \$85.8million.

On January 22, 2025 the City Commission adopted Budget Amendment #1 (Ordinance 25-02). The primary purpose of Budget Amendment #1 was to rollover into FY 25 the portion of projects and programs which had been initiated in FY 24 but not completed by the fiscal year.

Current Activity: There are 41 line items in Budget Amendment #2, first hearing. The major issues in this Budget Amendment include the following:

- | | |
|--|-------------|
| 1. Paying off the final payment due on the 2015 Bond | \$3,289,035 |
| 2. Obtaining new debt financing | \$3,281,406 |
| 3. Recognizing a major revenue shortfall due to red light camera issues (\$ 900,000) | |
| 4. Initiating the Niles Gardens Drainage project | \$ 450,000 |
| 5. Paying additional interest on the Solid Waste legal suit settlement | \$ 273,000 |
| 6. Increased Police Off-Duty revenue and expense | \$ 225,000 |

The remaining twenty-two items are smaller adjustments to address emerging City needs.

Financial Impact:

Funding

Revenue	\$ (419,000)
Grants	(83,048)
Loans	3,281,406
Use Of Fund Balance	<u>2,461,079</u>
Total Funding ~ Excluding Transfers-In	5,240,437
Transfer-In	<u>2,017,586</u>
Total Funding	\$7,258,023

Expenditure

Expenditure ~ Excluding Transfers-Out	\$5,240,437
Transfers-Out	<u>2,017,586</u>
Total Expenditure	\$7,258,023

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

Proposed Action:

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

Attachment:

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

FY 25 Budget Amendment #2 First Hearing



May 28, 2025

Overview

Funding

Revenue	\$ (419,000)
Grants	(83,048)
Loans	3,281,406
Use Of Fund Balance	2,461,079
Total - Excluding Transfers-In	5,240,437
Transfers-In	2,017,586
Total Funding	\$ 7,258,023

Expenditure

Debt Service	\$ 3,289,035
Other Gross Expenditure	1,951,079
Gross New Expenditure Ex Compensation	5,240,114
Compensation Savings	(52,219)
Other Savings	(480,458)
Contingency	533,000
Total Expenditure	\$ 5,240,437
Transfers-Out	2,017,586
Total Expenditure	\$ 7,258,023



Expenditures

2015 Bond Principal	3,289,035	Resiliency Study Carryover - Grant Funded	45,000
Niles Gardens Drainage Project	450,000	Leave Payout - Retiring Employee	40,000
Interest - Solid Waste Suit Settlement	273,000	Building Repairs & Maintenance	30,000
Increased Police Off-Duty Compensation	225,000	Police Computers - Grant Funded	30,000
Cairo Lane Design Fees FY 24 Carryover	176,387	Parks & Rec Temporary Staffing	27,000
Security Camera Service (CRA Area)	119,000	Water Main Break Repair	25,000
Odor & Fats, Oil & Grease (FOG) Control	90,000	Police Overtime - Hurricane Milton Deployment	25,000
Sherbondy Trails Project	82,000	Increased Irrigation	25,000
Evidence Storage Shelves	70,000	Water Distribution Cross-Connect Maint. Program	25,000
Town Center Security Services	69,000	Miscellaneous Additional Small Items	113,693
Insurance Deductibles & Legal Services	65,000	Expenditures - Gross	5,294,115



FY 25 Budget Amendment #2 Overview - Second Hearing

Summary		
<u>Funding</u>		Notes
Revenue / Loans / Grants	\$ (539,050)	(a)
Use Of Fund Balance	3,367,262	(b)
Total Funding – Excluding Transfers-In	2,828,212	
Transfer-In	408,464	
Total Funding	\$ 3,236,676	
<u>Expenditure</u>		
Expenditure – Excluding Transfers-Out	\$ 2,828,713	(c)
Transfers-Out	408,463	
Total Expenditure	\$ 3,237,176	

Notes

	Thru BA #1	Incr/(Decr)	Bgt. Amend #2
(a) <u>Revenue / Loans / Grants</u>			
Off-Duty Revenue	\$ 875,000	\$ 225,000	\$ 1,100,000
CRA Payment - Security Monitoring	-	150,000	150,000
Red Light Camera Fines	2,671,724	(987,072)	1,684,652
Special Law Enforcement Seizure Funds	250,000	81,000	331,000
Resiliency Grant	-	45,000	45,000
Hurricane Milton Reimbursement	-	25,000	25,000
SRF Grants	156,184	(156,184)	-
ARPA Interest	100,000	50,070	150,070
JAG-D Grant	-	28,136	28,136
Total Revenue / Loans / Grants		\$ (539,050)	
(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 7,561,162	\$ 171,000	\$ 7,732,162
Debt Service	-	3,096,821	3,096,821
People's Transpiration Plan	-	(718,130)	
Special Law Enforcement	158,541	35,000	
Water-Sewer Operating Fund	2,720,975	(99,895)	2,621,080
Stormwater Operating Fund	1,501,970	882,466	2,384,436
Total Use Of / (Addition To) Fund Balance	\$ 12,148,689	\$ 3,367,262	\$ 16,040,540

FY 25 Budget Amendment #2 Overview - Second Hearing

(c) Expenditures	Item #	
2015 Bond Principal	12	\$ 3,289,035
Niles Gardens Drainage Project	17	450,000
Interest - Solid Waste Suit Settlement	5	273,000
Increased Police Off-Duty Compensation	37	225,000
Cairo Lane Design Fees FY 24 Carryover	26	176,387
Increased Departing Employee Leave Payout	3, 60	150,800
Police Overtime, IncludingHurricane Milton Deployment	9	145,000
Town Center Security Services	34	132,000
Water Meter Repair & Replacment	56	120,000
Security Camera Service (CRA Area)	37	119,000
Sewer Main Lining	51	100,000
Liability Agent Of Record	55	95,000
Odor & Fats, Oil & Grease (FOG) Control	29	90,000
Sherbondy Trails Project	41	82,000
Street Safety (SS4A) Projects	57	81,870
Roadway Assessment Program	45	75,000
Evidence Storage Shelves	11	70,000
Insurance Deductibles & Legal Services	10	65,000
Pump Station Seal Failure Monitor	49	50,000
Resiliency Study Carryover - Grant Funded	7	45,000
Cell Phone, Voice Over Internet Services	54	42,000
Record Management Project	35	40,000
Leave Payout - Retiring Employee	3	40,000
Building Repairs & Maintenance	42	35,000
Public Works Engineer Services	48	35,000
Police Tasers & Bullet Proof Vests	47	35,000
Parks & Recreation Temporary Staffing	23	32,000
Credit Card Expense	43	31,000
Police Computers - Grant Funded	25	30,000
Water Main Break Repair	30	25,000
Increased Irrigation	14	25,000
Water Distribution Cross-Connection Maint. Program	18	25,000
Miscellaneous Additional Small Items		131,470
Expenditures - Gross - Ex Compensation		\$ 6,360,562
Compensation		(518,993)
Savings - Ex Compensation		(2,759,856)
Contingency		(253,000)
Expenditures - Net		\$ 2,828,713

FY 25 Budget Amendment #2 Summary By Line Item

Second Hearing

#	Amount	Purpose	Funding Source
1	\$0	Change funding source from grant to loan for Commerce North Drainage project	NA
2	\$11,000	Municipal Complex physical security installation expense	Seizure funds
3*	\$52,800	Retiring employee leave payout	Vacancy savings – Service Line Maintenance and Wastewater Divisions
4	\$0	Change funding source for reimbursing Water-Sewer Operating fund for CIP Management Services	NA
5	\$273,000	Interest expense on Solid Waste suit settlement	Contingency
6	\$0	Change of Cairo Lane funding source from State Revolving Fund Loan to Stormwater Fund Balance	NA
7	\$45,000	Resiliency study carryover	Grant
8	\$0	Split FRDAPs into three separate project accounts	NA
9*	\$145,000	Police overtime	Vacancy savings and FDEM Reimbursement
10	\$65,000	Increased deductibles primarily associated with prior year incidents and additional legal expense	Savings from red light camera services, Wastewater and Stormwater Ops vacancy savings.
11	\$70,000	Police storage facilities – evidence, etc.	Seizure funds
12	\$3,289,035	Payoff of balloon payment for 2015 bond	Primarily paid for by Debt Service Fund Balance and General Fund
13	(\$987,072)	Red light camera fines reduction due to most cameras being inoperable for first seven months of FY 25 due to FDOT	Offset by Contingency
14	\$25,000	Increased irrigation	Code Compliance vacancy savings
15	\$20,000	Beautification Division overtime	Beautification Division vacancy savings
16	\$18,500	Historic City Hall maintenance program overseen by the CIP Manager	CIP Management Division vacancy savings
17	\$450,000	Initial phases of the Niles Gardens Drainage (Mary Alice Brown Apartments Area) drainage project	Stormwater Operating Department fund balance.
18	\$25,000	Initial phase of the Water-Division Cross-Connection Maintenance program	Water Distribution Division vacancy savings
19	\$15,000	Additional road material supplies	Housing and Social Services Department vacancy savings
20	\$22,000	Lift Station #16 pump and generator rental until start of renovation project	Wastewater Division vacancy savings
21	\$15,000	Code Compliance temporary staffing	Code Compliance vacancy savings
22*	\$116,800	Thirty-two small General Fund accounts averaging \$3,650 each	Red light camera services savings
23	\$32,000	Parks & Rec temporary staffing	Parks & Rec vacancy savings
24	\$70	Wastewater telemetry project adjust	ARPA interest

FY 25 Budget Amendment #2 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
25	\$30,000	Police vehicle computers	JAG-D grant
26	\$176,387	Carryover of FY 24 Cairo Lane design funds and reallocation of funding sources	Stormwater Operating Fund fund balance
27	\$20,000	Uniforms for new Police Officers	Red light camera services savings
28	\$0	Transfer of positions from City Manager Office to Finance	NA
29	\$90,000	Sewage odor and fats, oil and grease (FOG) services	County sewage processing fees savings
30	\$25,000	Repair of water main break	Water-Sewer Operating Fund Contingency
31	\$4,500	Three small utility account adjustments	County sewage processing fees
32	\$10,000	Police laptops and a PC	Red light camera services savings
33*	\$9,500	Miscellaneous small adjustments to four Fleet Management accounts	Fleet Management vacancy savings
34	\$132,000	Municipal Complex security services and repairs	Finance vacancies
35	\$40,000	Record management and shredding project	Parks & Rec vacancies
36		Not used	
37	\$225,000	Off-duty police services compensation	Off-duty revenue
38	\$119,000	CRA security camera services	CRA payment to City
39	\$35,000	Sewer telemetry (Smart Covers) maintenance contract	County wastewater processing savings
40	\$30,300	Media Specialist position – partial first year	IT vacancies
41	\$82,000	Sherbondy Park trails renovation	General Fund fund balance
42	\$35,000	Building repairs and maintenance	Beautification & Building Maintenance vacancies
43	\$31,000	Increased credit card expense	Funded by Finance Dept vacancies
44	\$10,000	Temporary staffing pending fill of HR position	Funded by HR vacancies
45	\$75,000	Roadway assessment program	FY 24 project carryover funding
46	\$14,000	ADA Assessment	FY 24 project carryover funding
47	\$35,000	Police tasers and bullet proof vests	Seizure funds
48	\$35,000	Public Works engineering services	Funded from vacancy by not staffing this service internally
49	\$50,000	Pump station seal failure monitors	ARPA interest
50		Not used	
51	\$100,000	Sewer main lining	Wastewater processing savings
52	\$25,000	DERM fees associated with accounts billed by City rather than County	Wastewater processing savings
53*	\$14,000	Miscellaneous small utility fund account adjustments	Wastewater processing savings
54**	\$42,000	Increases in cell phone and telephone over the internet service	Wastewater processing savings
55**	\$95,000	Liability insurance agent of record services	Savings in red light camera services, vacancies in Service Line and Stormwater Ops.

FY 25 Budget Amendment #2 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
56**	\$120,000	County water meter repair and replacement	Savings in water and wastewater processing services.
57**	\$81,870	Street Safety Projects	Savings from delays in other Safe Neighborhood CIP projects
58**	\$500	Safe Neighborhood Fund bank charges	Savings from other Safe Neighborhood CIP projects
59**	\$22,000	Traffic calming radar warning signs	Vacancy savings - Streets & Sidewalks Division
60**	\$98,000	Increase in General Fund departing employees leave payout	Vacancy savings – City Manager Office
61**	\$20,000	Additional sewer pump	Savings in County utility billing fees
62**	\$12,000	Park lightning detection services	Vacancy saving – Parks & Rec
63**	\$14,000	Minor restoration of General Fund Contingency	Savings from Fleet Maintenance machinery & equipment

FY 25 Budget Amendment #2 - Summary By Fund - Second Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Budget Thru Amend #1</u>				
<u>Funding</u>				
Revenue/Loans	33,296,542	13,961,194	100,000	47,357,736
Use Of / (Add To) Fund Bal	7,767,203	4,222,945	7,562,422	19,552,570
Total Funding Ex Trans-In	41,063,745	18,184,139	7,662,422	66,910,306
Transfer-in	16,261,651	7,761,326	-	24,022,977
Total Funding	57,325,396	25,945,465	7,662,422	90,933,283
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	44,094,124	22,780,683	35,500	66,910,308
Transfer-Out	13,231,273	3,164,780	7,626,922	24,022,975
Total Expenditure	57,325,397	25,945,464	7,662,422	90,933,283
<u>Amendment #2</u>				
<u>Funding</u>				
Revenue/Loans	(477,936)	(111,184)	50,070	(539,050)
Use Of / (Add To) Fund Bal	2,584,691	782,571	-	3,367,262
Total Funding Ex Trans-In	2,106,755	671,387	50,070	2,828,212
Transfer-in	770,802	(362,338)	-	408,464
Total Funding	2,877,557	309,049	50,070	3,236,676
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	3,427,523	(599,310)	-	2,828,213
Transfer-Out	(549,966)	908,359	50,070	408,463
Total Expenditure	2,877,557	309,049	50,070	3,236,676
<u>Budget Thru Amend #2</u>				
<u>Funding</u>				
Revenue/Loans	32,818,606	13,850,010	150,070	46,818,686
Use Of / (Add To) Fund Bal	10,351,894	5,005,516	7,562,422	22,919,832
Total Funding Ex Trans-In	43,170,500	18,855,526	7,712,492	69,738,518
Transfer-in	17,032,453	7,398,988	-	24,431,441
Total Funding	60,202,953	26,254,514	7,712,492	94,169,959
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	47,521,647	22,181,373	35,500	69,738,521
Transfer-Out	12,681,307	4,073,139	7,676,992	24,431,438
Total Expenditure	60,202,954	26,254,513	7,712,492	94,169,959

FY 25 Budget Amendment #2 - Summary By Fund - Second Hearing

General Fund

Funding

	Budget Thru Amend #1	Amendment #2	Budget Thru Amend #2
Revenue/Loans	24,169,260	(558,936)	23,610,324
Use Of / (Add To) Fund Bal	7,561,162	171,000	7,732,162
Total Funding - Ex Transfer-In	31,730,422	(387,936)	31,342,486
Transfer-In	5,330,547	-	5,330,547
Total Funding - Ex Transfer-In	37,060,969	(387,936)	36,673,033

Expenditure

	Div	Budget Thru Amend #1	Amendment #2	Budget Thru Amend #2
Commission	10	143,890	10,500	154,390
City Manager	12	1,365,601	(282,205)	1,083,396
General Fund Non-Depart - Ex Trans Out	19	4,995,369	168,200	5,163,569
Human Resources	13	609,105	11,500	620,605
Clerk	16	601,201	43,500	644,701
Attorney	28	579,000	-	579,000
Finance	17	1,674,726	59,005	1,733,731
Housing & Social Services	70	295,669	(15,000)	280,669
Planning & Community Dev	37	1,016,744	9,000	1,025,744
Building & Licenses	30	861,599	5,000	866,599
Parks & Recreation	72	1,701,227	(25,300)	1,675,927
Police	26	9,644,642	152,230	9,796,872
Code Enforcement	23	806,296	(17,000)	789,296
Building & Grounds Maintenance	39	1,832,010	22,000	1,854,010
Public Works - Admin	32	567,413	3,500	570,913
Public Works - Streets	41	637,105	17,100	654,205
Public Works - Trash	50	-	-	-
Public Works - Vehicle Maintenance	49	860,342	-	860,342
Total Expenditure - Ex Transfer-Out		28,191,938	162,030	28,353,968
Transfer-Out	19	8,869,032	(549,966)	8,319,066
Total Expenditure		37,060,969	(387,936)	36,673,033

FY 25 Budget Amendment #2 - Summary By Fund - Second Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans	24,169,260	1,258,365	1,760,000	316,417	5,525,000	265,000	2,500	-	-	33,296,542
Use Of / (Add To) Fund Bal	7,561,162	-	-	-	-	158,541	47,500	-	-	7,767,203
Total Funding Ex Trans-In	31,730,422	1,258,365	1,760,000	316,417	5,525,000	423,541	50,000	-	-	41,063,745
Transfer-in	5,330,547	4,409,766	-	313,483	-	-	-	4,454,373	1,753,482	16,261,651
Total Funding	37,060,969	5,668,131	1,760,000	629,900	5,525,000	423,541	50,000	4,454,373	1,753,482	57,325,396
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,191,938	5,668,131	1,760,000	629,900	1,162,759	423,541	50,000	4,454,373	1,753,482	44,094,124
Transfer-Out	8,869,032	-	-	-	4,362,241	-	-	-	-	13,231,273
Total Expenditure	37,060,969	5,668,131	1,760,000	629,900	5,525,000	423,541	50,000	4,454,373	1,753,482	57,325,397
<u>Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans	(558,936)	-	-	-	-	81,000	-	-	-	(477,936)
Use Of / (Add To) Fund Bal	171,000	-	(718,130)	-	3,096,821	35,000	-	-	-	2,584,691
Total Funding Ex Trans-In	(387,936)	-	(718,130)	-	3,096,821	116,000	-	-	-	2,106,755
Transfer-in	-	478,802	-	132,000	-	-	-	160,000	-	770,802
Total Funding	(387,936)	478,802	(718,130)	132,000	3,096,821	116,000	-	160,000	-	2,877,557
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	162,030	478,802	(718,130)	132,000	3,096,821	116,000	-	160,000	-	3,427,523
Transfer-Out	(549,966)	-	-	-	-	-	-	-	-	(549,966)
Total Expenditure	(387,936)	478,802	(718,130)	132,000	3,096,821	116,000	-	160,000	-	2,877,557
<u>Budget Thru Amend #2</u>										
<u>Funding</u>										
Revenue/Loans	23,610,324	1,258,365	1,760,000	316,417	5,525,000	346,000	2,500	-	-	32,818,606
Use Of / (Add To) Fund Bal	7,732,162	-	(718,130)	-	3,096,821	193,541	47,500	-	-	10,351,894
Total Funding Ex Trans-In	31,342,486	1,258,365	1,041,870	316,417	8,621,821	539,541	50,000	-	-	43,170,500
Transfer-in	5,330,547	4,888,568	-	445,483	-	-	-	4,614,373	1,753,482	17,032,453
Total Funding	36,673,033	6,146,933	1,041,870	761,900	8,621,821	539,541	50,000	4,614,373	1,753,482	60,202,953
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,353,968	6,146,933	1,041,870	761,900	4,259,580	539,541	50,000	4,614,373	1,753,482	47,521,647
Transfer-Out	8,319,066	-	-	-	4,362,241	-	-	-	-	12,681,307
Total Expenditure	36,673,033	6,146,933	1,041,870	761,900	8,621,821	539,541	50,000	4,614,373	1,753,482	60,202,954

FY 25 Budget Amendment #2 - Summary By Fund - Second Hearing

Enterprise Funds										
	Water-Sewer Operating Fund					Storm Water Op	Water Sewer CIP	Storm Water CIP	Total	
	Water-Sewer Operating Divisions (Expense)									
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	CIP Mgmt Division	Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Enterprise Funds
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans						10,339,627	2,065,383	-	1,556,184	13,961,194
Use Of / (Add To) Fund Bal						2,720,975	1,501,970	-	-	4,222,945
Total Funding Ex Trans-In						13,060,602	3,567,353	-	1,556,184	18,184,139
Transfer-in						119,177	-	4,654,222	2,987,927	7,761,326
Total Funding	-	-	-	-	-	13,179,779	3,567,353	4,654,222	4,544,111	25,945,465
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,762,800	5,004,898	3,033,489	317,297	354,015	11,472,498	2,109,852	4,654,222	4,544,111	22,780,683
Transfer-Out	-	-	1,707,280	-	-	1,707,280	1,457,501	-	-	3,164,780
Total Expenditure	2,762,800	5,004,898	4,740,769	317,297	354,015	13,179,778	3,567,353	4,654,222	4,544,111	25,945,464
<u>Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans						-	-	-	(111,184)	(111,184)
Use Of / (Add To) Fund Bal						(99,895)	882,466	-	-	782,571
Total Funding Ex Trans-In						(99,895)	882,466	-	(111,184)	671,387
Transfer-in						99,895	-	(1,046,601)	584,368	(362,338)
Total Funding	-	-	-	-	-	-	882,466	(1,046,601)	473,184	309,049
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	14,642	(143,700)	8,200	97,823	-	(23,035)	(2,858)	(1,046,601)	473,184	(599,310)
Transfer-Out	-	-	23,035	-	-	23,035	885,324	-	-	908,359
Total Expenditure	14,642	(143,700)	31,235	97,823	-	-	882,466	(1,046,601)	473,184	309,049
<u>Budget Thru Amend #2</u>										
<u>Funding</u>										
Revenue/Loans						10,339,627	2,065,383	-	1,445,000	13,850,010
Use Of / (Add To) Fund Bal						2,621,080	2,384,436	-	-	5,005,516
Total Funding Ex Trans-In						12,960,707	4,449,819	-	1,445,000	18,855,526
Transfer-in						219,072	-	3,607,621	3,572,295	7,398,988
Total Funding	-	-	-	-	-	13,179,779	4,449,819	3,607,621	5,017,295	26,254,514
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,777,442	4,861,198	3,041,689	415,120	354,015	11,449,463	2,106,994	3,607,621	5,017,295	22,181,373
Transfer-Out	-	-	1,730,315	-	-	1,730,315	2,342,825	-	-	4,073,139
Total Expenditure	2,777,442	4,861,198	4,772,004	415,120	354,015	13,179,778	4,449,819	3,607,621	5,017,295	26,254,513

FY 25 Budget Amendment #2- Detail - Second Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
1	<u>Conversion From Grant To Loan</u>							
	STM-CIP	Trf-In	455-381450	Trf-In To Storm CIP From Storm Ops	1,221,257	131,406	1,352,663	Change of funding source from grant to Stormwater Ops
	Storm Ops	TRF-Out	43-513917	Trf-Out From Storm Ops To Storm CIP	1,221,257	131,406	1,352,663	
	Storm Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	1,501,970	131,406	1,633,376	
	STM-CIP	Revenue	455-334700	Grants - SRF	156,184	(131,406)	24,778	
2	<u>Safe Law Enforcement - SafePointe</u>							
	SLE	Exp	65-521340	Contracted Service	117,900	11,000	128,900	Additional Cost Of The SafePointe Security System Service & Installation
	SLE	Rev	165-338100	Court Forfeiture	250,000	11,000	261,000	
3	<u>Retirement Payout - Utilities</u>							
	WS-Fin	Exp	61-535916	Leave Pay-Out - Wages	25,000	45,000	70,000	Retirement of senior Utilities employee. Offset by Compensation savings in Sewer and Service Line Divisions.
	WS-Fin	Exp	61-535917	Leave Pay-Out - FICA / Medicare	1,600	3,800	5,400	
	WS-Fin	Exp	61-535918	Leave Pay-Out - Retirement	2,300	3,400	5,700	
	WS-Serv Line	Exp	63-533120	Salaries - Regular	118,541	(10,000)	108,541	
	WS-Serv Line	Exp	63-533210	FICA/Medicare	10,124	(1,000)	9,124	
	WS-Serv Line	Exp	63-533220	Retirement	18,041	(2,000)	16,041	
	WS-Serv Line	Exp	63-533230	Life And Health Insurance	19,038	(3,000)	16,038	
	WS-Sewer	Exp	35-535120	Salaries - Regular	315,799	(24,028)	291,771	
	WS-Sewer	Exp	35-535210	FICA/Medicare	26,518	(3,000)	23,518	
	WS-Sewer	Exp	35-535220	Retirement	47,251	(5,300)	41,951	
	WS-Sewer	Exp	35-535230	Life And Health Insurance	58,370	(3,872)	54,498	
4	<u>CIP Management Fee Correction</u>							
	WS-Funding	Fund Bal	440-383010	Use Of/ (Add To) Fund Balance	2,720,975	(99,895)	2,621,080	Payment to Water-Sewer Fund for CIP Management omitted in origianl budget
	WS Ops Fund	Trf-In	440-381450	Transfer In To WS From Storm Ops	-	99,895	99,895	
	Storm Ops Fund	Trf-Out	43-581925	Transfer Out From Storm Ops To WS	-	99,895	99,895	
	Storm Ops Fund	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	1,633,376	99,895	1,733,271	
5	<u>Interest On Solid Waste Collection Suit Settlement</u>							
	Non-Dept	Exp	19-514380	Legal Settlements	3,000,000	273,000	3,273,000	Interest On Solid Waste Collection Suit Settlement for period from award to payment
	Non-Dept	Exp	19-519390	Contingency	1,064,000	(273,000)	791,000	
6	<u>Change Funding Source From SRF To Storm Fund Balance - Cairo Lane Project</u>							
	Storm CIP	Grant	455-334700	Grants - SRF	24,778	(24,778)	-	Change in source of funding from SRF Grant to Stormwater Ops Fund
	Storm CIP	Trf-In	455-381450	Trf-In From Storm Ops To Storm CIP	1,352,663	24,778	1,377,441	
	Storm Ops	TRF-Out	43-513917	Trf-Out From Storm Ops To Storm CIP	1,352,663	24,778	1,377,441	
	Storm Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	1,733,271	24,778	1,758,049	
7	<u>Resiliency Study - Carryover Grant</u>							
	Storm CIP	Grant	450-334703	Grants - Other - Resiliency	1,400,000	45,000	1,445,000	Rollover of FY 24 expense funded by grant
	Storm CIP	Exp	87-538652	Resiliency Study	150,000	45,000	195,000	

FY 25 Budget Amendment #2- Detail - Second Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
8	<u>Split FRDAP Grant Revenue Into Three Accounts</u>							
	Safe Neigh	Rev	320-334739	Sherbondy Courts FRDAP	150,000	(100,000)	50,000	Split FRDAP Grant into one account for each project
	Safe Neigh	Rev	320-334724	Ingram Court FRDAP	-	50,000	50,000	
	Safe Neigh	Rev	320-334741	Segal FRDAP	-	50,000	50,000	
9	<u>Police Overtime</u>							
	Police	Exp	26-521140	Salaries - Overtime	365,000	145,000	510,000	
	Police	Exp	26-521120	Salaries - Regular	4,885,766	(76,500)	4,809,266	
	Police	Exp	26-521150	Longevity	43,500	(43,500)	-	
	Gen Fund	Rev	001-369940	Cost Reimbursements	15,000	25,000	40,000	
10	<u>Insurance Deductibles & Legal Expense</u>							
	Risk Mgmt	Exp	84-513392	Motor Vehicle - Deductible	30,000	25,000	55,000	Increase in deductibles and legal expese - Offset by transfers from Gen Fund, Water-Sewer Ops and Stormwater Ops
	Risk Mgmt	Exp	84-513452	General Liability - Deductible	35,000	25,000	60,000	
	Risk Mgmt	Exp	84-513312	Other Professional Services	10,000	15,000	25,000	
	Risk Mgmt	Trf-In	118-384140	Transfer In	4,454,373	65,000	4,519,373	
	Non-Dept	Trf-Out	19-519442	Trf Out - Gen Fund To Risk Mgmt	3,733,484	54,480	3,787,964	
	Police	Exp	26-512497	Red Light Camera Service	676,377	(54,480)	621,897	
	WS-Fin	Trf-Out	61-513442	Trf Out - WS Ops To Risk Mgmt	641,302	9,358	650,660	
	WS-Water	Exp	64-533230	Life And Health Insurance	37,063	(9,358)	27,705	
	Storm Ops	Trf-Out	43-538442	Trf Out - Storm Ops To Risk Mgmt	79,586	1,161	80,747	
	Storm Ops	Exp	43-538120	Salaries - Regular	307,712	(1,161)	306,551	
11	<u>Evidence Storage Shelves</u>							
	SLE	Rev	165-338100	Court Forfeiture	261,000	70,000	331,000	Evidence storage shelves
	SLE	Exp	65-521642	Office Furniture & Equipment	-	70,000	70,000	
12	<u>Final Payment - FY 15 Bond, New Bond Financing</u>							
	Debt Service	Exp	83-513711	2015 Bond Principal	181,058	3,289,035	3,470,093	Final balloon payment on 2015 Bond, liquidation of Debt Service Fund Balance related to 2015 Bond
	Debt Service	Exp	83-513721	2015 Bond Interest	300,000	(192,214)	107,786	
	Debt Service	Fund Bal	230-383010	Use Of Fund Balance	-	3,096,821	3,096,821	

FY 25 Budget Amendment #2- Detail - Second Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
13	<u>Red Light Camera Revenue - Inoperable Cameras</u>							
Gen Fund	Rev	001-354140	Red Light Camera Revenue		2,671,724	(987,072)	1,684,652	Revenue down due to many inoperable cameras . Savings in General Fund component of project savings or deferral into FY 26.
Safe Neigh	Exp	44-541823	Historic City Hall		914,302	(200,000)	714,302	
Safe Neigh	Exp	44-541835	Sidewalks		88,043	(88,043)	-	
Safe Neigh	Exp	44-541840	Sesame St Bridge		544,154	(23,554)	520,600	
Safe Neigh	Exp	44-541839	Police Station		165,552	(33,943)	131,609	
Safe Neigh	Exp	44-541841	Fire Station		81,170	(81,170)	-	
Safe Neigh	Exp	44-541842	Railroad Crossing - Codadad		209,296	(206,296)	3,000	
Safe Neigh	Exp	44-541843	Railroad Crossing Opa-locka Blvd		257,066	(254,066)	3,000	
Safe Neigh	Exp	44-538638	Helen Miller - Segal		222,966	(100,000)	122,966	
Safe Neigh	Trf-In	320-381001	Trf-In To Safe Neigh From Gen Fund		3,161,800	(987,072)	2,174,728	
Non-Dept	Trf-Out	19-581320	Trf-Out From Gen Fund To Safe Neigh		3,161,800	(987,072)	2,174,728	
14	<u>Increased Irrigation</u>						-	
Gen Fund	Exp	19-519430	Electric, Gas & Water		148,350	25,000	173,350	Increased irrigation activity offset by Code Compliance position vacancies
Code Compliance	Exp	23-521120	Salaries - Regular		476,913	(20,000)	456,913	
Code Compliance	Exp	23-521210	FICA		36,674	(1,000)	35,674	
Code Compliance	Exp	23-521220	Retirement		65,345	(2,000)	63,345	
Code Compliance	Exp	23-521230	Life And Health Insurance		66,544	(2,000)	64,544	
15	<u>Beautification Overtime</u>						-	
Beautification	Exp	39-541140	Salaries - Overtime		9,500	20,000	29,500	High level of Beautification Div activity offset by savings from inoperable red light cameras
Beautification	Exp	39-541120	Salaries - Regular		589,762	(15,000)	574,762	
Beautification	Exp	39-541210	FICA		45,844	(1,000)	44,844	
Beautification	Exp	39-541220	Retirement		81,680	(2,000)	79,680	
Beautification	Exp	39-541230	Life And Health Insurance		107,068	(2,000)	105,068	
16	<u>Historic City Hall Maintenance Cost</u>						-	
CIP Mgmt	Exp	75-535340	Other Contracted Services		7,500	18,500	26,000	Historic City Hall Maintenance costs funded by CIP Management vacancies
CIP Mgmt	Exp	75-535120	Salaries - Regular		202,345	(13,900)	188,445	
CIP Mgmt	Exp	75-535210	FICA		15,479	(1,200)	14,279	
CIP Mgmt	Exp	75-535220	Retirement		27,579	(1,800)	25,779	
CIP Mgmt	Exp	75-535230	Life And Health Insurance		24,562	(1,600)	22,962	
17	<u>Nile Gardens Drainage (Mary Alice Brown Apartments Area)</u>						-	
Strm Wtr CIP	Exp	87-538653	Nile Gardens Drainage		-	450,000	450,000	Planning and design phases for major drainage project
Strm Wtr CIP	Trf-In	455-381450	Trf-In To Strm CIP From Strm Ops		1,377,441	450,000	1,827,441	
Strm Wtr Ops	Trf-Out	43-513917	Trf-Out From Strm Ops To Strm CIP		1,377,441	450,000	1,827,441	
Strm Wtr Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance		1,758,049	450,000	2,208,049	

FY 25 Budget Amendment #2- Detail - Second Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comment</u>
18	<u>Water Distribution Cross-Connection Maintenance Program</u>						-	
	Water Distrib	Exp	64-533340	Other Contracted Services	25,000	25,000	50,000	Initial phase of program to manage water system cross-connection and backflow devices. Funded by savings in Water Distribution division
	Water Distrib	Exp	64-533120	Salaries - Regular	187,273	(20,300)	166,973	
	Water Distrib	Exp	64-533210	FICA	14,442	(1,700)	12,742	
	Water Distrib	Exp	64-533220	Retirement	25,729	(3,000)	22,729	
19	<u>Road Materials</u>						-	
	Roads & Streets	Exp	41-541530	Road Materials & Supplies	20,000	15,000	35,000	Additional roads and sidewalks restoration materials funded by vacancy savings in the Housing and Social Services Department
	House & Soc Svc	Exp	70-512120	Salaries - Regular	107,263	(4,100)	103,163	
	House & Soc Svc	Exp	70-512210	FICA	10,500	(2,700)	7,800	
	House & Soc Svc	Exp	70-512220	Retirement	18,709	(4,800)	13,909	
	House & Soc Svc	Exp	70-512230	Life & Health Insurance	14,696	(3,400)	11,296	
20	<u>Lift Station Pump & Generator Rental</u>						-	
	WW Coll & Trans	Exp	35-535440	Rentals & Leases	12,500	22,000	34,500	Rental of standby pumps and generators for PS #16 until renovation project starts, funded by vacancy savings in Wastewater Collection & Trans Divisions
	WW Coll & Trans	Exp	35-535120	Salaries - Regular	291,771	(16,100)	275,671	
	WW Coll & Trans	Exp	35-535210	FICA/Medicare	23,518	(1,000)	22,518	
	WW Coll & Trans	Exp	35-535220	Retirement	41,951	(2,200)	39,751	
	WW Coll & Trans	Exp	35-535230	Life And Health Insurance	54,498	(2,700)	51,798	
21	<u>Code Compliance Temporary Staffing</u>						-	
	Code Compliance	Exp	23-521340	Other Contracted Services	22,600	15,000	37,600	Temporary staffing until empty positions filled. Funded by vacancy savings in same division.
	Code Compliance	Exp	23-521120	Salaries - Regular	456,913	(9,600)	447,313	
	Code Compliance	Exp	23-521210	FICA/Medicare	35,674	(1,400)	34,274	
	Code Compliance	Exp	23-521220	Retirement	63,345	(2,000)	61,345	
	Code Compliance	Exp	23-521230	Life And Health Insurance	64,544	(2,000)	62,544	

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#	Amendment Details				Budget	Adj	Revised	Comment
22	Miscellaneous Small General Fund Adjustments						-	
	Commission	Exp	10-512523	Special Supplies/Promotional Items	5,000	3,000	8,000	Miscellaneous small General Fund account adjustments. Funded by red light camera service savings.
	Commission	Exp	10-515547	Conferences & Meetings	10,000	4,000	14,000	
	Commission	Exp	10-511493	General Expenses	3,300	2,500	5,800	
	Commission	Exp	10-511642	Office Furniture & Equipment	-	1,000	1,000	
	Manager	Exp	12-512140	Salaries - Overtime	200	2,000	2,200	
	HR	Exp	13-513250	Unemployment Compensation	20,000	5,000	25,000	
	HR	Exp	13-513311	Employee Medical Services	7,500	4,000	11,500	
	HR	Exp	13-513510	Office Supplies	2,000	2,500	4,500	
	Clerk	Exp	16-512642	Furniture & Fixtures	3,555	3,500	7,055	
	Finance	Exp	17-513340	Other Contracted Services	194,000	5,000	199,000	
	Code Compliance	Exp	23-521521	Clothing & Uniform Expense	4,400	8,000	12,400	
	Police	Exp	26-521510	Office Supplies	6,000	4,000	10,000	
	Police	Exp	26-529160	Honor Guard	8,000	2,000	10,000	
	Building & Lic	Exp	30-524470	Printing & Binding	1,750	4,000	5,750	
	Building & Lic	Exp	30-524510	Office Supplies	2,100	1,000	3,100	
	PW Admin	Exp	32-54140	Salaries - Overtime	500	1,500	2,000	
	PW Admin	Exp	32-541648	Vehicle Lease	11,342	2,000	13,342	
	Commun Dev	Exp	37-515493	General Expense	10,000	9,000	19,000	
	Beaut & Bldg Mnt	Exp	39-541341	Uniform Rental/Laundry	9,386	3,000	12,386	
	Beaut & Bldg Mnt	Exp	39-541467	Repairs - Mach & Equip	750	1,000	1,750	
	Beaut & Bldg Mnt	Exp	39-541493	General Expense	3,000	4,000	7,000	
	Beaut & Bldg Mnt	Exp	39-541551	Maintenance Supplies	32,000	8,000	40,000	
	Beaut & Bldg Mnt	Exp	39-541648	Vehicle Lease	37,355	6,000	43,355	
	Roads & Streets	Exp	41-541341	Uniform Rental/Laundry	1,976	1,500	3,476	
	Roads & Streets	Exp	41-541648	Vehicle Lease/Purchase	45,911	600	46,511	
	Fleet Maint	Exp	49-541340	Other Contracted Services	75,000	5,000	80,000	
	Fleet Maint	Exp	49-541466	Vehicle Repair - Accidents	90,000	9,000	99,000	
	Parks & Rec	Exp	72-572487	Football	31,000	4,000	35,000	
	Parks & Rec	Exp	72-572488	Basketball	5,600	1,500	7,100	
	Parks & Rec	Exp	72-572492	Soccer	1,250	1,000	2,250	
	Parks & Rec	Exp	72-572642	Furniture & Equipment	3,000	5,000	8,000	
	Parks & Rec	Exp	72-572403	Special Event - Haitian Day	298,550	3,200	301,750	
	Police	Exp	26-512497	Red Light Camera Service	621,897	(116,800)	505,097	
23	Parks & Recreation Temporary Staffing						-	
	Parks & Rec	Exp	72-572340	Other Contracted Services	30,000	32,000	62,000	Temporary staffing necessary due to vacant positions. Funded by vacancy savings.
	Parks & Rec	Exp	72-572120	Salaries - Regular	533,397	(28,500)	504,897	
	Parks & Rec	Exp	72-572210	FICA	64,687	(5,000)	59,687	
	Parks & Rec	Exp	72-572220	Retirement	115,246	(8,500)	106,746	
	Parks & Rec	Exp	72-572230	Life And Health Insurance	83,047	10,000	93,047	

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#	Amendment Details				Budget	Adj	Revised	Comment
24	<u>Wastewater Telemetry Project Adjustment</u>							
	WS CIP	Exp	86-5356308	Smart Covers (SCADA)	105,294	70	105,364	Minor adjustment to project carryover from FY 24
	WS CIP	Trf-In	445-381105	Trf-In To WS CIP From ARPA	4,454,778	70	4,454,848	
	ARPA	Trf-Out	15-538902	Trf-Out From ARPA To WS CIP	4,454,778	70	4,454,848	
	ARPA	Rev	105-361100	ARPA Interest	100,000	70	100,070	
25	<u>Police Computers (Grant Funded)</u>							
	Police	Exp	26-521646	Computer Equipment	700	30,000	30,700	JAG-D Grant to fund computers for Police vehicles
	Police	Exp	26-512497	Red Light Camera Service	505,097	(1,864)	503,233	
	Gen Fund	Rev	001-334700	Grants - JAG-D	-	28,136	28,136	
26	<u>Cairo Lane ARPA Funding Remix Between General, Water-Sewer & Storm Funds</u>							
	Safe Neighbor	Exp	44-541820	Cairo Lane - Streets	1,000,000	1,294,874	2,294,874	Reallocation of ARPA funding among various components of project and carryforward of \$176,387 of FY 24 design fees
	Safe Neighbor	Trf-In	320-381105	Trf-In To Safe Neigh From ARPA	1,247,966	1,294,874	2,542,840	
	ARPA	Trf-Out	15-581320	Trf-Out From ARPA To Safe Neigh	1,247,966	1,294,874	2,542,840	
	Wtr-Swr CIP	Exp	86-5356315	Cairo Lane - Wtr-Swr	1,766,671	(1,096,671)	670,000	
	Wtr-Swr CIP	Trf-In	445-381105	Trf-In To Water-Sewer CIP From ARPA	4,454,848	(1,096,671)	3,358,177	
	ARPA	Trf-Out	15-538902	Trf-Out From ARPA To Water-Sewer CIP	4,454,848	(1,096,671)	3,358,177	
	Stormwater CIP	Exp	87-5386315	Cairo Lane - Stormwater	1,843,203	(21,816)	1,821,387	
	Stormwater CIP	Trf-In	455-381450	Trf-In To Stormwater CIP From Strm Ops	1,827,441	176,387	2,003,828	
	Strm Wtr Ops	Trf-Out	43-513917	Trf-Out From Strm Ops To Strm CIP	1,827,441	176,387	2,003,828	
	Strm Wtr Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	2,208,049	176,387	2,384,436	
	Stormwater CIP	Trf-In	455-381105	Trf-In To Stormwater CIP From ARPA	1,766,670	(198,203)	1,568,467	
	ARPA	Trf-Out	15-538903	Trf-Out From ARPA To Stormwater CIP	1,766,670	(198,203)	1,568,467	
27	<u>Police Uniforms</u>							
	Police	Exp	26-521521	Clothing & Uniform Expense	40,000	20,000	60,000	Uniform requirements for additional new hire officers
	Police	Exp	26-512497	Red Light Camera Service	503,233	(20,000)	483,233	
28	<u>Staff Transfer From City Manager's Office To Finance</u>							
	Finance	Exp	17-513120	Salaries - Regular	662,352	145,773	808,125	Transfer of staff from City Manager's Office to Finance
	Finance	Exp	17-513210	FICA	50,935	11,152	62,087	
	Finance	Exp	17-513220	Retirement	90,755	19,868	110,623	
	Finance	Exp	17-513230	Life And Health Insurance	75,003	9,212	84,215	
	City Manager	Exp	12-512120	Salaries - Regular	977,170	(145,773)	831,397	
	City Manager	Exp	12-512210	FICA	71,011	(11,152)	59,859	
	City Manager	Exp	12-512220	Retirement	181,088	(19,868)	161,220	
	City Manager	Exp	12-512230	Life And Health Insurance	95,762	(9,212)	86,550	
29	<u>Odor Control & Fats, Oils Grease Additional Expense</u>							
	Sewer	Exp	35-535340	Other Contracted Services	248,213	90,000	338,213	Odor Control and Fats, Oils & Grease Services underbudgeted. Funded with anticipated savings from
	Sewer	Exp	35-535432	Sewage Disposal	3,773,373	(90,000)	3,683,373	

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#	Amendment Details				Budget	Adj	Revised	Comment
							-	wastewater processing fees
							-	
30	<u>Water Main Repair</u>						-	
	Water	Exp	64-533340	Other Contracted Services	50,000	25,000	75,000	Repair of water main break. Funded by Contingency
	WS Finance	Exp	61-513992	Contingency	250,000	(25,000)	225,000	
							-	
31	<u>Miscellaneous Small Water-Sewer Operating Fund Adjustments</u>						-	
	Service Lines	Exp	63-533541	Education	-	1,500	1,500	Miscellaneous small Water-Sewer Operating Fund adjustments
	Sewer	Exp	35-535341	Uniform Rental/Laundry	4,446	2,000	6,446	
	Water	Exp	64-533140	Salaries - Overtime	1,500	1,000	2,500	
	Sewer	Exp	35-535432	Sewage Disposal	3,683,373	(4,500)	3,678,873	
							-	
32	<u>Police IT Hardware</u>						-	
	Police	Exp	26-521646	Computer Equipment	-	10,000	10,000	Laptops and a PC
	Police	Exp	26-512497	Red Light Camera Service	483,233	(10,000)	473,233	
							-	
33	<u>Fleet Management Small Adjustments</u>						-	
	Fleet	Exp	49-541450	Gas, Oil, Grease	367,000	5,000	372,000	Minor adjustments to Fleet Management expenditures
	Fleet	Exp	49-541341	Uniform Rental/Laundry	1,482	2,500	3,982	
	Fleet	Exp	49-541520	Operating Expense	3,000	2,000	5,000	
	Fleet	Exp	49-541140	Salaries-Regular	149,308	(882)	148,426	
	Fleet	Exp	49-541210	FICA	11,978	(500)	11,478	
	Fleet	Exp	49-541220	Retirement	25,248	(5,600)	19,648	
	Fleet	Exp	49-541230	Life And Health Insurance	21,425	(2,518)	18,907	
							-	
34	<u>Town Center Security Services & Repairs</u>						-	
	Town Center	Exp	62-519461	Repair & Maintenance - Building	30,000	10,000	40,000	Fire alarm repairs and extension of security services for four months. Funded by Finance vacancies
	Town Center	Exp	62-519340	Other Contracted Services	201,000	122,000	323,000	
	Town Center	Trf-In	490-381001	Trf-In To Town Center From Gen Fund	313,483	132,000	445,483	
	General Fund	Trf-Out	19-581926	Trf-Out From Gen Fund To Town Center	313,483	132,000	445,483	
	Finance	Exp	17-513120	Salaries - Regular	808,125	(104,000)	704,125	
	Finance	Exp	17-513210	FICA	62,087	(6,000)	56,087	
	Finance	Exp	17-513220	Retirement	110,623	(13,000)	97,623	
	Finance	Exp	17-513230	Life And Health Insurance	84,215	(9,000)	75,215	
							-	
35	<u>Record Management & Shredding Project</u>						-	
	City Clerk	Exp	16-512312	Professional Services	141,000	25,000	166,000	Record Management Project - Additional consultant and shredding cost
	City Clerk	Exp	16-512340	Contracted Services	3,500	15,000	18,500	
	Parks & Rec	Exp	72-572130	Salaries - Part Time	272,130	(30,000)	242,130	
	Parks & Rec	Exp	72-572210	FICA	59,687	(3,000)	56,687	
	Parks & Rec	Exp	72-572220	Retirement	106,746	(7,000)	99,746	

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<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comment</u>
37	<u>Increased Police Off-Duty Service</u>							
	Police	Exp	26-521120	Salaries - Regular	4,809,266	339,348	5,148,614	Additional off-duty service and other miscellaneous adjustments
	Police	Exp	26-521130	Salaries - Part-Time	153,284	(10,000)	143,284	
	Police	Exp	26-521210	FICA	416,736	51,273	468,009	
	Police	Exp	26-521220	Retirement	1,623,155	(105,621)	1,517,534	
	Police	Exp	26-521230	Life And Health Insurance	559,590	(50,000)	509,590	
	General Fund	Revenue	001-342120	Off-Duty Revenue	875,000	225,000	1,100,000	
38	<u>CRA Payment For Security Monitoring</u>							
	Police	Exp	26-521340	Contracted Services	49,000	119,000	168,000	CRA funding for security monitoring with surplus building up contingency
	Non-Dept	Exp	19-519390	Contingency	791,000	31,000	822,000	
	General Fund	Revenue	001-366200	CRA Funds to City	95,778	150,000	245,778	
39	<u>Smart Cover Maintenance</u>							
	Sewer	Exp	35-535340	Other Contracted Services	338,213	35,000	373,213	Telemetry equipment (Smart Covers) annual maintenance contract
	Sewer	Exp	35-535432	Sewage Disposal	3,683,373	(35,000)	3,648,373	
40	<u>New Media Specialist Position</u>							
	IT	Exp	85-512120	Salaries - Regular	196,015	24,000	220,015	Creation of Media Specialist position in IT
	IT	Exp	85-512210	FICA	14,995	2,000	16,995	
	IT	Exp	85-512220	Retirement	26,717	3,500	30,217	
	IT	Exp	85-512230	Life And Health Insurance	22,794	800	23,594	
	IT	Exp	85-512528	Software Licensing	955,361	(30,300)	925,061	
41	<u>Sherbondy Park Trail Renovation</u>							
	Safe Neigh CIP	Exp	44-541802	Sherbondy Park Trails	-	82,000	82,000	New project to renovate Sherbondy Park Trails
	Safe Neigh CIP	Trf-In	320-381001	Trf-In To Safe Neigh From Gen Fund	2,174,728	82,000	2,256,728	
	Non-Dept	Trf-Out	19-581320	Trf-Out From Gen Fund To Safe Neigh	2,174,728	82,000	2,256,728	
	General Fund	Fund Bal	001-383010	Use Of Fund Balance	7,561,162	82,000	7,643,162	
42	<u>Building Repairs & Maintenance</u>							
	Beaut & Bldg Mnt	Exp	39-541461	Building Repair & Maintenance	120,523	35,000	155,523	Ongoing Beautification projects and increased maintenance activities require budget increase.
	Beaut & Bldg Mnt	Exp	39-541120	Salaries - Regular	574,762	(25,000)	549,762	
	Beaut & Bldg Mnt	Exp	39-541210	FICA	44,844	(2,000)	42,844	
	Beaut & Bldg Mnt	Exp	39-541220	Retirement	79,680	(3,500)	76,180	
	Beaut & Bldg Mnt	Exp	39-541230	Life And Health Insurance	105,068	(4,500)	100,568	

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<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comment</u>
43	<u>Credit Card Expense</u>						-	
	Finance	Exp	17-513529	Credit Card Fee	42,000	31,000	73,000	Additional credit card expense funded by Finance vacancy savings
	Finance	Exp	17-513120	Salaries - Regular	704,125	(23,000)	681,125	
	Finance	Exp	17-513210	FICA	56,087	(1,900)	54,187	
	Finance	Exp	17-513220	Retirement	97,623	(3,300)	94,323	
	Finance	Exp	17-513230	Life And Health Insurance	75,215	(2,800)	72,415	
44	<u>HR Temprrary Staffing</u>						-	
	HR	Exp	13-513340	Other Contracted Services	82,500	10,000	92,500	Additional temporary staffing offset by vacancy saving from posiions filled by temporary staff
	HR	Exp	13-513120	Salaries - Regular	193,014	(11,014)	182,000	
	HR	Exp	13-513210	FICA	14,995	(395)	14,600	
	HR	Exp	13-513220	Retirement	26,716	(1,216)	25,500	
	HR	Exp	13-513230	Life And Health Insurance	19,044	2,625	21,669	
45	<u>Roadway Assessment Program</u>						-	
	Safe Neigh CIP	Exp	44-541850	Roadway Assessment Program	50,000	75,000	125,000	Carryover from FY 24 of final portion of Roadway Assessment Program
	Safe Neigh CIP	Trf-In	320-381001	Trf-In To Safe Neigh From Gen Fund	2,256,728	75,000	2,331,728	
	Non-Dept	Trf-Out	19-581320	Trf-Out From Gen Fund To Safe Neigh	2,256,728	75,000	2,331,728	
	General Fund	Fund Bal	001-383010	Use Of Fund Balance	7,643,162	75,000	7,718,162	
46	<u>ADA Assessment</u>						-	
	Safe Neigh CIP	Exp	44-541858	ADA Assessment	80,000	14,000	94,000	Carryover from FY 24 of final portion of ADA Assessment Program
	Safe Neigh CIP	Trf-In	320-381001	Trf-In To Safe Neigh From Gen Fund	2,331,728	14,000	2,345,728	
	Non-Dept	Trf-Out	19-581320	Trf-Out From Gen Fund To Safe Neigh	2,331,728	14,000	2,345,728	
	General Fund	Fund Bal	001-383010	Use Of Fund Balance	7,718,162	14,000	7,732,162	
47	<u>Police Tasers & Bullet Proof Vests</u>						-	
	Spec Law Enforc.	Exp	65-521547	Special Supplies	30,000	35,000	65,000	Increase in Special Supplies for tasers and bullet proof vests
	Spec Law Enforc.	Fund Bal	165-383010	Use Of/(Add To) Fund Balance	158,541	35,000	193,541	
48	<u>Public Works Engineering Services</u>						-	
	PW Admin	Exp	32-541312	Other Professional Services	-	35,000	35,000	External PW engineering services in lieu of a City employee. Funded by vacancies
	PW Admin	Exp	32-541120	Salaries - Regular	387,074	(22,000)	365,074	
	PW Admin	Exp	32-541210	FICA	31,561	(2,000)	29,561	
	PW Admin	Exp	32-541220	Retirement	56,233	(6,000)	50,233	
	PW Admin	Exp	32-541230	Life And Health Insurance	48,675	(5,000)	43,675	

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<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comment</u>
49	<u>Pump Station #9 & #16 Seal Failure Monitors</u>							
	WS CIP	Exp	86-535635	Pump Station #9 Rehabilitation	1,169,140	25,000	1,194,140	Installation of pump seal failure monitors to protect pumps. Funded from additional ARPA interest
	WS CIP	Exp	86-535650	Pump Station #16 Rehabilitation	949,486	25,000	974,486	
	WS CIP	Trf-In	445-381105	Trf-In To WS CIP From ARPA	3,358,177	50,000	3,408,177	
	ARPA	Trf-Out	15-538902	Trf-Out From ARPA To WS-CIP	1,821,387	50,000	1,871,387	
	ARPA	Rev	105-361100	Interest Income	100,070	50,000	150,070	
50	<u>Not Used</u>							
51	<u>Sewer Main Lining & Pressure Testing</u>							
	Sewer	Exp	35-535340	Other Contracted Services	373,213	100,000	473,213	Main lining to reduce Inflow & Infiltration. Funded from savings in wastewater processing.
	Sewer	Exp	35-535432	Sewage Disposal	3,648,373	(100,000)	3,548,373	
52	<u>DERM Fees</u>							
	Water	Exp	64-533301	DERM Service Fee	-	25,000	25,000	DERM Fees collected from City billed accounts and reported as revenue. Wasterwater savings
	Sewer	Exp	35-535432	Sewage Disposal	3,548,373	(25,000)	3,523,373	
53	<u>Miscellaneous Small Water Fund Adjustments</u>							
	Sewer	Exp	35-541542	Parts & Repairs	8,000	4,000	12,000	Miscellaneous small WS Fund adjustments. Funded by wastewater processing savings
	WS Finance	Exp	61-533529	Credit Card Fee	5,000	1,000	6,000	
	Service Lines	Exp	63-533340	Other Contracted Services	56,000	5,000	61,000	
	Service Lines	Exp	63-533521	Clothing & Uniform Expense	900	1,000	1,900	
	Water	Exp	64-541493	General Expense	5,000	3,000	8,000	
	Sewer	Exp	35-535432	Sewage Disposal	3,523,373	(14,000)	3,509,373	
54	<u>Additional Mobile Phone & Voice Over Internet Services</u>							
	IT	Exp	85-512411	Telephone	204,000	45,000	249,000	Increased costs for mobile phone and phone over internet services.Funded by software savings
	IT	Exp	85-512528	Wastewater Processed	925,061	(45,000)	880,061	
55	<u>Insurance Agent Of Record Services</u>							
	Risk Mgmt	Exp	84-513312	Other Professional Services	25,000	95,000	120,000	Insurance Agent of Record Services - Anticipated to provide improved premium rates in future years.
	Risk Mgmt	Trf-In	118-384140	Transfer In	4,519,373	95,000	4,614,373	
	Non-Dept	Trf-Out	19-519442	Trf Out - Gen Fund To Risk Mgmt	3,787,964	79,626	3,867,590	
	Police	Exp	26-512497	Red Light Camera Service	473,233	(79,626)	393,607	
	WS-Fin	Trf-Out	61-513442	Trf Out - WS Ops To Risk Mgmt	650,660	13,677	664,337	
	Service Lines	Exp	63-533120	Salaries - Regular	108,541	(13,677)	94,864	
	Storm Ops	Trf-Out	43-538442	Trf Out - Storm Ops To Risk Mgmt	80,747	1,697	82,444	
	Storm Ops	Exp	43-538120	Salaries - Regular	306,551	(1,697)	304,854	

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56	<u>Meter Repair (County Charge)</u>							
	Service Lines	Exp	63-533462	Repair And Maintenance	142,000	120,000	262,000	New meter repair / replacement County charges
	Water	Exp	64-533433	Purchase Of Water	2,081,502	(30,000)	2,051,502	
	Sewer	Exp	35-535432	Wastewater Processed	880,061	(90,000)	790,061	
57	<u>Safe Streets For All (SS4A) - Quick Projects</u>							
	PTP	Exp	47-541857	Safe Streets For All Project	-	81,870	81,870	Fast SS4A project for safety. Cairo Lane deferred to FY 26
	PTP	Exp	47-541820	Cairo Lane	800,000	(800,000)	-	
	PTP	Fund Bal	176-383010	(Add To)/ Use Of Fund Balance	-	(718,130)	(718,130)	
58	<u>Safe Neighborhood CIP Fund Bank Charges</u>							
	Safe Neigh CIP	Exp	44-541493	General Expense	-	500	500	New bank charges on Safe Neighborhood Fund bank account
	Safe Neigh CIP	Exp	44-541823	Historic City Hall	714,302	(500)	713,802	
59	<u>Traffic Calming Radar Speed Signs</u>							
	Strts & Sidewalks	Exp	41-541640	Machinery & Equipment	25,000	22,000	47,000	Radar speed signs to calm traffic at a high-accident intersection. Funded through vacancy savings.
	Strts & Sidewalks	Exp	41-541120	Salaries-Regular	167,131	(17,131)	150,000	
	Strts & Sidewalks	Exp	41-541210	FICA	13,244	(1,244)	12,000	
	Strts & Sidewalks	Exp	41-541220	Retirement	23,598	(2,498)	21,100	
	Strts & Sidewalks	Exp	41-541230	Life And Health Insurance	19,345	(1,127)	18,218	
60	<u>Leave Payout - Departing Employees</u>							
	Non-Dept	Exp	19-581922	Employee Leave Payout - Wages	150,000	80,000	230,000	Increase in departing employees with large accrued leave.
	Non-Dept	Exp	19-581928	Employee Leave Payout - FICA/Med	11,475	6,200	17,675	
	Non-Dept	Exp	19-581929	Employee Leave Payout - Retirement	23,000	12,000	35,000	
	City Mgr	Exp	12-512120	Salaries - Regular	831,397	(98,200)	733,197	
61	<u>Sewer Grinder Pump</u>							
	Sewer	Exp	35-535640	Machinery & Equipment	175,000	20,000	195,000	Additional Sewer Grinder Pump funded by savings in Other Contracted Services
	WS Fin	Exp	61-513340	Other Contracted Services	244,750	(20,000)	224,750	
62	<u>Parks Lightning Detection Services</u>							
	Parks & Rec	Exp	72-572340	Other Contracted Services	62,000	12,000	74,000	Lightning Detection Services funded by vacancies
	Parks & Rec	Exp	72-572120	Salaries - Regular	504,897	(12,000)	492,897	
63	<u>Restoring Contingency</u>							
	Fleet Maint	Exp	49-541640	Machinery & Equipment	30,000	(14,000)	16,000	Savings to increase Contingency
	Non-Dept	Exp	19-519390	Contingency	822,000	14,000	836,000	

ORDINANCE NO. _____

**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; PROVIDING FOR
SEVERABILITY, CONFLICT AND REPEALER; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on February 28, 2007, the City Commission of the City of Opa-Locka passed Ordinance 07-03, which adopted and approved certain personnel rules, policies and regulations for the City of Opa-Locka, Florida ("City"); and

WHEREAS, the City Commission has previously approved a resolution to adopt and approve a standard operational procedures manual and 2025 revisions to the City's employee manual; and

WHEREAS, the City Commission desires to specifically repeal Ordinance 07-03 of the City of Opa-Locka's Code of Ordinances; and

WHEREAS, the City Commission finds that repealing Ordinance 07-03 of the City of Opa-Locka's Code of Ordinances is in the best interests of the City.

**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. Repealing Ordinance 07-03 within existing Code.

The City Commission desires to repeal Ordinance 07-03 of the City of Opa-Locka's Code of Ordinances.

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:

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: <i>(Enter X in box)</i>	05.28.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance		Other
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X					
			X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
				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's Office			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA REPEALING ORDINANCE NO. 07-03, WHICH ADOPTED THE PERSONNEL RULES, POLICIES AND REGULATIONS.

Staff Summary:

The City Commission adopted Ordinance No. 07-03, which approved the personnel rules, policies and regulations. After extensive review, the Human Resource Department determined that the handbook was severely antiquated. To ensure all policies and procedures align with the current daily operations, the handbook was revised. In preparation of the approval and adoption of the employee handbook, City Administration recommends the repeal of Ordinance 07-03 and all corresponding language referencing the previous policies, procedures and regulations.

Financial Impact: There is no financial impact.

Proposed Action:

The staff recommends the City Commission approve the recommendation to repeal Ordinance 07-03 adopting the previous personnel rules, policies and regulations.

Attachment:

1st Reading: FEBRUARY 14, 2007
2nd Reading/Public Hearing: FEBRUARY 28, 2007
Adopted: FEBRUARY 28, 2007
Effective Date: MARCH 14, 2007
Sponsored by: City Manager

Ordinance No. 07-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
OPA-LOCKA, FLORIDA ADOPTING AND APPROVING
PERSONNEL RULES, POLICIES AND REGULATIONS ; FURTHER
PROVIDING FOR A REPEALER PROVISION AND SEVERABILITY
CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

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

RULE I
DESIGNATION

SECTION 1. DESIGNATION: These rules shall be designated and known as the Personnel
Rules and Policies of the City of Opa-locka, Florida

RULE II
ORGANIZATION AND FUNCTIONS
OF PERSONNEL BOARD

SECTION 1. ORGANIZATION: Following appointments to the Board, the members shall elect
one member as Chairman. Such election shall be held each two years thereafter unless a vacancy in
such office shall occur in any such period. The Human Resources Director or designee shall serve as
Chief Examiner and Secretary to the Board.

SECTION 2. The Board shall meet as often as is necessary to fulfill its responsibilities under the
Legislative Act creating it and its own rules; but a regular time of meeting shall be established by
said Board, so that City employees, officials, and citizens shall be informed of the time and place of
meeting of the Board. Three members present shall constitute a quorum and sufficient to conduct the
business of the Board. A majority vote of those members present at a Board meeting shall be
sufficient to make decisions upon matters properly coming before the Board.

SECTION 3. DUTIES OF HUMAN RESOURCES DIRECTOR

The Director of Human Resources shall be authorized and required to perform the following duties:

1. Administer appropriate verbal, written, or computer-based examinations for all new hires in the classified service to determine those qualified to perform the essential duties of the position;
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 examination;
3. Prepare and recommend to the Personnel Board such rules considered necessary, appropriate or desirable to carry out the Personnel Rules ;
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 in the City service;
6. Establish and maintain a roster of all persons in the municipal service in which there shall be set forth, as to each officer and employee, (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 may be deemed desirable or useful to produce significant facts pertaining to personnel administration;
7. 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 Human Resources Director, or designee, reviews and signs off on the time cards submitted to payroll certifying that the persons seeking compensation have been appointed and employed in accordance with the provisions of this article;
8. Develop and establish training and educational programs for persons in the classified service;
9. Investigate periodically the operation and effectiveness of the personnel department and the Personnel rules and report annually any findings and recommendations to the City Manager.
10. Perform such other and different lawful acts and functions as may the Human Resources Director shall have no vote in the determinations of the Board.

SECTION 4. MATTERS BEFORE THE BOARD

Any individual or group that has any matter that requires or may require the attention of the Board shall first confer with the Human Resources Director who shall make the necessary arrangements to bring the matter before the Board in its regular session.

RULE III RECORDS OF THE BOARD

SECTION I. MINUTES: The Human Resources Director shall keep a minute record of the official proceedings of the Board, which shall record the following matters:

- (a) Results of examinations.
- (b) Certifications from eligible registrants.
- (c) Exemptions from competitive examinations in the case of special or exceptional appointments.
- (d) Transfers from one department to another.
- (e) Provisional appointments.
- (f) Probationary appointments.
- (g) Temporary Appointments.
- (h) Appeals from removal, reduction in pay or rank, suspension or layoff.
- (i) Leaves of absence.
- (j) Resignations.
- (k) Changes in position classification, or the official class specification of individual employees.

SECTION 2. ROSTER OF EMPLOYEES: The Human Resources Director shall maintain a roster showing the names, titles and rates of pay of all employees in the classified service. No payroll for the payment of wages or salaries to any person in the Classified Service shall be made unless such payroll shall be certified or approved for payment by the Human Resources Director, that each name appearing on the list as occupying a position in the classified service has been placed on the official roster in accordance with the provisions of these rules.

SECTION 3. OTHER RECORDS: The Human Resources Director shall oversee the maintenance of position classifications, efficiency records, files of examination papers, payrolls, correspondence, and other matters pertaining to the Department of Human Resources. The examination papers of candidates who have qualified shall be preserved until the expiration of the eligible register on which their names appear, but the examination papers of candidates who failed to qualify may be destroyed after the expiration of one year from the date of announcement of the results of the examination.

SECTION 4. INFORMATION FROM EMPLOYEE PERSONNEL FILES:

Employee personnel files are considered records of the Personnel Board. Individual employee Personnel files shall not be open to inspection by the general public except as required by law. In the presence of the Board, the Human Resources Director, or other authorized employee of

the Human Resources Department, employees and former employees may review the contents of their personnel files and request copies. Employees will be charged a nominal fee for copies.

Information shall be furnished to prospective employers by the Human Resources Department only. Department heads and others receiving such inquiries on former employees shall send the request to the Human Resources Director.

Prospective employers may be informed as follows:

1. Period of service rendered.
2. Titles of positions held and final salary rate.
3. Date of separation.

RULE IV

SECTION 1. PLAN: The Human Resources Director shall prepare, install and maintain a classification plan based on the duties, authority and responsibility of positions in the classified service. No person shall be employed or regularly assigned to work under any title not appropriate to the duties to be performed. This classification plan shall be open to public inspection.

SECTION 2. POSITIONS TO BE ALLOCATED TO CLASSES: Each position in the Classified Service shall be classified by the Board upon recommendation of the Human Resources Director. Allocation of any position to its appropriate class shall involve the adoption of the same class title for all positions in the same class in payroll records, in requisitions to the Board for certification of eligibility, and in all similar employment processes.

SECTION 3. CLASSIFICATION OF NEW POSITION: Whenever a new classified position is established, or the duties of existing positions are so changed that in effect the old position, as described by the class specification no longer exists, but in its place there is created a new position at a different class, the Human Resources Director shall report such fact to the Board and provide a comprehensive statement of the circumstances with a description of the duties. The Board shall investigate the actual or suggested duties and qualifications or requirements and classify or reclassify the position by allocating it to its appropriate class in accordance with the classification plan.

SECTION 4. RE-CLASSIFICATION OF POSITIONS: The Board or the Human Resources Director reserves the right, whenever it is necessary, to voluntarily investigate any position, and if the findings warrant, to propose a change in classification. The Board shall obtain from the Human Resources Director and/or the employees involved in the investigation, their own statements of new duties and responsibilities of the position. Thus, both the Human Resources Director and the affected employees shall have the opportunity to be heard before the revision in classification of the particular position is approved by the Board. Whenever the allocation of a position to new or different class has been authorized, the Board, after conferring with the Human Resources Director, shall determine if the incumbent shall continue to hold the position under the revised classification either with or without further examination. All changes in the classification or employees shall be recorded in the minute book of the Board.

SECTION 5. AMENDMENT OF CLASSIFICATION PLAN: The Board from time to time, if deemed necessary and after conferring with the Human Resources Director, shall establish new classes, abolish, merge, or divide existing classes, and amend the class specifications to meet changing conditions.

RULE V.

ENTRANCE EXAMINATION APPLICATIONS

SECTION 1. NOTICE:

- (a) Notice of competitive entrance examinations shall be given not less than fifteen (15) days prior to such examinations by advertisement in a newspaper of general circulation in Opa-locka, or by posting the announcement in conspicuous places and by sending copies of the notice to all department or division heads.
- (b) The announcement shall include the date of examination, the place of examination, final date for filing application and minimum qualifications required.
- (c) The Human Resources Director is authorized to give examination to all qualified applicants with the understanding that such application and examination shall be subsequently certified by the Board.

SECTION 2. APPLICATION PERSONAL: The application form furnished by the Human Resources Department must be completed personally by the applicant with or without reasonable accommodation. Thirty days must have elapsed before the applicant can be tested for the same position previously failed.

SECTION 3. CITIZENSHIP: Applicants must be authorized to work in the United States and shall sign the following oath of allegiance before certification for employment.

(SEAL)
THE CITY OF OPA-LOCKA, FLORIDA

I, _____ do solemnly swear or affirm that (1) I have not paid or offered or promised to pay any money or other item of value to any person, firm or organization for the use of influence to procure my appointment; (2) I will take responsibility for the knowledge of the Personnel Rules and will observe the provisions of the Personnel Rules and any other rules or laws of the City of Opa-locka concerning political activity or political assessments. I do further certify that all statements made on my application for employment are true, complete, and correct to the best of my knowledge.

(Signature of Applicant)

Subscribed and sworn before me this _____ day of _____
this _____ day of _____ at _____ State of _____

Signature of Official Administering Oath

SECTION 4. REQUIRED RESIDENCES: Residents of Opa-locka will be given a ten (10) point preference, upon proof of at least six (6) months residence prior to submitting an employment application.

SECTION 5. CONTENTS OF APPLICATION FORM: Applications shall be made on forms provided by the Human Resources Department . Such forms shall require information covering experience, training, and other relevant information as may be requested on the examination announcement. No question or item on the application form, however, shall relate to the religious or political affiliations or opinions of applicants, and no information with respect to such matters shall be considered.

SECTION 6. REJECTION OF APPLICATION: The Board may refuse to examine, or after examination, may decline to certify as eligible for employment any applicant for the following reasons:

- (a) Has, within the thirty days prior to date of examination, failed to attain a passing grade in an examination for the same or a like position.

- (b) Absence of any of the established preliminary requirements for the examination or the position applied for.
- (c) Does not meet the physical requirement of the position sought.
- (d) Is addicted to the excessive use of drugs, or intoxicating beverages.
- (e) Has been convicted of a crime or of dishonorable conduct that would prevent the applicant from working in the position for which the applicant applied.
- (f) Has been dismissed from previous employment for flagrant delinquency or misconduct; or has resigned after charges have been brought in accordance with the City Charter, or has been or may be, subsequently dismissed upon such charges.
- (g) Has made a false statement with regard to any material fact in the application.
- (h) Failed to report promptly after receiving notification of time and place of examination.

SECTION 7. POSTPONEMENT AND CANCELLATION OF EXAMINATIONS:

Any examination may be postponed or cancelled at the discretion of the Human Resources Director. In either case each applicant shall be notified and this action, together with the cause, reported to the Board for entry in the minute book.

SECTION 8. APPLICATION FOR UNSKILLED LABOR:

- (a) The Board shall provide an appropriate form of application for unskilled labor service, and the candidates shall complete the form.
- (b) The Board, as it may deem advisable, may require oral and practical examinations and shall adopt methods to verify the statements in the application.
- (c) The names of those who have met the requirements and have passed the examination shall be placed on the proper eligible register in the order in which their applications have been approved and grades made in the examination.
- (d) Applicants found by the Board to be unfit, or who in any way are disqualified from performing the service for which they seek employment, shall not be entered on the register, or if already certified shall be removed there from and the reason shall be endorsed on the application.

RULE VI ENTRANCE EXAMINATIONS

SECTION 1. EXAMINATIONS TO BE PUBLIC: All entrance examinations shall be public, competitive, and open to all persons who possess the minimum qualifications requirements as established by the Board, and have not failed to obtain a passing

grade in an examination for the same or a like position during the past thirty (30) days. No applicant shall be permitted to take any one examination more than three (3) times.

SECTION 2. EXAMINATIONS TO BE PRACTICAL: All tests shall be practical in character, shall relate directly to those matters which will fairly determine the relative capacity of the person examined to discharge the particular duties of the class of position to which appointment is sought, and shall, when appropriate, include tests of physical qualifications, health and manual skill after a conditional job offer is made.

SECTION 3. CONTENTS OF EXAMINATIONS: The fitness tests held to establish a list of eligible for any class shall consist of one or more of the Following parts:

- (a) Written test. This part, when required, shall include a written demonstration designed to show familiarity or competitors with the knowledge involved in the classes of positions to which they seek appointment, their ability to express themselves either orally or in writing, by use of the English language, the usage of their general information, or their general educational attainments.
- (b) Interview. This part, when required, shall include a personal interview with competitors for classes of positions where ability to deal with others, to meet the public, or other personal qualifications are to be determined. An oral test may also be used where a written test is unnecessary or impractical.
- (c) Performance Test. This part, when required, shall include such test of performance or trade as will determine the ability and manual skill of competitors to perform the work involved.
- (d) Physical Test. This part, when required, shall consist of a test of bodily condition, muscular strength, agility, and physical fitness to meet minimum requirements.
- (e) Psychological Test. This part, when required, shall include any test to determine mental alertness, the general capacity of applicants to adjust their thinking to new problems and conditions

of life, or to ascertain their special character and aptitudes.

- (f) Training and experience. This part, when required, shall be marked from the statements of education and experience contained in the application form or from such supplementary data as may be required. The Human Resources Director, may investigate the truth of an applicant's statements as to training and experience, and govern the rating accordingly. Upon the request of the Board, it shall be the duty of the director of the department to furnish a specific and comprehensive statement in writing showing the requirements of the position, and this statement may be the basis of the examination under consideration.

- (g) Medical Examination. This test may be required after the applicant receives a conditional job offer to determine that the applicant is physically capable of performing the essential duties of the position and be free from such effects or diseases that would constitute employment hazards to themselves or endanger the safety or welfare of fellow employees or others.

RULE VII PROMOTIONAL EXAMINATIONS

SECTION 1. RESTRICTIONS ON PROMOTIONAL EXAMINATIONS:

Promotional examinations shall be competitive, and open only to all permanent employees legally appointed in the classified service who have completed a probationary period as established by the Board in a class or rank previously declared by the Board to involve the performance of duty in the class or rank for which the promotional examination is held.

Exception: Employees will not be eligible to participate in a promotional examination who have, within the six months period immediately preceding the date of the examination, failed to obtain a passing grade in an examination for the same or a like position.

SECTION 2. PROMOTIONAL EXAMINATION DEFINED:

The term "Promotional Examination" signifies fitness tests to determine the relative standing of applicants for positions in a specified class. A promotional examination may include employees in

specified classes in all departments, or only in the department for which the eligible register is being established, as determined by the Board. No employee shall be deemed eligible for a promotional examination whose last performance evaluation rating was lower than the passing grade prescribed by the Board.

SECTION 3. ANNOUNCEMENT OF PROMOTIONAL EXAMINATIONS:

Examinations for promotions shall be conducted as often as necessary. Notices shall be posted in the Human Resources Department and shall be sent to all department heads at least fifteen (15) days prior to the date of examination. It shall be the duty of every department or division head employing those employees who are eligible for promotional examinations to ensure that they are directly notified or have access to such announcements.

SECTION 4. APPLICATION FOR PROMOTIONAL EXAMINATIONS:

Each eligible applicant who cares to compete for promotion must fill out the prescribed application for promotion and present it to the Human Resources Department on or before the closing date specified in the official announcement of the examination. The applicant must be able to read and write and must complete a new application unless the Board decides that a new application is not necessary.

SECTION 5. CHARACTER OF PROMOTIONAL EXAMINATIONS:

All promotional examinations shall be practical in character and shall relate directly to matters which will fairly test the relative capability of the person examined to discharge the particular duties of the class of position to which promotion is desired. The promotional examination shall consist of one or more of the following parts:

- a. Performance evaluations: Employees seeking promotions must have received at least a satisfactory rating on their last two performance evaluations.
- b. Psychological Test. This part, when required, shall only be conducted after a conditional job offer has been made. This will include any test to determine the applicant's intelligence, general capacity to adjust his thinking to new problems and conditions of life, and to discover his special character traits and aptitudes.
- c. Written Test. This part, when required, shall include a written demonstration designed to show the competitor's familiarity with the knowledge necessary in the class of position sought, ability to use English, range of general information, and educational attainments. If advisable, a formal thesis upon one or more subjects may be required.

d. Practical Performance Test. This part, when required, shall include such test of intellectual performance or mechanical skill as shall determine the competitor's particular ability to perform the work required.

e. Seniority. Credit for seniority shall be given only for actual continuous service in the grade from which promotion is sought according to the following table:

For the first six (6) months.....	0
For each full month of the second	
Six (6) months.....	1/2
For the second full year.	3
For the third full year	3
For the fourth full year.....	2
For the fifth full year.....	2
For the sixth full year.....	2
For the seventh full year.....	2
For the eighth full yea.....	2
For the ninth full year.....	2
For the tenth full yea.....	2
For each additional year of service after ten (10) years, maximum fourteen (14) years.....	1/2

f. Oral Interview. This part, when required, shall include personal interviews with competitors for classes of positions where ability to deal with others, to meet the public, or other personal qualifications are to be determined. An oral test may also be used where a written test is unnecessary or impracticable.

g. Physical Test. This part, when required, will occur only after a conditional job offer has been given. The test shall consist of a test of bodily condition, muscular strength, agility, and physical fitness. This may be used in excluding from further examination applicants who do not measure up to the minimum standards required.

h. Medical Examination. This part, when required, will occur only after a conditional job offer has been given. The examination is to determine that the applicant is physically capable of performing the essential duties of the position and be free from such defects or diseases that would constitute

employment hazards to themselves or endanger the safety or welfare of fellow employees or others.

RULE VIII
CONDUCT OF EXAMINATION

SECTION 1. CONDUCTING EXAMINATIONS:

- a. The actual conduct of every examination shall be under the direction of the Human Resources Director , the Board, or its designated agents, free from interference or participation or influence of any person other than the examiners or experts employed by the Board. The Board is authorized to employ whatever assistants or experts it may need and shall exempt from examination under these rules any person engaged in private business who renders any professional, scientific, technical or other service of an occasional or exceptional character.
- b. The schedule of subjects and grading weights determined by the Board shall be recorded in its minute book. When not determined by the Board, the subjects and weights shall be determined by the Human Resources Director and approved by the Board.
- c. Whenever in its judgment the interest of the public service requires it, the Board shall have the power to order a re-examination of applicants for any position, and it also may correct, amend, or revoke any schedule, eligible register, or other paper or record when an error has been made or an injustice done, or remove from a register the name of any person who has become incapacitated or unfit for appointment, or whose appointment would be adverse to the public interests. Whoever is affected by said alterations and cancellations shall be notified by mail and the actions duly recorded in the minute book of the Board.
- d. After the adoption and filing of the report of a competitive examination, the Human Resources Director will inform candidates by mail as to their grade. The candidates receiving notice, if they wish , may in person or have an authorized agent inspect the results of the examination in the presence of the Human Resources Director or any member of the Board. Under no conditions will the questions and answers be subject to review by anyone other than a member of the Board or the examining staff. (This rule is mandatory in order to comply with the requirements of test material publishers and test exchanges.) In the event that the examinee believes his grading was unjust, he may within ten (10) days after said notice of his rating was mailed to him appeal to the Board, specifying in detail the reasons for his complaint. If, after due consideration, the Board agrees that the complaint is justified, it will direct correction of the marking or grading of the said examination papers. All appeals must be in writing.
- e. Other than the applicant or his duly authorized agent, no one shall be given

permission to review the results of an examination without the authority of the Board.

- f. Before proceeding to answer the questions in the examination, the applicant shall complete and sign an identification sheet and whatever information may be required, enclose and seal it in the official envelope which shall bear the examinee's identification number. All examination papers turned in by the candidate shall have at the top the same identification number. At the close of the examination all identification envelopes shall be placed in a sealed package and shall not be opened until all the papers have been graded. Any papers bearing the name of the examinee or any other mark to identify him or her shall be rejected and the candidate notified accordingly.

SECTION 2. METHOD OF RATING EXAMINATIONS:

Passing grades for each examination shall be established by the Board. The names of applicants receiving a passing grade shall be posted in the office of the Board and entered on the appropriate eligible register. The grade of any applicant failing to qualify shall not be made public. No applicant will be allowed to see the results of the examination after thirty (30) days have elapsed following the approval of the result list by the Board, except upon appearing before the Board and showing cause why the said privilege should be allowed.

SECTION 3. MINIMUM GRADE FOR EACH SECTION:

The Human Resources Director may, with the approval of the Board, determine the minimum grade for any test or part of an examination. A candidate who does not attain this minimum grade shall be considered to have failed in the examination and shall not be examined on any other parts, if any are planned.

SECTION 4. VETERAN'S PREFERENCE:

In certification for appointment, in appointment, in reinstatement, in reemployment, and retention in position, preference shall be given to:

- a. (1) Those ex-service men and women who have served on active duty in any branch of the Armed Forces of the United States and who have been separated there from under honorable conditions and who have established the present existence of a service - connected disability, which is compensable under Public Laws Administration, or who are receiving compensation, disability retirement benefits, or pension by reason of Public Laws administered by the United States Veterans Administration or Department of Defense; and
- (2) Those ex - servicemen and women who have served

active duty in any branch of the Armed Forces of the United States during any war, or in any campaign or expedition (for which a campaign badge has been authorized), and have been separated there from under honorable conditions.

- b. In all examinations to determine the qualification for entrance into the service, ten (10) points shall be added to the earned ratings of those persons included under Section 4a (1) and five (5) points shall be added to the earned ratings of those persons included under Section 4a (2), provided that such points shall be added only to earned ratings which are equal to or greater than the minimum rating for qualification as announced by the Board; the names of preference eligibles shall be entered on an appropriate register or list of eligibles in accordance with their respective augmented ratings, and the name of preference eligibles shall be entered ahead of all others having the same rating, provided however, that except for positions in professional and scientific services for which the entrance salary is over \$18, 000 per annum, the names of all qualified ten – point preference eligibles whose service – connected disability has been rated by the Veterans Administration to be thirty (30) percent or more shall be placed at the top of the appropriate register in accordance with their respective augmented ratings.
- c. Where an employee has been honorably discharged and has been reinstated in his former position, upon his first examination to determine his qualifications for promotion, ten (10) points shall be added to the earned ratings of those persons included under Section 42 (4). The Board has interpreted this to mean the first promotional examination after return to duty from military service and since June 6, 1947, the date of passage of this Act by the Legislature of the State of Florida.
- d. The Board shall require such documentary proof as necessary to establish preference as mentioned above.

RULE IX ENTRANCE ELIGIBLE REGISTER

SECTION 1. ESTABLISHMENT OF REGISTERS: From the results of each examination, the Board shall prepare and keep open for public inspection and Eligible Register of the persons whose average ratings is not less than the passing grade, and who are otherwise qualified for appointment. Eligible applicants shall be notified of their rating and shall take rank on the eligible register in the

order of their relative grades, beginning with the highest rating (Veteran's preference being complied with beforehand). Whenever two or more persons make the same grade, the applicant filing first shall be placed ahead of others making the same grade. Whenever it becomes necessary to hold another similar examination in order to obtain additional eligibles, the Board may consolidate the existing registers of the same class by rearranging the names according to the grades made in the last examination. All persons on the registers to be merged with the new one shall have the opportunity to better their grade by forfeiting present grade and taking the latest examination, provided said persons can meet the qualifications required for the new examination.

SECTION 2. DURATION OF REGISTER: The term of eligibility of each register and of the names appearing thereon shall be fixed by the Board at not less than one (1) year nor more than two (2) years. Any register that has been in effect for more than one (1) year may be abolished at any time by the Board. Eligibles on the register at the time shall be notified of such action.

SECTION 3. REMOVAL FROM REGISTER: The name of any person appearing on an eligible register may be removed for the following reasons:

- a. By appointment in the classified service.
- b. By request of applicant in writing.
- c. Failure to report or arrange for an interview with the appointing authority within three (3) days after the time of certification (Sunday and holidays excepted).
- d. Failure to respond to a notice from the Board
- e. Declining an appointment without satisfactory explanation to the Human Resources Director or the Board.
- f. An eligible who has declined an appointment on the ground of insufficiency of salary offered shall not thereafter be certified for any position at the same or less salary, and his name shall be removed from the register. The said eligible shall be notified to this effect unless his whereabouts are unknown. To be reinstated on the eligible register, the said person must satisfactorily explain to the Human Resources Director the circumstances which caused the removal.
- g. Disqualification of Eligibles. If, after creating an eligible register, the Board has reason to believe a person enrolled has become disqualified for appointment because of errors discovered in computing the examination grade, or because of a false statement made in the original application, or for other valid reasons, then the said person shall be notified and given the opportunity to be heard. If said person shall fail to appear at the hearing when set by the Board, the name of the said person shall be removed from the eligible register.
- h. Change of Address. Every person on the eligible register shall file with the Board written notice of any change of address; failure to do so may justify removal of name from the register.

- i. When an eligible certified for appointment shall fail to accept said offer made by mail or otherwise within the four (4) business days succeeding the notice of appointment, he or she shall be deemed to have declined the appointment, and his or her name shall be removed from the eligible register. If, however, it shall be made to appear to the satisfaction of the Board, within thirty (30) days after giving such notice, that the said person unavoidably and without fault on his or her part prevented from accepting said appointment, the name may be restored to its proper position on the eligible register. When an eligible certified for permanent employment refuses twice to accept a position, his or her name may be removed from the eligible register.

SECTION 4. WAIVER OF RIGHT TO CERTIFICATION: No person whose name is on the eligible register may waive right to certification or appointment without being removed from the said register except for the following reason stated in writing to the Board:

Temporary inability, physical or otherwise, to accept the position offered, the proof of which shall be acceptable to the Board. The Board shall enter upon its minutes the reason for its action in each case, and the waiver shall not continue in effect for a longer period than thirty (30) days from the date of certification without a special vote of the Board. The appointing authority shall forward to the Board, with the notice of appointment, copies of all correspondence to and from the person declining the said appointment

SECTION 5. REVOCATION OF ELIGIBLE REGISTER: An eligible register may be revoked and another examination ordered when the Board shall deem it advisable either because of errors discovered, fraud committed, or inappropriate standards prescribed for any examination. All persons named on the revoked register shall be given the opportunity to take the next examination for establishing a new register. No existing eligible register shall be altered or revoked by action of the Board.

RULE X PROMOTION ELIGIBLE REGISTER

SECTION 1. ESTABLISHMENT AND POSTING OF REGISTER:

From the results of each promotional examination, the Board shall prepare and keep open for public inspection an eligible register of the persons whose average rating is not less than the passing grade and who are otherwise qualified for appointment. Said persons shall be notified of their rating and shall take rank on the eligible register in the order of their relative grades, beginning with the highest rating

(Veteran's preference being complied with beforehand). Whenever two or more persons make the same grade, the employee with the most seniority shall be placed ahead of others who made the same grade. If a tie still exists, then the one filling the original work application first shall be placed ahead of the other.

SECTION 2. DURATION OF REGISTER:

The term of eligibility of each register and of the names appearing thereon shall be fixed by the Board at not less than one (1) year or more than two (2) years. Any register that has been in effect for more than one (1) year may be abolished at any time by the Board. Eligible on the register at the time shall be notified of such action.

SECTION 3. REMOVAL FROM REGISTER:

The name of any person appearing on an eligible promotional register may be removed for the following reasons:

- a. By promotion to the position for which examined.
- b. By request of applicant in writing.
- c. By declining a promotion without satisfactory explanation to the Human Resources Director or the Board.
- d. If, after creating an eligible register, the Board has reason to believe a person enrolled thereon has become disqualified for promotion because of errors discovered in computing the examination grade, or because of a false statement made in the original application, or for other valid reasons, then the said person shall be notified and given the opportunity to be heard. If said person shall fail to appear at the hearing when set by the Board, or after being heard fails to convince the Board, the name of the said person shall either be passed or removed from the eligible register.

SECTION 4. REQUEST FOR CERTIFICATION:

Whenever a department director or other City employee shall request a certification from the Human Resources Director for promotion to any position in the competitive class, the Human Resources Director shall specify the title and compensation for such position so that certification may be made from the proper eligible register.

SECTION 5. CERTIFICATION AND SELECTION: The Human Resources Director as soon practicable, shall certify from the appropriate eligible register for each vacancy the name and examination grade of the person who stands highest on the register. Only under unusual conditions, satisfactory to the Board, shall the name of an eligible be passed over. Under these circumstances, the Board shall certify the name of the next highest on the register. Requests of this nature shall be submitted in writing by the department director giving specific reasons for selection of an eligible by passing over an eligible whose standing is higher on the register. Employees whose names are passed under provisions outlined in the proceeding paragraph shall be notified in writing and shall have the right of hearing before the Board. The request for a hearing must be presented to the Board within five (5) days of the date of the notice of anticipated action.

SECTION 6. WAIVER OF RIGHT TO CERTIFICATION: Whenever a department director indicates to the board that an employee whose name is on a promotional register desires or is willing to waive his right to promotion, it shall be necessary for this employee to come before the Board in person and indicate this willingness or desire. It shall be contrary to these rules for anyone in a supervisory capacity to attempt to influence an employee to waive his right to promotion. Any employee whose name is on a promotional register, and who has registered a desire or willingness to waive his right to promotion on two different occasions, will be further considered for promotion only to vacancies appearing in the department in which he is employed.

RULE XI
COMPETITIVE CLASS APPOINTMENTS

SECTION 1. FROM ELIGIBLE REGISTER: Each vacancy in the classified service not filled by promotion, transfer, reinstatement or reduction, shall be filled by appointment from the eligible register established for the particular position. Appointments shall be made to, or employment shall be given in, all positions in the competitive class by selection of persons certified on the most nearly appropriate eligible register resulting from open competitive examination held by the Board except as herein otherwise provided.

SECTION 2. REQUEST FOR CERTIFICATION (Requisition): Whenever a department director or other supervisory employee shall request certification from the Human Resources Director for appointment to or employment in any position in the competitive class, the department director shall specify the title and duties for such position, so that certification may be made from the proper eligible register, or, when necessary, a proper eligible register may be prepared as the result of an open competitive examination held for that purpose.

SECTION 3. CERTIFICATION AND SELECTION (THIS DOES NOT REFER TO PROMOTIONS):

The Human Resources Director or the Board, as soon as practicable shall certify from the appropriate eligible register the ten (10) persons who stand highest thereon, giving their names, address and examination grades. Whenever a group of ten (10) eligibles is certified, one of the candidates must be appointed to the position under consideration. Eligibles not selected shall be returned to the register in accordance with their relative grades. Such eligibles shall be re-certified in groups of ten (10) eligibles and if not appointed, may be considered at the total of four (4) times and then removed from the eligible register. Eligibles considered for appointment and not selected will not be recertified to the same department after two (2) considerations. If more than one vacancy exists certification shall be made in a number sufficient to fill the vacancies. Eligibles so certified shall be considered for appointment in groups of ten (10) eligibles. Selection will be made in accordance with the foregoing procedures.

SECTION 4. PROBATIONARY APPOINTMENTS:

Appointments in each department shall be deemed complete, following a period of probation or

working test period of 90 days, at which time a performance rating shall be submitted. Such probationary employee may be discharged or reduced in rank at any time within said period, on recommendation of the director of the department and upon receipt by the Board of a statement in writing, within three (3) days from date of such action, from the director of the department outlining specific reasons for such action against the employee. Dismissals which have the approval of the board are final and the probationers dismissed are restricted from taking further examination, except by special ruling of the board.

SECTION 5. ABSENCE OF ELIGIBLE REGISTER:

In the absence of an eligible register and whenever there are urgent reasons for filling a vacancy in any position in the competitive class, the Human Resources Director may nominate a person to the Board for appointment as follows:

- a. Provisional Appointment – To appoint provisionally with the understanding that the nominee shall be required to pass a competitive examination, and his continuance in said position shall depend on his standing on the eligible register of said examination. Provisional appointment shall not exceed ninety (90) days and shall not continue more than ten (10) days after creation of said eligible register. Appointment may be made of an applicant who is believed to have all the qualifications for the position but who has not yet met all requirements which have been established by the Board. For a provisional appointee who passes an examination and appointed to the position, the probationary period shall be 90 days less time worked during the last provisional appointment.
- b. Temporary appointment. A temporary appointment may be made for a specific period of not more than ninety (90) days for a special project, or to replace an employee on leave of absence. The appointee may hold the position until a competitive examination shall establish an eligible register.

SECTION 6. CHANGE OF STATUS: No employee shall appoint, engage, employ, or promote any subordinate officer or employee in the classified service, or in any way change the official status of any such officer or employee, except in accordance with these rules, and no such appointment, engagement, employment, promotion, or other change of status made in contravention of any provision of these rules shall be valid.

SECTION 7. CHANGE OF STATUS - UNCLASSIFIED SERVICE: Any employee who holds a rank in the classified service and is appointed by the City Manager or the City Commission as director of a department, or to any other position not in the classified Service, shall be returned to the rank from which said employee has been promoted upon personal request of the employee, if the classified position has not been filled. Any employee in the classified service who accepts an appointment to an unclassified position shall retain his civil service status for a period of 90 days from the date when he assumes the duties of the unclassified position. If, at that time, he still holds the unclassified position, he must exercise the option of returning to his classified position or giving up his status on the classified rolls. Any classified employee who has held such unclassified position for a period of ninety (90) days preceding the passage of this section must immediately upon its

adoption exercise the above option. No seniority credits shall accrue to said employee while assigned to the said position, but he shall retain his previous seniority record and continue it when returned to his former rank.

However, nothing in this section shall be construed to deprive such employee, if serving in the same field of work, from taking promotional examinations and if qualified, receiving promotion in due course.

SECTION 8. INVESTIGATIONS REGARDING ABUSES: Whenever the Board has reason to believe that these rules have been violated by the abuse of power in recommending or making an appointment to any position, or in a lay –off, demotion, suspension, or removal without justification, it shall be the duty of the Board to investigate. If in making this investigation the Board shall find that said violations were contrary to the intent and spirit of these rules and regulations, it shall make a report of its findings to the City Manager, and when necessary, to the City Commission.

SECTION 9. NOTICE IN WRITING: Immediate notice in writing shall be given by the department director to the Human Resources Director of all appointments (permanent, provisional, and temporary), transfers, promotions, resignations, suspensions and vacancies from any cause, and the date thereof, and a record of same shall be kept by the Board. Whenever a new position is created or an old one abolished or consolidated with another of different classification, or the compensation changed, the department director interested shall immediately report same in writing to the Human Resources Director.

SECTION 10. FINGERPRINTS: Fingerprints will be taken of all Civil Service personnel, including all classified and unclassified, as required by Ordinance No. 812, dated May 26, 1966.

RULE XII NON – COMPETITIVE CLASS APPOINTMENTS

SECTION 1. AUTHORITY TO FILL POSITIONS: Positions in the non – competitive class may be filled by the City Manager, or the Human Resources Director as follows:
Persons selected for appointment must complete the regular application together with proof of education, training, experience, ability, and character, as the Board may require and investigate. When the Board has determined to its satisfaction that the position falls in the non – competitive class and the persons under consideration are properly qualified for employment, it shall so advise the Human Resources Director and the appointment shall be made. If, on the other hand, the applicant is not eligible for appointment, the City Manager or the Human Resources Director shall make another selection in the same manner as previously noted.

RULE XIII

APPOINTMENTS IN LABOR CLASS

SECTION 1. REQUISITIONS: The department director or other supervisory employee when making requisitions for laborers shall designate the number required. The Human Resources Director shall select from the labor register double the number of laborers called for and request them to report at the time and place designated by the department director, sending him a list of the laborers notified, arranged in the order of their position on the register, for selection.

SECTION 2. LABOR REGISTER: A copy of the labor register shall be furnished to the department director requiring this class of help, and said department director shall employ only the laborers named on said register, making his selection as nearly as possible to their standing on the said register. Immediately after employment, the department director shall notify the Human Resources Director in writing of the selections, giving their names, addresses, and registration numbers. If any laborers duly enrolled on said register are not given employment when their turn comes, the department director shall immediately notify the Human Resources Director in writing the reason for such omissions. Persons holding positions in the labor class and who were at the time of registration permanently employed, may retain their positions without further registration.

SECTION 3. RE – EMPLOYMENT: Persons holding positions in the Labor class whose employment has been discontinued by reason of the completion of the work or its temporary suspension, may be re – employed within one (1) year upon resumption of work, provided the department director had certified them to the Board when they were previously laid off.

SECTION 4. RETENTION ON REGISTER: Any person not selected but still in good standing shall remain on the labor register. Any person whose employment has been terminated for reasons other than failure to work, incompetence, or physical or moral disqualifications, shall be restored to the register in the order of lay –off.

SECTION 5. LACK OF REGISTER: In the absence of an eligible register of laborers, or in emergency when it is impossible to wait until the persons on the register can be notified, the department director requiring the help may make a selection from any laborers immediately available, in which event the names, addresses, nature and probable duration of employment with rate of pay shall be reported to the Board.

RULE XIV ABOLISHMENT OF POSITIONS

SECTION 1. DISPOSITION OF ENROLLEES: Whenever a position is abolished, the person who held said position shall be transferred by the Board to the head of an appropriate eligible register for a period not to exceed one (1) year, and Comply with Rule XVII, Section 1.

SECTION 2. ABOLISHED POSITION REVIVED: Should it be found advisable to revive or recreate a formerly abolished position within one (1) year from the date of its abolishment, the last incumbent of the original position shall be entitled to the new position, provided the employee was a regular, full-time employee at the date of separation.

RULE XV PROMOTIONS

SECTION 1. PROMOTION POLICY: It shall be the policy of the Board to fill all vacancies in the higher positions in the classified service by promotion or advancement of qualified employees from the lower classifications in the same group, insofar as the Board determines that such action is in the best interests of the service.

SECTION 2. PROMOTIONS WITH NON – COMPETITIVE EXAMINATIONS:

In exceptional cases, the Board may authorize promotion by the applicant passing a non-competitive examination upon presentation by the department director of a written statement showing that the duties performed by the employee nominated are a natural preparation for the higher position, that such person is entitled to promotion by reason of service and effective performance, and that no other employee of the department meets the foregoing conditions, such statement having been accepted by the Board.

SECTION 3. TEMPORARY PROMOTIONS: An emergency, interim, or temporary appointment from a lower to a higher position made necessary by reason of illness, disability, or other cause for absence of the regular employee, may be authorized without examination by the Board upon written request with full information from the department director. Promotions will terminate with the return of the regular employee, and all circumstances shall be recorded by the Board in its minutes.

SECTION 4. REPORT FROM DEPARTMENT DIRECTOR: To enable the Board to properly grade applicants for promotion in accordance with their past service record and performance rating, it shall have the right to call on the department director for a report on each applicant, giving full information as to ability and general qualifications to fill the higher position. The Board, or its duly authorized representative, shall have the right to inspect the operational records of said department director to facilitate the promotional examination.

SECTION 5. POLICE PROMOTION: Employees of the Department of Police, engaged in general duty police work in the prevention of crime, the enforcement of laws, investigation of

criminal offenses, and related police problems, shall be considered eligible to take a promotional examination after completion of two years of continuous satisfactory service in the lower ranks, following certification to that rank by the Board.

RULE XVI TRANSFERS

SECTION 1. INTER – DEPARTMENTAL TRANSFERS: Any employee in the classified service who has served the required probationary period may be transferred with the approval of the Board from a position in one department to a position of the same class in another department, upon approval of the heads of the two departments concerned and with the consent of the employee to be transferred, without having to serve an additional probationary period. Nothing herein shall be construed to interfere with the right of the City Manager to assign or reassign employees within a given class among the various departments under the City Manager's control as deemed in the best interests of the service, irrespective of consent of employee assigned.

SECTION 2. ASSIGNMENT TO OTHER WORK: Any employee in the classified service may be assigned to work other than that described in the specification of the classification of the position held but of the same general level of responsibility, for a period not exceeding thirty (30) days without notice to the Board. Such an assignment shall involve no change in compensation. No person shall be employed for more than thirty (30) days on duties other than those implied by a competitive examination and is appointed in accordance with the procedure in these rules. In the event that an employee becomes physically incapacitated to properly perform the duties required, the director of the department, with the approval of the City Manager, may transfer within his own department, said employee to another position with acceptable requirements, and a written report on said transfer shall be made to the Board. (Assignments of employees in the Department of Police or to perform the same duties in various districts, and to assist each other, and similar changes in other departments of the location of the employee's work area, and not of the position held, and where there is no change in salary, are not to be construed as transfers but as routine details).

RULE XVII LAY – OFF, RESIGNATION, AND REINSTATEMENT

SECTION 1. LAY – OFF PROCEDURE: Whenever it becomes necessary to reduce the number of employees within a given class in any department through lack of work, funds, or other causes, employees shall be laid off in the following order:

1. Emergency or temporary appointees.
2. Provisional and probationary employees.

3. Regular, full-time employees.

An employee laid off may be transferred to another position with similar duties or to a lower class than the one just vacated. If the said employee had been promoted before being laid off and there is no vacancy in the same classification for which he would be eligible, then if the employee's lay – off score is higher than the lowest rated employee in the same position from which the employee had been promoted, the employee may be demoted and the lowest rated employee laid off or transferred with the approval of the Board.

SECTION 2. RESIGNATIONS: Any former employee who has resigned from the classified service will not be eligible for reinstatement. Such former employees, upon application for employment, will be processed in the same manner as any other applicant, including the filing of an application, the taking of an examination, and the selection from an eligible register in accordance with personnel rules. No seniority credit will be given for services rendered prior to date of resignation.

RULE XVIII
PERFORMANCE EVALUTIONS

SECTION 1. REPORTS REQUIRED: Performance evaluations relative to the ability and conduct of regular, full-time employees in the classified service shall be made at least semiannually by the department director on forms prescribed by the Human Resources Director. The first performance evaluation for employees hired subsequent to adoption of these rules will be required at the termination of the probationary period and each six months thereafter. All records, reports, and performance evaluations of said employee in all branches of the service shall be open for inspection and review by the Board or its authorized representative. The performance evaluations given to the Board covering employees in a particular department shall be open for inspection by the said department director and every employee shall have the right to see his or her performance rating. Reporting authorities shall advise the Board whenever an employee is taking an accredited academic course pertaining to his or her position with the City of Opa-locka.

SECTION 2. RECOMMENDATIONS REGARDING PERFORMANCE: The Board shall report to the department director in each branch of the service its findings and recommendations for improving the performance of an employee, and shall conduct whatever investigations may be necessary to ascertain the facts pertinent to a fair determination of the standing of said employee.

SECTION 3. METHOD OF APPEAL: A regular, full-time employee, or one who has completed a probationary period, who feels that the performance rating is not accurate shall have the right of appeal to the Personnel Board not later than thirty (30) days from the date on which notification of the performance rating was given to the employee. Such appeal shall be in writing and shall be filed with the Human Resources Director who shall arrange for the consideration of the appeal by the Board as soon as practicable. Both the employee and the department director shall be notified reasonable in advance of the time and place of consideration of such appeal by the Board, and shall have the right to present witnesses and give evidence in accordance with the rules and regulations as established by the Board. The Board within a reasonable time after consideration of the appeal shall make its recommendation in writing to the department director with a copy of said

recommendation being sent to the City Manager. After consideration of the Board's recommendation, the department director shall make his decision which shall be final and which shall be duly recorded in the permanent records of the department and the Board. The Human Resources Director shall in writing, promptly notify the appellant of the department director's decision.

RULE XIX
DISMISSALS, SUSPENSIONS, DEMOTIONS, AND RESIGNATIONS

SECTION 1. NOTICE: The removal, suspension or reduction in pay or class of a regular, full-time employee who has completed the probationary period shall not become effective until the department director shall have first served the said employee with a written notice thereof, together with such facts in detail as shall enable the said employee to explain the situation in his own defense. A copy of said notice together with the employee's explanation, if any, shall be filed with the Board. A temporary or provisional employee may be discharged by the City Manager without appeal to the Board.

SECTION 2. GROUNDS FOR REMOVAL, SUSPENSION AND REDUCTION IN PAY OR CLASS: The following are declared to constitute a breach of duty and to be grounds for removal, suspension or reduction in pay or class from and within the classified service, although charges may be based upon causes other than those enumerated, that is, that any employee...

- a. Has been convicted of a felony (Resolution 752, April 14, 1955) or of a misdemeanor involving moral turpitude; or offense against the dignity of the City; or
- b. Has been guilty of an immoral or criminal act. If such act is, at the time the charges are preferred, involved in a criminal proceeding before the grand jury or the courts, the employee so charged may request that the hearing be postponed or continued with his consent until such time as the criminal proceedings are terminated, and such request shall be granted provided, however, that the said employee shall execute a waiver of all rights to pay during the said period of post-ponement; and provided, further, that said employee may have the hearing or investigation proceed at any time on ten (10) days notice in writing; or
- c. Has willfully, wantonly, or through culpable negligence, been guilty of brutality or cruelty to a person in custody; or
- d. Has willfully violated any of the provisions of the Civil Service law or Rules of the Personnel Board; or
- e. Has violated any lawful and reasonable official regulation or order, or failed to obey any lawful or reasonable direction made and given by his superior, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline; or

- f. Has been intoxicated on duty or off, his conduct bringing reproach upon the City; or
- g. Has been guilty of actions which amount to insubordination or disgraceful conduct, whether committed on duty or off; or
- h. Has been wantonly offensive in conduct or language towards the public or City Officers or employees; or
- i. Has solicited the vote of a member of the City Commission for or against a proposed ordinance or resolution, or a proposed item in the budget, or an appropriation ordinance concerning the employee's department, where such solicitation is charged and established to have been elsewhere than at a public hearing of the City Commission or a committee thereof; or
- j. Is incompetent, negligent, or inefficient in the performance of the duties of the position held; or
- k. Is careless or negligent of the property of the City; or
- l. Has used, or threatened, or attempted to use political influence in securing promotion, leave of absence, transfer, change in pay, change in character of work, or revision of examination grade; or
- m. Has guided, or in any manner had been concerned in assessing, soliciting, or collecting money from any officer or employee in the service of the City for the purpose of making a gift to a public officer; or
- n. Has been induced, has induced, or has attempted to induce an officer or employee in the service of the City to commit an unlawful act, or to act in violation of lawful and reasonable departmental or official regulation on order; or has taken any fee, gift, or other valuable thing in the course of his or her work or in connection with it for his or her personal use from any citizen, when said contribution is made with the hope or expectation of receiving a favor or better treatment than is accorded to other citizens; or
- o. Has intentionally falsified a time record or failed to report absence from duty to superiors; or if, after employment, it is found that an employee has made a false statement in the application for employment; or
- p. Has been absent from duty without leave contrary to the rules of the Board, or has failed to report for work after the leave of absence has expired, or after said leave of absence has been disapproved or revoked and cancelled. If said absence or failure to report is excusable, the charges may be dismissed and the employee reinstated in his or her former position unless the position has been filled from the eligible register, in which case the latter employee may remain and the former employee's name be placed on the

- q. eligible register in the order of seniority for re-instatement; or
Is antagonistic toward superiors and fellow employees, criticizing orders, rules and policies, and whose conduct interferes with the proper cooperation of employees and impairs the efficiency of the public service; or
- r. Has been refused a surety bond when applied for a qualification for employment; or
- s. Has misused sick leave privilege or has excessive tardiness, absenteeism without good cause; or
- t. Has, without the permission of the City Manger been found to have in his possession and using any recording instrument or device to secretly record conversations without the knowledge or consent of the person or persons whose conversation may be recorded; or
- u. Has, in his official capacity, solicited or recommended attorneys to persons or employees involved in accidents, in injuries property sustained by employees in the course of their employment, in property damage, or in any litigation involving the City.

(Note: Nothing contained in any of these rules shall interfere with the right and duty of the City Manager or the department heads, or a citizen, to file charges on any grounds which he considers justifiable against any employee.)

SECTION 3. SUSPENSION; REDUCTION IN PAY OR CLASS; APPEAL:

That any officer or employee in the classified service of the City who has not completed the probationary period or who is serving under provisional, temporary, or emergency appointment may be suspended, reduced in pay or class, or removed for cause at any time by the City Manager. 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 or 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 probationary period by the City Manager by giving the employee written notice of such suspension, reduction, or removal together with a statement of the reasons therefore. 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 probationary period may be suspended, reduced in pay or class or removed by the City Manager, in the manner prescribed in this section as supplemented by the policies of the Human Resources Department. A written notice of the suspension, reduction, or removal, stating the reasons therefore 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 receiving such written notice

may appeal in writing to the Board for a hearing. The Board shall immediately set a time and place not later than five (5) 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 Board may, at the request of the City Manager 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. The Board may make any further investigation which it thinks proper. Within forty – eight (48) hours after the completion of the public hearing or such investigation, the Board shall report its findings to the City Commission. A copy of the written statement given to the officer or employee, a copy of any written reply thereto and a copy of the findings of the Personnel Board shall be filed as a public record in the office of the Human Resources Department.

SECTION 4. RESIGNATION BEFORE APPEAL: The acceptance of the resignation of an employee suspended, removed or reduced in pay or rank, before final action by the Board, shall be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation and the proceedings shall be dismissed without judgment.

SECTION 5. FAILURE OF PARTIES TO APPEAR: If the employee notified shall fail to appear at the time fixed for the hearing, the Board shall hear the evidence and render judgment thereon. If the department head shall fail to appear and if no evidence is offered in support of the charges made, the Board may render judgment by default, or may hear evidence offered by the appellant employee and render judgment thereon, which judgment shall be forwarded to the department head and the employee.

SECTION 6. REAPPOINTMENT DISQUALIFICATIONS: Any employee who has completed the probationary period and who is removed for misconduct or delinquency, or who resigns while not in good standing, shall be disqualified from participating in any examination given by the Board, for at least two years thereafter, unless in the judgment of the Board, the charges will not affect the employee's usefulness in other classifications.

SECTION 7. DISMISSAL OF PROBATIONARY EMPLOYEES: Whenever it is necessary for the City Manager to dismiss a probationary employee before the completion of the probationary period, a report of the charges, shall be forwarded to the City Manager to request approval. A copy also will be given to the Board for filing with the service record of the said employee. An employee dismissed during his probationary or working test period shall not be entitled to an appeal to the Board.

SECTION 8. SUSPENSION: A classified employee may be suspended without pay for disciplinary action not to exceed fifteen (15) calendar days by the head of the department, with the approval of the City Manager.

SECTION 9. SUSPENSION DURING INVESTIGATION: The performance by any employee of duties for and on behalf of the City of Opa-locka in which life or property has been lost, or the circumstances surrounding the performance of said duties may require investigation by the City Manager or as ordered by the City Commission, shall result in an automatic suspension of the employees involved therein provided:

- a. The suspension shall be with pay.
- b. That the employee shall be reinstated or disciplined upon the order of the City Manager or City Commission at the completion of the investigation, which shall not exceed ten days.

RULE XX POLITICAL RULES

SECTION 1. DISCRIMINATION PROHIBITED: No person in the classified service, or seeking admission thereto, shall be appointed, reduced or removed, or in any way favored or discriminated against because of political opinion, or affiliations.

SECTION 2. POLITICAL ACTIVITY: No officer or employee of the City shall directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving any assessment, subscription, or contribution for any political party or any political purpose whatever. No person holding a position in the classified service shall take part in political management or affairs or in political campaigns further than to cast his vote or express privately his opinion.

SECTION 3. ABUSE OF POLITICAL INFLUENCE: No person who holds any public office, or who has been nominated for, or who seeks a nomination or appointment to any public office, shall corruptly use or promise to use, either directly, or indirectly, any official authority or influence in order to secure or aid any person in securing personally, or for another, any office or employment in the classified service or any promotion or increase in salary therein, as a reward for political patronage. Nor shall any person, by the means of threats or coercion, induce or seek to induce anyone in the classified service to resign or to waive his personal rights to certification, appointment or promotion.

RULE XXI
RESTRICTIONS ON OTHER EMPLOYMENT

SECTION 1. OTHER EMPLOYMENT PROHIBITED: No regular, full-time employee shall hold any other position, or pursue any other gainful occupation, without having first obtained the permission of the department head, the City Manager and the Board. New requests must be submitted annually or whenever there is a change in outside employment.

RULE XXII
HOURS OF WORK, ATTENDANCE AND LEAVE

SECTION 1. HOURS OF WORK: The City Manager shall determine the actual hours of employment for any or all employees of the City whenever such action in his opinion is in the best interest of the City service.

SECTION 2. VACATION WITH PAY/ANNUAL LEAVE:

a. All employees are given vacation, annual leave with pay, calculated based on actual service in the previous calendar year as follows:

- (1). Regular, full time employees with 1-5 consecutive years of service accrue 12 vacation days annually.
- (2) Regular full-time employees with 6- 10 consecutive years of service shall accrue 15 vacation days annually.
- (3) Regular, full-time employees with 11-15 consecutive years of service shall accrue 18 vacation days annually.
- (4) Regular, full-time employees with 16-20 consecutive years of service shall accrue 20 vacation days annually.
- (5) Regular, full-time employees with 21 consecutive years of service or more shall accrue 22 vacation days annually.

b. Employees begin accruing annual leave on the day they are hired. However, annual leave cannot be used until after the completion of the employee's probationary period. Employees discharged prior to completion of probationary period are not entitled to payment for accrued leave. Employees who complete the probationary period are entitled to payment as noted in the Personnel Policies/Administrative Regulations.

- c. If a person enters the employ of the City prior to the fifteen (15th) of the month, it shall be considered as a full month of service.
- d. It is intended that annual leave will be taken within the calendar year in which they are due. Annual leave cannot be postponed to the following year without the approval of the Human Resources Director and department director. Annual leave shall be taken at the discretion of the department director.
- e. Part-time employees receive annual leave pro-rated based on the number of hours worked each month.

SECTION 3. SICK LEAVE WITH PAY:

- a. Regular, full-time employees are allowed sick leave with pay. Regular, full-time employees accrue one (1) day for each full month of service. Sick leave accrues from the date of hire, but cannot be utilized until completion of the probationary period.
- b. Temporary employees whose appointment is made regular, full time are eligible for sick leave on the basis of the date of their original temporary appointment. Sick leave with pay is cumulative from year to year up to the maximum determined by the Personnel Policies/Administrative Regulations.
- c. The department head should not grant sick leave for any employee for time that would exceed the earned sick leave allowance:
 - (1) Any person, who needs to take off for reason of sickness, shall use sick leave and not use compensatory time.
 - (2) When an employee has used up the accumulated sick leave allowed and is still unable to return to work, the excess time absent will automatically be charged to the vacation leave due rather than terminate the employee. In the event, however, that an employee is unable to return to work and has exhausted both sick leave and vacation due him, his request for additional unpaid leave must be approved by the Board and the City Manager.
- e. Care and discretion shall be exercised by department heads to prevent the abuse of these liberal sick leave privileges. Absences on account of trivial indispositions must be discouraged. In cases where the supervisor suspects that the

employee is malingering, sick leave with pay shall not be granted.

- f. In order to receive compensation while absent on sick leave, the employee must take steps to notify the immediate superior of the illness within two (2) hours after the time set for the beginning of the daily duties. In the event the employee is incapacitated to such an extent that in the opinion of the Board, it was physically impossible for the employee to notify his immediate superior of his absence on account of sickness, the Board may, in its discretion, waive this requirement. When said absence is more than one-half ½ day, the employee concerned in order to receive compensation, must file with the Human Resources Director a Certificate from a licensed physician recognized by the Board, stating that said employee was unable during the whole of said absence to perform the duties thereof.
- g. For all part-time employees, sick leave shall be earned on a pro-rata basis depending upon the number of hours worked in a month.
- h. Full time employees will be charged eight hours against accrued sick leave for each day they report in sick.

SECTION 4. CIVIL LEAVE: Upon approval of his department head and the City Manager, any employee holding a position in the classified service shall be granted a leave of absence with pay for:

- a. Service upon a jury. Pay in this instance will be the difference between that received for jury duty and employee's daily rate.
- b. Appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in action involving the Federal Government, the State of Florida, a political subdivision thereof, or the City, in response to a subpoena or other direction by proper authority.
- c. Attendance in court in connection with an employee's official duty. Such attendance shall include the time required in going to the court and returning to the employee's place of duty. Any absence, however, whether voluntary or in response to a legal order to appear

and testify in private litigation not as an officer or employee of the City, but as an individual, shall be taken as annual leave, as leave of absence without pay, or as a deduction from authorized accumulated overtime.

SECTION 5. PERSONAL LEAVE WITH PAY:

- a. National Holidays. The following and any other days designated by the Commission or under its authority are holidays, and compensatory time off shall be allowed for work done on these days: New Year's day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving and Christmas Day.
- b. Religious Holidays. There is no official observance of religious holidays except such as may also be National Holidays. It is the policy of the City to reasonably accommodate the observance of religious Holidays for employees when work flow permits.
- c. Conventions or Conferences. Attendance at conventions or at meetings of like character shall not be considered as leave from duty but shall be noted on the payroll, and said absence must be pre-authorized by the City Manager and Human Resources Director.
- d. Employees participating in promotional examinations or open competitive examinations for their present jobs prior to the establishment of a register of eligible will be granted time off without charge against leave for the time necessary to complete the examination, when such examination is given during their tour of duty.
- d. Medical Examinations. Employees will be excused for the purpose of taking the physical fitness for employment in the service of the City. This shall apply to both entrance and promotional examinations at the discretion of the Board.
- e. Death in Family. Any employee may in case of death in the immediate family be given a maximum of four (4) days leave with pay. Employees may receive a maximum of eight (8) days leave annually unless authorized by the City Manager. The immediate family is constituted to mean the following: Father, Mother, Sister, Brother, Husband, wife or Child, and may also include any other person who is an actual member of the employee's household. The circumstances of the employee's personal leave shall be endorsed by the department head and submitted by letter to the Board.

- e. Death in Family. Any employee may in case of death in the immediate family be given a maximum of four (4) days leave with pay. Employees may receive a maximum of eight (8) days leave annually unless authorized by the City Manager. The immediate family is constituted to mean the following: Father, Mother, Sister, Brother, Husband, wife or Child, and may also include any other person who is an actual member of the employee's household. The circumstances of the employee's personal leave shall be endorsed by the department head and submitted by letter to the Board.
- f. Other Leave. The City Manager may approve requests for leave of absence with pay in addition to the aforementioned for all employees in the classified service upon the recommendation of the director of the department, which in the judgment of the City Manager shall tend to promote unity and efficiency in the public service, provided, however, that said leave of absence shall also be approved by the Board.
- g. All employees will be given their birthdays off with pay after working one full year and it shall not be accumulated or paid out.

SECTION 6. LEAVES OF ABSENCE WITHOUT PAY: The Director of a department with the approval of the City Manager may grant leaves of absence without pay for the following causes and not otherwise;

- a. A temporary physical disability, provided however, that no such leave shall be given for a period to exceed ninety (90) days, unless said disability was caused by an injury without negligence on the part of the employee, received in the performance of duty, in which latter case the period of leave may be extended with the approval of the Board.
- b. A leave of absence for the purpose of entering upon a course of training or study or to engage in an investigation calculated to improve the quality of the employee's service, but no leave shall be granted for a period to exceed six (6) months with the right to extend for another six (6) months, unless approved by the City Manager and the department head. Where a leave of absence is given for more than ninety (90) days, the position shall be filled, if necessary, for the unused part of the said period of leave by a temporary appointment from the eligible register. The employee granted such leave shall not be guaranteed re-employment in the same or similar position.
- c. Employees granted leave in accordance with this section shall understand the acceptance of another position or engaging in other

employment while on said leave of absence shall be deemed a voluntary resignation from the service of the City. Any vacancy from said cause shall be filled by a temporary employee for the duration of not more than ninety (90) days. Leaves of absence during the required probationary period of service of an employee shall extend the said probationary period the length of time used during the said leave of absence.

- d. In no case shall leave of absence be given within ninety (90) day of the employee's appointment, neither shall leave of absence be granted within six (6) months after the return of the employee from a leave of fifteen (15) days or more, except in the case of disability. At the expiration of a leave of absence, the employee shall be returned to the position vacated when said leave of absence was granted.
- e. Whenever leave of absence without pay is granted, it shall be promptly reported in writing to the Board.
- f. Family and Medical Leave
 - 1. Employees who have been employed by the City for one year and have worked at least 1,250 hours during the twelve months before the start of the FMLA leave can take up to 12 weeks of unpaid leave in a 12 month period for:
 - a. The birth or adoption of a child;
 - b. Acquiring a foster child;
 - c. The serious health condition of a child, spouse, or parent; and
 - d. The serious health condition of the employee.
 - 2. The City uses a rolling twelve month period in calculating FMLA leave. This means that each time an employee takes FMLA leave, the amount of leave available would be the difference between any leave already used in the immediately preceding twelve months and the full twelve week allotment.
 - 3. The right to FMLA leave applies to male and female workers.
 - 4. An employee must use his/her sick leave benefit for any part of the 12-week period. If the employee's sick leave is exhausted, the employee may request permission to convert annual leave to sick leave.
 - 5. The City will maintain any pre-existing health insurance for the duration of the leave and at the level and under the same conditions and coverage as was provided prior to the commencement of the leave. It is

the employee's responsibility to pay his or her portion of the insurance cost, if applicable.

6. An employee returning from FMLA will be restored to the original or an equivalent position with equivalent benefits, pay and all other terms and conditions of employment.

7. When husband and wife both work for the City, the total amount of leave that they may take is limited to 12 weeks if they are taking leave for the birth or adoption of a child or to care for a sick parent.

8. When foreseeable, requests for a leave of absence or any extension of a leave of absence should be submitted in writing to the Human Resources Director. Employees on approved leave are expected to report any change of status in their needs for leave or their intentions to return to work to the Human Resources Director. In addition, employees requesting leave due to their own serious health condition or the serious health condition of a family member must provide medical certification of the serious health condition. The City may require a second or third opinion (at its expense), periodic recertification of the serious health condition; and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The City may deny leave to employees who do not provide proper advance leave notice or medical certification.

9. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of such leave, the employee will be considered to have voluntarily resigned from employment.

SECTION 7. MILITARY LEAVE:

- a. Employment Credit. Veterans honorably discharged from military service who were granted leave of absence for the time spent in the Armed Forces of the United States as actual service rendered in the employ of the City, as though said employment had not been interrupted by the military leave of absence, provided, however, that said service credit shall not accrue to the veteran who was a working test appointee at the time of induction until said veteran shall have satisfactorily completed his working test period

granted this military leave in the future calendar years prior to those of the same department who have previously received this military leave.

- c. Requests for military leave shall be made as early as possible but at least two weeks prior to the date such leave is desired.
- d. Employees of the City who take the leave granted under subparagraph (a) of this Section and who would receive as military pay an amount less than normal City Service salary shall be paid the difference between those two amounts.
- e. Should the military pay of any employee of the City who takes the vacation granted under subparagraph (e) of this Section exceed the employee's normal City Service salary, the City shall pay no salary to such employee for such military leave period.
- f. The Provisions of this Section shall apply to employees who receive military leave not exceeding two (2) weeks for training in addition to normal vacation leave, as provided in this Section.
- g. Employees who take the military leave provided in this Section shall be credited with that time on their seniority status in the City Personnel records.
- h. The Finance Department shall prepare forms for request for additional pay provided in subparagraph (d) of this section.

SECTION 9. FAILURE TO RETURN FROM LEAVE: Any employee who fails to report for duty at the expiration of a leave of absence without the consent of the director of the department shall be determined to have voluntarily resigned from his or her position with the City. Personnel records will indicate " Voluntary Resignation – Failure to Return From Leave."

SECTION 10. RECORDS OF ABSENCE FROM DUTY:

- a. All branches of the service are required to maintain a permanent record of every absence from duty of employee.
- b. The payroll clerk, or other responsible employee, shall be charged with maintaining an accurate attendance record, on which tardiness of the employee shall also be noted. Said record shall be open to inspection by the representative of the Board. Absences, irregular attendance of any kind, and tardiness, shall be taken into

consideration when completing the employee's performance evaluation , and when said conditions are persistently indulged in, they shall justify disciplinary action against the employee. It shall be the duty of supervisors to report promptly to Human Resources the absences from duty and cause of same. Failure to make said report shall be cause for disciplinary action.

- c. All absences of one – half ½ day or more shall be reported to the Human Resources Department on the attendance record on the forms provided for the purpose. Time off allowed for overtime worked by an employee at the request of the department director shall not be regarded as absence from duty and shall be noted on the attendance record as earned time off. Overtime must be kept at the minimum. When overtime becomes necessary, it shall be repaid in the form of time off as soon as possible.

RULE XXIII

PREVENTION OF UNLAWFUL HARASSMENT AND DISCRIMINATION

The City of Opa-locka is committed to providing a work environment that upholds employee dignity and respect. In keeping with this commitment, the City strictly prohibits unlawful harassment based on race, color, national origin, religion, disability, gender and other forms of unlawful harassment. Any unlawful harassment, including sexual harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated, whether it occurs in the workplace or at outside work-sponsored activities.

To educate all employees, the City issued this policy together with an internal complaint procedure for investigation of allegations of unlawful harassment. The City takes the matter of harassment very seriously. All acts of unlawful harassment in the workplace, whether or not specifically mentioned in this policy, are considered a serious offense and will result in disciplinary action, up to and including discharge.

Training/Education

In an effort to ensure that all supervisors and employees understand their role in preventing unlawful harassment, training and education sessions regarding this policy will be required annually.

Prohibited Harassment Defined

Prohibited harassment is unwelcome verbal or physical conduct by an employee or any individual including residents, consultants, vendors, or contractors, that denigrates or shows hostility or aversion toward an employee and/or his or her relatives, friends or associates because of his/her race, color, sex, religion, age, national origin, disability, veteran status, or other status protected by law, and that:

- Has the purpose or effect of creating an intimidating, hostile, abusive or offensive working environment; or

- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's work performance.

Sexual Harassment Specifically Prohibited

As part of the above-stated anti-harassment policy, no employee or any other individual including residents, vendors, or contractors may sexually harass any employee.

Sexual Harassment Defined: Sexual harassment is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a condition of employment;
- Submission to or rejection of such conduct is used as a basis for decisions such as promotion, discharge, performance evaluation, pay adjustment, discipline, work assignment, or any other condition of employment or career development; or
- Such conduct otherwise unreasonably interferes with work performance or creates an intimidating, abusive or offensive working environment, even if it leads to no adverse job consequences.

The kinds of behavior that may constitute sexual harassment include, but are not limited to:

- Unwelcome sexual flirtations, advances or propositions;
- Derogatory, vulgar, or graphic written or verbal statements regarding an individual's sexuality, gender or sexual experience;
- Unwelcome touching, patting, pinching, or attention to an individual's body;
- Physical assault;
- Unwanted sexual compliments, innuendoes, suggestions or jokes;
- The display of sexually suggestive pictures or jokes;
- Subtle pressure for sexual activity;
- Repeated requests for social engagements or interactions, when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome;
- Lewd or offensive comments, catcalls or inappropriate whistling;
- Repeatedly brushing against someone's body, or impeding or blocking normal work or movement;

- Transmitting, accessing or drafting sexually explicit materials by computerized, electronic, or other means, such as E-mail and voice mail.

Sexual harassment can be offensive comments or actions of a male to female, female to a male, male to a male, or female to a female. It is not possible to identify each and every act that may constitute sexual harassment. To establish a work environment that is not conducive to sexual harassment, the City prohibits rough housing and other physical contact, except to the extent that it is necessary and incidental to any employee's job. Moreover, with the exception of generally acceptable behavior such as a handshake, no employee should intentionally touch another employee's body. People should not be questioned about their sex lives or sexual preferences. Pictures of nude or scantily-clad persons and sexual jokes are equally inappropriate in the workplaces.

Other Forms of Unlawful Harassment Specifically Prohibited

This policy specifically prohibits harassment on the basis of any characteristics protected by local, state and federal anti-discrimination laws. Unlawful harassment is defined as verbal or physical conduct that segregates or shows hostility or aversion toward an individual because of any characteristics protected by law, including but not limited to race, color, national origin, religion, disability, gender, age, veteran's status, or sexual preference.

Examples of the types of behavior that can lead to unlawful harassment may include, but are not limited to, the following statements, behaviors, or documents:

- Epithets, slurs, or negative stereotyping that relate to the characteristics protected by law noted above;
- Threatening, intimidating, or hostile acts that relate to the characteristics protected by law noted above;
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the characteristics protected by law noted above; and
- Acts that are intended to be "jokes" or "pranks" but that are hostile or demeaning with regard to race, color, religion, gender, national origin, age, disability, veteran status or other status protected by law.

The City believes that each employee should be given an equal right to succeed based on his or her abilities and job performance without being bothered or distracted by offensive behavior on the part of other employees.

Complaint Procedure

Each Department Director and employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Employees are responsible for respecting the rights of their co-workers.

Any employee who has a question, concern or complaint of discrimination or harassment based on race, color, gender, religion, age, national origin, disability, veteran status, or other protected status must immediately report the incident to the Human Resources Director. If the incident occurs when

the Human Resources Director is unavailable, the employee shall immediately complete an incident report and deliver it to the Assistant City Manager. If, for any reason, an employee feels uncomfortable reporting the situation to the Human Resources Director, or the Assistant City Manager, the employee should send a written complaint to the City Manager.

Investigation of Complaints

All reports of alleged unlawful conduct will be promptly and thoroughly investigated, and the City will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a reoccurrence. The City of Opa-locka will inform the complaining employee of the resolution of the complaint as appropriate. Employees who have been found to have violated this policy will be subject to disciplinary action up to and including termination.

Confidentiality

All complaints will be treated confidentially in accordance with F.S. §119.

No Retaliation

No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. Any employee, who feels that retaliatory action has been taken at any time because he or she complained of unlawful harassment, or participated in an investigation, immediately should report that action to the Assistant City Manager.

An employee who knowingly alleges a false claim against a manager, supervisor, or other employee or individual will be subject to disciplinary action, up to and including termination of employment.

RULE XXIV **PAPERS AND PROPERTY OF BOARD**

All original papers, applications, examination questions and papers, certificated, and other documents and correspondence, shall remain the property of the City in custody of the Board, filed in the office of the Board, and kept intact not less than one (1) year. Examination papers, eligible register, and other records of non-competitive examinees shall be kept in the same manner as those of the competitive examinees.

RULE XXV **CHANGE OF RULES**

These rules may be amended, repealed or supplemented by the Board at any time, and new rules adopted in accordance with the City Charter.

RULE XXVI

REGULATIONS

Any act or resolution of the Board that may subsequently be found to be not in accord with these rules and regulations shall, immediately upon discovery of such nonconformity, be declared null and void and of no effect. The Board shall have the power to correct by proper resolution any error of whatever nature, immediately upon the discovery of same. All previous ordinances and rules for admission to the administrative service of the City, tenure of employment, and promotion therein, and to any branch thereof, and for appointment of examiners there under, are hereby annulled and repealed. If any rule or parts of rules should be declared unconstitutional or of no force in any Court, the same shall not affect the remaining rules, which shall be in full force and effect. “

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

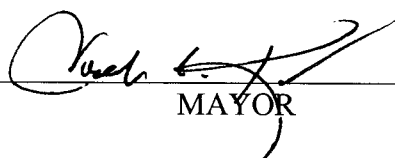
Section 2. The City Commission hereby adopts and approves the personnel rules, policies and regulations.

Section 3. Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

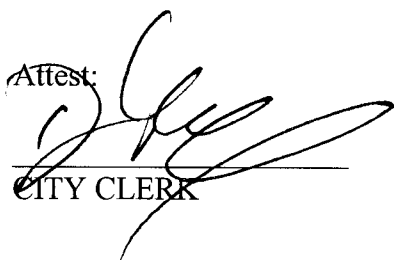
Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding in no way affects the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall become effective in the manner provided by law.

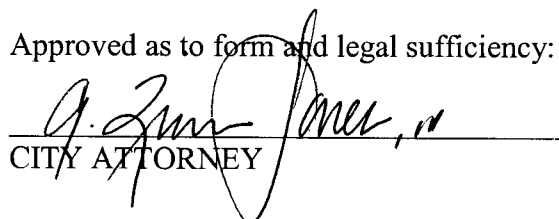
PASSED AND ADOPTED this 28 day of FEBRUARY, 2007.



MAYOR

Attest:


CITY CLERK

Approved as to form and legal sufficiency:


CITY ATTORNEY

2/6/07
DATE

Moved by: Vice Mayor Johnson
Seconded by: Commissioner Tydus
Commissioner Vote: 3-0
Commissioner Tydus: Yes
Commissioner Holmes: Not present
Vice Mayor Johnson: Yes
Mayor Kelley: Yes

D: Ordinance/Adopting and Approving Personnel Rules, Policies and Regulations-12-06