

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Wednesday, October 27, 2021
7:00 PM**

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

Appointed Officials

**City Manager John E. Pate
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. *City of Opa-locka Code of Ordinances Section 2-57*

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. *City of Opa-locka Code of Ordinances Section 2-58*

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105:

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Procedures for Public Participation

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
“The Great City”

AGENDA
REGULAR COMMISSION MEETING
October 27, 2021
7:00 P.M.

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

DELTA DAYS IN THE CITY OF OPA-LOCKA
Presentation by Vice Mayor Veronica J. Williams

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Continued Second Budget Hearing Minutes of September 29, 2021

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

10. PUBLIC PRESENTATIONS:

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC FOR THE COMPLETION OF PHASE 1 OF THE BURLINGTON STREET CANAL PROJECT IN AN AMOUNT OF FIVE HUNDRED ONE THOUSAND EIGHTY-FOUR DOLLARS (\$501,084.00);

FURTHER APPROVING A TEN PERCENT (10%) CONTINGENCY BUDGET IN THE TOTAL AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED FIFTY-THREE DOLLARS (\$45,553.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE PUBLIC RIGHTS PROJECT, A PROJECT OF THE TIDES CENTER, COMMUNITY JUSTICE PROJECT AND SOUTHERN POVERTY LAW CENTER TO FILE A LAWSUIT ON BEHALF OF THE CITY OF OPA-LOCKA, FLORIDA, THAT FACIALLY CHALLENGES SECTION 1 OF CS/HB 1 (2021); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt and Vice Mayor Williams*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

C. RESOLUTION(S)/PUBLIC HEARING:

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Historic Environmental Preservation Board

2 at-large appointments

Fair Housing and Nuisance Abatement Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

Community Relations, Recreation and Activities Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Commissioner Davis)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Planning & Zoning Board

1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. City of Opa-locka and Feeding South Florida Drive-Thru Food Distribution, every **4th Tuesday** from 9:00 a.m. – 11:00 a.m., Sherbondy Village Park, 215 Perviz Avenue, Opa-locka, Florida.**
- B. Real is Rare Charity in collaboration with Farm Share, Miami-Dade County, City of Opa-locka Commissioner Sherelean Bass and Yoli's House of Hope presents a Food Drive, Tuesday, **October 26, 2021** from 9:00 a.m. – 12:00 p.m., 215 Perviz Avenue, Opa-locka, Florida. Drive-thru only...no walk-ups are allowed. Food will be distributed on a first come, first serve basis. While supplies last!! For further information, please call (786) 499-1385.**
- C. Please join City of Opa-locka Vice Mayor Veronica J. Williams and the Miami and Dade County Alumnae Chapters of Delta Sigma Theta Sorority, Inc. for Delta Day in the City of Opa-locka, Wednesday, **October 27, 2021** at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

- D. Please join the City of Opa-locka for a Violence Prevention Summit on Saturday, **October 30, 2021** at 10:00 a.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Sherelean Bass*
- E. The City of Opa-locka Parks & Recreation and the Opa-locka Booster Club presents Scaroween, Sunday, **October 31, 2021** from 6:00 p.m. – 9:00 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Join us for a community night of fun! Masks are required and social distancing will be observed.
- F. City of Opa-locka After School Program, **August 23, 2021 – June 8, 2022**, Monday – Friday from 1:00 p.m. – 6:00 p.m., Helen Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. We offer homework assistance, tutoring, healthy snacks, school pick-up and recreational activities. Program price: resident \$20.00 weekly – non-resident \$25.00 weekly.
- G. City of Opa-locka Human Resources Department presents “Who wants to work Wednesdays” Open House, every **Wednesday** from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st Floor lounge, Opa-locka, Florida. Offering on the spot interviews.

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

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
CONTINUED SECOND BUDGET HEARING
September 29, 2021
7:00 P.M.

1. CALL TO ORDER:

Mayor Pigatt reconvened the Second Budget Hearing at 7:09 p.m. on Wednesday, September 29, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Also, in attendance were: City Manager John E. Pate, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. FIRST READING ORDINANCES/PUBLIC HEARINGS:

- a) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on September 15, 2021). *Sponsored by City Manager* **Item passed on September 22, 2021****
- b) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH**

SEPTEMBER 30, 2022; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on September 15, 2021). *Sponsored by City Manager*

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

Mayor Pigatt asked if it was necessary for the Commission to make a motion to discuss Agenda Item 5-b or open public hearing.

Assistant City Attorney Cobb explained that because the Commission is essentially in the middle of the motion to discuss Agenda Item 5-b upon reconvening the Second Budget Hearing after the recess, it is not necessary for the Commission to make a motion to discuss the item, but they can take public comments.

Mayor Pigatt stated that the Second Budget Hearing was recessed to give City Manager Pate the opportunity to meet individually with each member of the Commission about the budget, and he asked the Manager to discuss the options that came out of those discussions and how they are reflected in the budget proposed in Agenda Item 5-b.

City Manager Pate asked Budget Administrator Anathan to speak on the deliberations that were had during the meetings with the Commission and the options for moving forward.

Budget Administrator Bob Anathan presented the changes that were made to the budget based on the feedback provided during the individual conversations that were had with the members of the Commission.

Commissioner Davis noted that he did not see any additional allocations in the proposed budget for the Public Works Department and asked if adding additional hands within that department to increase efficiency was still on the table.

Budget Administrator Bob Anathan reminded the Commission that in various briefings he has said that there were discussions about reducing certain City departments and adding certain positions in other departments, including the Public Works Department as well as hiring an internal auditor. Mr. Anathan said that the Commission is being asked to go through that deliberation process tonight.

Commissioner Davis stated that he would be in favor of cutting in half the four officer positions being proposed to be added to the Police Department and using those allocations to beef up the Public Works Department.

Budget Administrator Bob Anathan explained that the City will get to the point that Commissioner Davis would like to see the Public Works Department at, and he said that it may be premature to decide what the Commission wants to do on staffing. Mr. Anathan pointed out that the Public Works Department added 3 employees over the course of the past year and is currently at 8.5 people. He added that while the Commission has the liberty to do anything they want, he wanted to ensure they understood that the staffing in the department has gone up by 60% over the last year.

Police Chief Steven Barreira presented the needs for the Police Department budget.

Mayor Pigatt asked if Police Chief Barreira had a hard copy of his presentation to provide to the Commission.

Police Chief Barreira stated that he did not have hard copies of the presentation but assured the Commission he would get it to them.

Commissioner Davis lamented that the proposed Police Department Budget did not include allocations for programs like Police Explorers and the Citizens Academy. The Commissioner said that in his opinion, those programs are extremely important and that he would also like to see an emergency operator hired for the City, so that there is not a longer response time for 9-1-1 calls because they are routed to Miami-Dade County.

Police Chief Barreira stated that he has been an advocate for community policing since the 90s, and he said that many of the programs that Commissioner Davis said are extremely important, represent a minimal or no cost because of partnerships that are being built with local businesses. The Chief said that four 9-1-1 operators are currently slotted for within the Police Department budget, and he acknowledged that the system for routing of 9-1-1 to the County is broken. He informed the Commission that he is looking at two options, including eliminating the need for a local dispatch by tying Opa-locka's system into Miami-Dade County's radio system, to eliminate any redundancy with direct lines to the City's Police Officers with no intermediary, while also eliminating significant costs to the City. Chief Barreira explained that it is not an option at the current time because the County is in the process of changing their dispatch systems. He also stated that while he had not done specific research into the option of bringing a full time 9-1-1 response to the City, based on his experience he said that hiring the appropriate individuals would significantly increase costs and that the impact on the response time would be minimal.

Commissioner Davis said that he doesn't know exactly what Police Chief Barreira meant when he said that the costs were minimal for the programs that the Commissioner had said are extremely important, asserting that his opinion is that funds should be allocated for them because they are valued, and the youth is important. The Commissioner also stated that he would like to see an analysis on having an internal dispatch, noting that he has received several complaints on the Police Department's response time. He recalled that it was a function that existed within the City from 2016 to 2019, which he said worked well. Because the department's staff levels were increasing to the same levels of the prior years, Commissioner Davis said he thinks it is imperative that they look at the option of bringing back the service and he added that he looks forward to addressing it during the first budget amendment.

Vice Mayor Williams joined Commissioner Davis in expressing disappointment in the low funding for programs like Police Explorers, recalling having been a part of the program herself. The Vice Mayor asked why the Police Department budget included such a small amount for the Police Explorer Program compared to their community outreach material.

Police Chief Barreira explained that one of the things that was extremely successful in getting the community out to engage them were the trinkets like the squishy badge and car magnets, which were given along with referral materials. The Chief said that it gets the kids out and the parents out so they can have a conversation about what's going on within the neighborhood, and he asserted that he thinks it is an investment that is well worth it. He assured the Commission that while he hasn't had any commitments yet, he is already in discussion with entities that could help fully fund any marketing trinkets and free up the funding for other programs.

Vice Mayor Williams agreed with Police Chief Barreira that people do like free stuff, but she asked if research had been done into how much it would cost to reactivate the Police Explorer Program, including the cost of uniforms and materials for the kids. The Vice Mayor asserted that she would like to see more being funneled into the Police Explorer Program, stating that it builds a bench for future officers from here.

Police Chief Barreira assured the Commission that he is a firm believer in the principle that it is a lot cheaper to prevent something than it is to respond to it. The Chief assured the Commission that he is a big fan of programs like Police Explorers and Police Athletic Leagues and that he would investigate the numbers.

Mayor Pigatt asked about the review of the recommendations made by the Miami-Dade County Police Department, that were provided through the City's partnership with the County.

Police Chief Barreira acknowledged that during the budget discussions, Mayor Pigatt asked for an update on the recommendations made by the Miami-Dade County Police Department. The Chief said that he did not have the list in front of him but that he would provide it, offering assurances that most of the recommendations that the Chief felt were appropriate, have been met.

Mayor Pigatt called on his colleagues to be careful in terms of making increases to the Police Department Budget without the assessment of the recommendations made by Miami-Dade County Police. Noting that it had been talked about since before Mr. Pate began serving as City Manager, Mayor Pigatt asked what the plan was to address those findings, because he noted that they will have a fiscal impact on the nature of the Police Department.

Police Chief Barrera stated that some of the key points addressed in the Miami-Dade County Police Department's assessment of the Opa-locka Police Department, were the lack of policies and the lack of supervision. The Chief acknowledged the fiscal impact of acquiring a nationally recognized policy development in addition to the hiring and promoting of supervisors as part of the restructuring that he completed together with City Manager Pate.

Mayor Pigatt asked how many sworn officers the Police Department had, noting that the assessment from the Miami-Dade County Police Department recommended an allocation of 41 sworn positions, as being sufficient to handle the call volume and investigative workload. The Mayor noted that the report recommended 2 additional positions for the Police Department, including a communications coordinator and another investigative officer.

Police Chief Barrera explained that the 2 positions that were recommended in the report from the Miami-Dade County Police Department, were already under the existing organizational chart for the Opa-locka Police Department.

Budget Administrator Anathan concluded his presentation of the proposed budget.

Mayor Pigatt noted that the expenditures in the proposed budget are over the revenue by \$2.1 million and asked if the funds can be used to pay down the City's outstanding short-term debts.

Budget Administrator Anathan pointed out that the Commission could pay down the City's debts but would have to cut back on a lot of different programs that might otherwise move the community forward.

Mayor Pigatt recommended that the City should pay down some of its debts to reduce the burden on the water and sewer fund. The Mayor stated that he is very hesitant to tap into those funds without approved audits that clearly detail where the City is at with its debts and current fund balance.

Commissioner Davis agreed with Mayor Pigatt, stating that he wants to get rid of some of the City's bad debt, including the money that is owed to Miami-Dade County for the installation of water meters and what is due to the state for the red-light camera program. The Commissioner also stated that he understood the Mayor's reluctance to move forward because the City is not completely caught up with its audits. He said that while he is open to any cuts to the fund balance, he thinks the Commission should significantly increase the services that are provided to residents.

Vice Mayor Williams acknowledged that not having the numbers crunched has stifled the Commission and stated that she thinks the City is in a much better place where some services for residents can be increased. She also asked if salaries were still the same in the budget.

Budget Administrator Anathan explained that there is a reasonably healthy amount of money in contingency between the general fund and the water and sewer fund, for salary increases because of the 2 union negotiations. Mr. Anathan added that once the unions are satisfied, the rest of the population will be addressed.

Vice Mayor Williams said she was talking about executive salaries and said that she is not seeing what Budget Administrator Anathan stated in the budget.

Budget Administrator Anathan said he is not understanding Vice Mayor Williams' question.

Mayor Pigatt said that one of the things the Commission wanted to recommend was to put a hold on all staff increases that are not tied to contractual obligations and the restoration from previous cuts. The Mayor asked Vice Mayor Williams if that would address some of her concerns.

Vice Mayor Williams stated that a hold on salary increases that are not tied to contractual obligations and the restoration from the cuts, would address her concerns, since she believes she saw a little bit over \$200,000 in salary increases in the proposed budget.

Budget Administrator Anathan asked Vice Mayor Williams on which line of the proposed budget, she was seeing over \$200,000 in salary increases.

Vice Mayor Williams stated that on page 63 of the proposed budget, she sees an increase in executive salaries.

Budget Administrator Anathan said that the proposed budget forecasted \$86,927 for FY21 and stipulates \$86,927 for FY22, and that the right-hand column says no change.

Mayor Pigatt stated that he feels the same level of uncomfortability as Vice Mayor Williams with the item and asked if anyone else on the dais has issues with the staffing increases.

Commissioner Davis asked if the contingency fund that was described by Budget Director Anathan was based on projections from the initial union negotiations.

Budget Administrator Anathan explained that there was a discrete line item within the general fund of \$1.5 million which is now \$1.375 because of the removal of the CRA budget, and another within the water and sewer fund that are called contingency line items. Mr. Anathan suggested that if the Commission could arrive at a fund balance number that they are comfortable with, if they think it should be different than the proposed \$2.182 million, it would be a great starting point.

Mayor Pigatt proposed that while he was going to go for half, he would like to see that at least 30% of the City's surplus funds be used to pay down the City's debt.

Budget Administrator Anathan pointed out that Mayor Pigatt's proposal to use 30% of the surplus funds to pay down the City's debt, would require a \$1 million reduction in things that have been recommended in the proposed budget.

Commissioner Bass agreed with Mayor Pigatt about using 30% of the surplus to reduce the City's debt.

Budget Administrator Anathan stated that everybody thinks that the exact number owed to the State of Florida for the red-light camera program will be in the range of \$2.5 million and that it will be able to be paid over a series of years, without the need to pay \$1 million a year.

Mayor Pigatt said that one of the top complaints he hears from residents is about the red-light camera program, and he stated that the quicker the City can pay off that debt, the sooner they can decide on whether they want to continue the program. The Mayor also asked for clarification on any debt to vendors.

Budget Administrator Anathan assured the Commission that there are no problems with accounts payable at this point, and he stated that with some of the changes that have been made, most of the vendors who have been put on blanket purchase orders, get paid within 2-3 weeks. Mr. Anathan acknowledged that typically the City has 45 days to pay invoices, and that because of the State of Florida's involvement, some may take 60 or 70 days, but that it is being worked through.

Mayor Pigatt said that he would love to see in writing that the City of Opa-locka has no significant debt, as stated by Budget Administrator Anathan.

Vice Mayor Williams said that the Commission has liked what they have seen in the proposed budget for the most part, with it including the things they've said they wanted to see since she got onto the dais. Pointing out that a 30% reduction would require that everything would have to be cut across the board, she expressed that while she likes to pay her debts, she had to push back a little bit on the proposal to cut 30%.

Mayor Pigatt clarified that the 30% cut he was proposing was of the \$2.1 million surplus in the proposed budget.

Commissioner Taylor agreed with Vice Mayor Williams, stating that the City is doing a good job with beautification, illegal dumping and policing, and that he can't agree with slashing that because it will hurt residents.

Commissioner Davis asked if Mayor Pigatt had any specific debt in mind to pay down.

Mayor Pigatt stated that he didn't have a preference on the debt that would be paid with the surplus funds, and that it would be determined based on the recommendation of City staff.

Commissioner Davis acknowledged that the City's debt has lingered for some time, but he stated that he would defer to Budget Administrator Anathan's recommendation to work out a debt repayment schedule. The Commissioner said that he shared Vice Mayor Williams' point of view that the Commission advocated for the things that were included in the proposed budget and he recommended that they workshop the debt.

Budget Administrator Anathan informed the Commission that the City already has a debt repayment schedule with Miami-Dade County which is paid every month, but he said that it must be renegotiated because the water and sewer fund has real problems with liquidity. Mr. Anathan also reported that the representatives of the State of Florida don't seem to have a sense of urgency to have the debt the City owes paid off, and they asked that the City determine what is owed to establish a debt repayment schedule.

Mayor Pigatt asked if there is a debt repayment schedule for the water meter replacement.

Budget Administrator Anathan stated that the debt repayment schedule for the water meter replacement hasn't been formalized yet.

Mayor Pigatt stated that his point is that the water and sewer fund is suffering because of the level of debt, so what he is saying is to contribute to reduce that debt to give the water and sewer fund some support. The Mayor noted that he heard support from 2 members of

the Commission to not use the surplus to pay off debts, while two members of the Commission do want to use the surplus to pay off debts and asked if there were any changes.

Commissioner Davis asked where the projections were coming from, for how much was owed to the State of Florida for the City's red light camera program.

Budget Administrator Anathan explained that the representatives of the State of Florida didn't know they were owed money and asked the City to determine how much is owed.

Mayor Pigatt clarified that while the department of revenue over the red-light camera program didn't know that Opa-locka owed them money, the City's financial oversight board knew.

Commissioner Taylor stated he vaguely remembers that payments were scheduled for the red-light camera program debt, and he asked if the state could provide how much was paid.

Budget Administrator Anathan said that the representatives of the State of Florida have no idea and told the City to figure it out.

Mayor Pigatt clarified that based on the City's contractual agreement, a certain amount from each red-light camera citation goes to the service provider, a certain amount goes to the State, and the City keeps a certain amount. The Mayor explained that for several years, the City wasn't sending the amount required to the State and just started paying that percentage again in 2019. He said that while the outstanding amount that was not sent to the State is unclear, the audits should make it clear. Mayor Pigatt recalled that a few years ago, the Commission voted to remove the red-light cameras in the City, and then voted to bring them back because of the debts.

City Manager Pate suggested that a workshop needs to be held because the debt is a complex subject, but he clarified that it was not being suggested to stop the Commission from doing whatever they choose to do tonight. The Manager said that a workshop will make clear if the Commission's priority is to repay debt early or not, and whether it would be debt from the enterprise fund or general fund or various other debts.

Mayor Pigatt asked his colleagues on the Commission if they support using a percentage of the fund balance to pay down the City's debt.

Commissioner Davis suggested that the City's debt be workshopped. The Commissioner stated that he understands that the debt needs to be addressed and recalled that he didn't vote to remove the red-light cameras in the City because he wasn't in elected office at the time, but he voted to bring back the red-light camera program under the pretense of paying off the program's debt.

Mayor Pigatt pointed out that as the Commission approves the proposed budget, they are doing so without any consideration for the debt. The Mayor asked his colleagues on the Commission if they were okay with using \$2.2 million of the fund balance for all the proposed services.

Commissioner Davis, Vice Mayor Williams, Commissioner Taylor and Commissioner Bass all indicated they were in favor of using \$2.2 million of the fund balance for all the proposed services.

Mayor Pigatt recalled that the Commission received a document after Vice Mayor Williams requested information on the increases in City Staff salaries, and that there was uncomfotability about why the increases happened. The Mayor stated that the Commission was told that some of the salary increases were due to contractual obligations with the unions, that some were tied to the restoration of salaries, and that others were discretionary. He recommended that all salary increases in the proposed budget that were going to be discretionary, be put into some type of reserve until the Commission has a workshop.

Budget Administrator Anathan reminded the Commission that the funds in the proposed budget that are allocated for salary increases are in contingency and that there are no discretionary increases included at this time.

Mayor Pigatt said that he received a document that showed salary increases in the Parks & Recreation Department as well as in the Building & Licensing Department.

Budget Administrator Anathan explained that the salary increases on the document provided to the Commission had already been executed, and that they were for promotions for additional responsibilities as well as for salary restorations.

Mayor Pigatt asked how the salary increases Budget Administrator Anathan said had been executed, were enacted without coming before the Commission as an increase to the budget.

Budget Administrator Anathan explained that even though he knew that there was an overage caused by the salary increases that was going to have to be addressed by a budget amendment, he did not submit it because he did not have the financial statements until a month ago. Mr. Anathan added that what he and the Commission sees during the year is a year-to-date actual, so he said that it would not be apparent that there had been an increase, but he assured the Commission that a budget amendment is forthcoming.

Mayor Pigatt said he will wait to address the salary increases when the budget amendment comes before the Commission. The Mayor asked if the only salary increases in the proposed budget are due to union negotiations and salary restorations.

Budget Administrator Anathan stated that the only salary increases in the proposed budget are those which are already required by contract, and that there is no line for wages that are in negotiation because they are in contingency.

Vice Mayor Williams noted that the document she received with City Staff salary increases, reflected that the increases were mainly in the Police Department, but she said that she has never seen any document providing any proof that the increases were salary restorations. The Vice Mayor said she was confused about why one salary increase was \$15,000 while another was \$9,000 if they were both on the executive level.

Budget Administrator Anathan stated that he understood Vice Mayor Williams wanted a report on salary increases and didn't understand that she also wanted to see the reductions prior to 2019 but offered assurances that he will get that documentation for her.

Mayor Pigatt pointed out that one of the operational audit findings was to ensure that the system for salary increases is fair and equitable, which is what the Commission wants to make sure of through their influence during the budget conversations. The Mayor also stated that he supported the amendment to the proposed budget that was put forth by Commissioner Davis, to increase the number of sworn officers that would be added to the Police Department by 2 instead of 4 and allocate those funds to increase the number of Public Works Staff to pick up trash and do regular maintenance.

Commissioner Taylor asked Budget Administrator Anathan if the proposed budget already increased the City Staff in the Public Works Department.

Budget Administrator Anathan pointed out that the FY 21 budget indicated a 5.5 head count for roads and streets, while the proposed budget includes an 8.5 headcount, which is effectively about a 60% increase, in addition to the doubling of the FTEs that are assigned to picking up illegal dumping.

Mayor Pigatt pointed out that there are only 2 people and one truck that go around the City to pick up trash and that Public Works Director Airia Austin has said that the number could be higher to address the situation. The Mayor also noted that the amount of people that do trash pickup and maintenance in the Parks & Recreation Department have been significantly raised, and that the parks are just a small aspect of the City, asking why that is not being done for the people that pick-up trash throughout the City.

Commissioner Taylor asked if what was being proposed was to have additional bodies added to the 8.5 that were already included in the proposed budget for the Public Works Department, or if a task change was being proposed. The Commissioner also asked if the 8.5 positions that are in the proposed Public Works Department budget, are filled.

Budget Administrator Anathan confirmed that all 8.5 positions included in the proposed Public Works Department budget are filled.

Commissioner Taylor asked if there could be a compromise because he understands the City's beautification needs but he also likes safe streets, and he proposed that the Public Works Department workers could have their tasks changed or could be cross trained to both drive the trucks and pick up trash, so that there are not just 2 people doing it.

Public Works Director Airia Austin informed the Commission that the increased Staff in his department is addressing tree trimming and beautification, and that 2 individuals are picking up litter on all the City's roadways.

City Manager Pate stated that instead of adding 2 bodies to the Public Works Department Staff, he would rather the money get reallocated to other contractual services for the department, pointing out that pending requests for proposals will have some financial impact.

Vice Mayor Williams asked for an update on the signing of the contract with the State of Florida, to have inmates help with trash pickup in the City.

Public Works Director Airia Austin reported that his department is speaking to the Department of Corrections, and he informed the Commission that there is a shortage of inmates to make new crews for the City.

Vice Mayor Williams asked if Opa-locka can share the inmates that Miami Gardens has assisting their city with trash pickups, reporting that she just saw some.

Public Works Director Airia Austin said that he is not sure of the allocation of inmates for trash pickups.

Mayor Pigatt expressed that he and a lot of people in the community are tired of seeing litter on the streets of Opa-locka. The Mayor said all that is being asked is to figure out how to pick up the trash, and he lamented that Opa-locka is not funding trash pickups at the same level as other cities. He said that the Police Department is already over their recommended staffing levels which is 41 Officers, and that while they are already at 45 Officers, with the additional 4 Officers being proposed in the budget, they would be at 49 Officers. Mayor Pigatt said that it is being proposed to increase the sworn Officers in the Police Department by 2 instead, because it is important that the Commission do something

to get the trash picked up. He pointed out that the pending request for proposals is for maintaining alleyways and pressure cleaning but does not specifically address picking up all the litter around the City. The Mayor expressed his full support for Commissioner Davis' amendment to the proposed budget.

Vice Mayor Williams asked if the suggestion on the floor from Commissioner Davis was to reduce the proposed increase of 4 sworn Police Department Officers to 2 additional Officers.

Mayor Pigatt confirmed that the recommendation from Commissioner Davis was to use the savings in the proposed budget, to increase the Public Works Department Staff for trash pickup.

Commissioner Bass stated that what Mayor Pigatt said were her exact thoughts, and she added that she supported the proposal to increase the Police Department Staff by 2 and the Public Works Department Staff by 2, rather than having the increase of 4 positions go entirely to the Police Department.

Commissioner Davis moved to amend the proposed Police Department budget and reduce the proposed increase of 4 Officers to an increase of 2 sworn Officers, using the funding to allocate additional Public Works Department Staff for the picking up of trash, and the motion was seconded by Commissioner Bass.

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

Commissioner Taylor	No
Vice Mayor Williams	No
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

Commissioner Bass asked which of the City's parks are covered by the 15 part-time employees that were being proposed to be added to the Parks & Recreation Department and how many full-time employees the department has.

Parks & Recreation Director Delven Patterson stated that his department's 15 part-time employees will cover all 3 of the City's parks, including Segal, Ingram and Sherbondy. Mr. Patterson also said that his department has 3 full-time recreation leaders.

Mayor Pigatt asked what the role of the Parks & Recreation Department's 15 part-time employees will be and what their schedules will be.

Parks & Recreation Director Delven Patterson stated that the City's parks are open from sun up to sun down and that most of the part time employees help run the department's youth and athletic programs, in addition to special events and managing the parks especially over the weekends. Mr. Patterson also explained that his department's Staff greet residents at the parks, in addition to deterring bad activities and picking up litter for beautification.

Mayor Pigatt asked for clarification on whether there will be someone from the Parks & Recreation Department available at the City's parks from sunup to sundown or from 9 AM - 6 PM, and if it would be 7 days a week.

Parks & Recreation Director Delven Patterson informed the Commission that his department has Staff at the City's 3 parks, 6 days a week from Monday through Saturday, and that some staff comes in the morning and then some staff closes the parks at night. Additionally, Mr. Patterson stated that on the weekends, the staff is at the parks from 12 PM to 5 PM on Saturdays and that the parks are closed on Sundays.

Mayor Pigatt asked if there was a policy that determined the parks had to be closed on Sundays, or if it might be possible to have Staff allocated on a schedule like the one used for Saturdays, to open the parks on Sundays.

Parks & Recreation Director Delven Patterson stated that when he first began serving as director of the department, the parks were closed on Sundays, so he just kept the same schedule as a Monday through Saturday operation.

Mayor Pigatt said that if 15 additional aids were going to be added to the Parks & Recreation Department, he would love to be able to tell residents that the parks will be open 7 days a week from sunup to sundown, with representatives coordinating events during a set daily schedule throughout the entire week.

City Manager Pate assured the Commission that he will make sure that moving forward, the parks will be open from sunup to sundown 7 days a week.

Parks & Recreation Director Delven Patterson stated that his department will have a Staff person at all 3 of the City's parks from sunup to sundown 7 days a week.

Commissioner Bass asked for the starting and ending times that Parks & Recreation Staff will be at the City's parks.

Parks & Recreation Director Delven Patterson stated that the Parks & Recreation Staff will be at the City's parks from 7 AM to 8 PM, 7 days a week.

Commissioner Taylor said that he thinks what Parks & Recreation Director Delven Patterson was stating is that the gates to the City's parks are open from sunup to sundown, but there will be a Staff member on premises during the scheduled times. The Commissioner also reminded his colleagues on the Commission that because of the time changes due to daylight savings time, the operation must be from dusk to dawn.

City Manager Pate assured the Commission that the research will be done to develop a plan, with the understanding that they want to ensure the 15 part-time individuals being hired for the Parks & Recreation Department, are utilized properly.

Mayor Pigatt stated that he wanted to be clear that if people have events at the parks, that a Staff member should be there and that the park is clean before and after the event. The Mayor also stated that in consideration of HB 1, he wanted to know how much discretionary funding is being allocated to the Police Department with the proposed budget.

Budget Administrator Anathan stated that the discretionary funding being allocated to the Police Department is roughly \$260,000. He added that based on his reading of the law, HB 1 only comes into play if somebody on the dais or the State Attorney takes exception to budget reductions that impact the Police Department, at which point the City would respond to the State of Florida with the rationale for the budget decision. Mr. Anathan asserted that he truly doesn't believe that HB 1 will be triggered by buying cars in one year if they are not bought the next year.

Mayor Pigatt inquired about the replacing of 23 of the City's vehicles, which is included in the proposed budget, expressing concerns about spending so much at once as well as about locking the City into leases for the next 5 years.

Commissioner Taylor stated that he heard Mayor Pigatt's concerns with the vehicles but urged him to look at Opa-locka's fleet. The Commissioner shared that he has had the opportunity to ride on the Parks & Recreation Department van which he pointed out, children ride on without the air conditioning working. Additionally, he said that the air conditioning barely works on the Seniors On the Move van, the Public Works Department trucks are falling apart and half of them don't have air conditioning, in addition to Code Enforcement Staff sharing their vehicles because they barely work at times. Commissioner Taylor asserted that the City does not look good on the streets and said that the City must invest.

Budget Administrator Anathan informed the Commission that each of the vehicles in the City's fleet has been assessed in terms of mileage, age, and physical condition and it was determined that the vehicles included in the proposed budget should be replaced. Mr. Anathan also reminded the Commission that they had not replaced any vehicles for the past 5 years.

Public Works Director Airia Austin informed the Commission that the vehicles that are being recommended for replacement, have far outlived their useful life by more than 10 years and replacing them will reduce operational costs.

Vice Mayor Williams asked why it was being proposed to lease some vehicles while others are suggesting being purchased.

Budget Administrator Anathan stated that the choice to purchase some of the vehicles instead of lease them, was decided by Police Chief Barrera. Mr. Anathan also informed the Commission that the vehicles being proposed to be purchased, are being paid for out of the special Law Enforcement fund, which is totally different from the general fund.

City Manager Pate informed the Commission that at the end of a 5-year lease, through Enterprise's government program, they provide the City the opportunity to pay \$1 to purchase the vehicle.

Commissioner Davis recalled that the decision was made by the City Manager a while back to lease because investing in the repair and maintenance of the current fleet would have been costly. The Commissioner asked if there is a maintenance plan once the City purchases a leased vehicle.

City Manager Pate informed the Commission that vehicle maintenance is covered through the lease agreement and that individual maintenance plans can be purchased for the vehicles if the City decides to keep them.

Mayor Pigatt proposed that cuts be made to discretionary funding to hire an internal auditor that reports to the Commission as a consultant on the operational audit.

Budget Administrator Anathan pointed out that the proposed budget already includes \$25,000 for an internal auditor, and that by reducing the proposed increase in sworn Police Officers from 4 to 2, the Commission saved another \$34,000 because of the disparity in compensation between the Police Department and the Public Works Department. Mr. Anathan recommended that the Commission could use those funds to see how far they go towards funding the proposed internal auditor position, and then do a budget amendment if it is a productive relationship and the funds are insufficient.

Commissioner Davis said that based on the City's Charter, Opa-locka is required to have an independent audit that is not someone who works for the City.

Mayor Pigatt clarified that he was proposing to hire an internal operational auditor, and that the City's Charter requires an independent financial audit.

Mayor Pigatt moved to amend the proposed budget to increase the funding for external auditing services using the savings from the reduction in the proposed increase in staffing for the Police Department, and the motion was seconded by Commissioner Taylor.

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

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

Commissioner Davis moved to authorize a reduction of \$60,000 in the Safe Neighborhood Fund, based on the Community Redevelopment Agency picking up the fencing project, upon its removal from the City's budget, and the motion was seconded Vice Mayor Williams.

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

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

Commissioner Taylor moved to approve a \$250,000 reduction in the transfer to the Safe Neighborhood Fund from the general fund based on the Community Redevelopment Agency's budget being removed from the City's budget, and the motion was seconded by Commissioner Bass.

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

Vice Mayor Williams	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

Mayor Pigatt clarified that the motions that were being made are taking what Budget Administrator Anathan was saying and moving it as motions, acknowledging that the Chair of the Commission usually must restate it.

Vice Mayor Williams moved to approve a \$5,735 increase in the transfers into the general fund and a reduction of \$13,638 in the transfers out of the general fund because the Community Redevelopment Agency is back in place, and the motion was seconded by Commissioner Bass.

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

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

Commissioner Taylor moved to add \$36,765 to the proposed budget, to increase the City's purchasing official from a part-time position to a full-time position, and the motion was seconded by Commissioner Davis.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Budget Administrator Anathan thanked everybody for going through a very tough process and expressed his appreciation for the help.

There being no further discussion of Agenda Item 5-b, the ordinance including the proposed FY 22 budget passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

6. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Taylor, seconded by Vice Mayor Williams to adjourn the meeting at 9:57 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC FOR THE COMPLETION OF PHASE 1 OF THE BURLINGTON STREET CANAL PROJECT IN AN AMOUNT OF FIVE HUNDRED ONE THOUSAND, EIGHTY-FOUR DOLLARS (\$501,084.00); FURTHER APPROVING A TEN PERCENT (10%) CONTINGENCY BUDGET IN THE TOTAL AMOUNT OF FORTY FIVE THOUSAND, FIVE HUNDRED FIFTY THREE DOLLARS (\$45,553.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 22, 2014, the City Commission of the City of Opa-Locka ("City Commission") adopted Resolution 14-8748 to accept Seven Hundred Thousand Dollars (\$700,000) in financial assistance from the Florida Department of Environmental Protection Agency (FDEP), which is identified with the grant funding #LP13035, to restore the Burlington Street Canal with the City of Opa-Locka ("City"); and

WHEREAS, on May 14, 2014, the City Commission adopted Resolution 14-8792 authorizing the City Manager to issue a Request for Proposal (RFP) for design-build services for Burlington Street Canal dredging, bank restoration, and stabilization with slope correction ("Burlington Street Canal Project")("Project"); and

WHEREAS, the City Manager has confirmed that all CCNA services in connection with Section 287.055, Florida Statutes have been completed with only construction services remaining; and

WHEREAS, in response to the prior RFP, Landshore Enterprises, LLC ("Contractor") was selected by the Evaluation Committee as the No. 1 ranked company. Further, the City Commission adopted Resolution 14-8841, approving the City Manager to enter into an Agreement with said firm for an amount of One million, Six Hundred Thirty-Six Thousand, One Hundred Sixty-Seven Dollars (\$1,636,167), which was to cover all three phases of the Project; and

WHEREAS, following passage of Resolution 14-8841, the City Manager executed an agreement with Landshore Enterprises, LLC to complete Phase I for Seven Hundred Thousand Dollars (\$700,000), to be reimbursed by the FDEP grant after the City paid the Contractor. During Fiscal Year 2015, all capital projects fell behind. Consequently, the Contractor eventually demobilized the instant Burlington Street Canal Project; and

WHEREAS, the City Manager seeks to remobilize Burlington Street Canal Project by entering into an Agreement with Landshore Enterprises, LLC; and

WHEREAS, Section 2-318 (4) (a) of the of the City's Purchasing Code (as approved by Ordinance 2020-07) exempts "services involving special skill, ability, training, or expertise, which in their nature are unique, original or creative" from competitive procurement; and

WHEREAS, Landshore Enterprises, LLC's expertise of the Burlington Street Canal is unique in that Contractor is uniquely familiar with the project in a way that no other potential contractor could be as the firm has already developed the design basis for the three phases and has completed half of Phase I. It is recommended by the City Manager that continuing with the Contractor is the best interest of the City to save critical time and money; and

WHEREAS, the original proposal for Phase I of the Project was Seven Hundred Thousand Dollars (\$700,000), of which the Contractor has received Three Hundred Forty Six Thousand, Six Hundred Twenty-Four Dollars (\$346,624). Due to the inactivity on the project, some permits and bonds have expired, certain trees impacted by the Hurricane Irma need to be removed and re-evaluation is required in order to validate existing conditions. The Contractor has proposed a change order of One Hundred Two Thousand, One Hundred Fifty-Five Dollars (\$102,155.00) to cover these additional conditions that were not present when the project was demobilized in 2015. Consequently, Four Hundred Fifty-Five Thousand, Five Hundred Thirty-One Dollars (\$455,531.00) is now required to finish Phase I; and

WHEREAS, in addition to the Four Hundred Fifty-Five Thousand, Five Hundred Thirty-One Dollars (\$455,531.00) proposed to finish Phase I, it is recommended that an additional 10% contingency of Forty Five Thousand, Five Hundred Fifty-Three Dollars (\$45,553.00) be established for use in the event that further change orders become necessary; and

WHEREAS, the City Commission finds it in the best interest of the City to remobilize the Burlington Street Canal Project and enter into an agreement with Landshore Enterprises, LLC., attached hereto as Exhibit "A", to complete Phase 1 of the Burlington Street Canal Project.

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, Florida hereby authorizes the City Manager to enter into an agreement with Landshore Enterprises, LLC., for completion of Phase 1 of the Burlington Street Canal Project, described hereto in Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors may be made that do not affect the intent of this Resolution as may be authorized by the City Manager, and approved by the City Attorney as to form, without the need of a 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 October, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Taylor	_____
Vice-Mayor Williams	_____
Mayor Pigatt	_____



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

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	10/27/2021		Item Type: (Enter X in box)	Resolution X	Ordinance Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes X	No X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

BURLINGTON STREET CANAL PROJECT - COMPLETION OF PHASE-I

Staff Summary:

On January 22, 2014, the City Commission adopted Resolution 14-8748 to accept \$700,000 in Financial Assistance from the Florida Department of Environmental Protection Agency (FDEP) identified with the grant funding LP13035 to restore Burlington Street Canal. Around May of the same year, the City Commission adopted Resolution 14-8792 authorizing the City Manager to issue a Request for Proposal (RFP) for design-build services for Burlington Street Canal dredging, bank restoration, and stabilization with slope correction. In response to the RFP, Landshore Enterprises was selected by the Evaluation Committee as the No. 1 ranked company, and the City Commission adopted Resolution 14-8841 approving the City Manager to enter into an Agreement with the firm for \$1,636,167. This amount covered the three phases of the project.

After Resolution 14-8841, the City Manager executed an agreement with Landshore Enterprises to complete Phase I for \$700,000, to be reimbursed by the FDEP grant after the City paid the Contractor. During Fiscal Year 2015 all capital projects fell behind. The Contractor eventually demobilized this project.

Staff is seeking Commission's approval to remobilize Burlington Street Canal Project by entering into an agreement with Landshore Enterprises, LLC. The firm is very familiar with the project, has already developed the design basis for the three phases, as such CCNA services are complete, and has completed half of Construction scope for Phase I. Therefore, it is recommended that continuing with the firm is the best interest of the City to save critical time and money rather than starting over. Section 2-317 (4) (o) of the City Code of Ordinances authorizes the waiving of competitive bidding when deemed to be in the City's best interest.

The original proposal for Phase I was \$700,000, of which the Contractor has received \$346,624. Due to the inactivity for many years, some permits and bonds have expired, some trees impacted by the Hurricane Irma need to be removed, and re-evaluation is required to validate existing conditions. The Contractor has proposed a change order of \$102,155 to cover these additional conditions not present when the project was demobilized in 2015. Consequently, \$455,531 is required to finish Phase I.

Financial Impact

This project was originally budgeted for FY 21 for \$490,000 with \$353,376 of grant funding and the remainder coming from Stormwater Fund revenue. In addition to the \$455,531 proposed to finish this phase, it is recommended that an additional 10% contingency, \$45,553, be established for use in the event that further change orders become necessary. This will now be a FY 22 project and will require a budget amendment for \$501,084, utilizing the \$353,376 grant and the \$136,623 of Stormwater funds not used in FY 21, as well as an additional \$11,084 of Stormwater funds since the project will now exceed the FY 21 budget by that amount.

Account	Description	Available	Project	Remaining Balance
<u>Funding</u>				
450-334700	State Grants (LP13035)	\$353,376	\$353,376	—
450-383010	Transfer In – Fund Balance	\$932,690	\$147,708	\$784,982
			\$501,084	
<u>Expenditure</u>				
44-5356278	Burlington Street Canal	\$501,084	\$501,084	—

Proposed Action:

Staff recommends that the City Commission authorize the City Manager to enter into an agreement with Landshore Enterprises for \$455,531 to finish Phase I of the Burlington Street Canal project and

further approves the establishment of a 10% contingency (\$45,553) for utilization if a need arises for further change orders.

Attachment:

1. Agenda
2. Resolution 14-8748, Accepting \$700,000 from FDEP for Burlington Canal Project
3. Resolution 14-8792, RFP for Burlington Street Canal
4. Resolution 14-8841, Authorizing the City Manager to enter into an Agreement with Landshore Enterprises for \$1,636,167.00
5. Opa-locka Contract w. Landshore Enterprises for the Completion of Phase-1 of Burlington Street Canal Project.

RESOLUTION NO. 14-8748

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), STATE FINANCIAL ASSISTANCE AGREEMENT GRANT AWARD, FOR THE BURLINGTON CANAL DREDGING AND SIDE SLOPE RESTORATION PROJECT, IN THE AMOUNT OF \$700,000.00; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka ("City") desires to restore the Canal Bank for the Burlington Canal; and

WHEREAS, to ensure required slope compliance with the South Florida Water Management District regulations, the canal has to be restored; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has awarded the City a \$700,000.00 grant, with a match from the City of \$1,302,000.00; and

WHEREAS, additional funding has been requested under an application to the EPA State Revolving Loan to lessen the match from the City; and

WHEREAS, the City Commission desires to authorize the City Manager to accept the Florida Department of Environmental Protection (FDEP), State Financial Assistance Agreement Grant award.

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, hereby authorizes the City Manager to the City Manager to accept the Florida Department of Environmental Protection (FDEP),

State Financial Assistance Agreement Grant award, for the Burlington Canal dredging and side slope restoration project, in the amount of \$700,000.00.

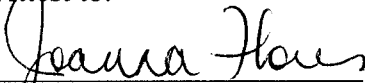
Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of January, 2014.



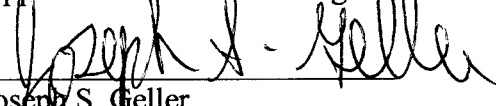
MYRA TAYLOR
MAYOR

Attest to:



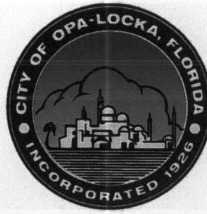
Joanna Flores
City Clerk

Approved as to form and legal sufficiency:



Joseph S. Geller
GREENSPOON MARDER PA
City Attorney

Moved by:	COMMISSIONER HOLMES
Seconded by:	COMMISSIONER SANTIAGO
Commission Vote:	5-0
Commissioner Holmes:	YES
Commissioner Johnson:	YES
Commissioner Santiago:	YES
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES



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

Commission Meeting Date:	January 22, 2014		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source: <i>(Enter Acct No.)</i>	<i>(Enter Fund & Dept)</i> FDEP & City of Opa-locka		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 #:	TBD			
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 Communcation	Increase public health safety and Economic Growth.			
Sponsor Name	City Manager		Department:	CIP			

Short Title:

The Burlington Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has placed the City in great liability as residents are complaining about the threat to their property and the threat to public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view.

Staff Summary:

Staff is strongly recommending the approval of the resolution to accept this funding and seek additional resources of funding so that we can minimize further damage to our infrastructure and mitigate any further damages to the public and property threats felt by our residents.

Proposed Action

Staff recommends the adoption of the Resolution to authorize the City Manager to accept funding from the Florida Department of Environmental Protection (FDEP) in the amount of \$700,000.00 and a match from the City in the amount of \$1,302,000.00. Additional sources of funding to lessen the match by the City, is already underway under the EPA State Revolving Loan.

Attachment:

Agreement # LP 13035



Memorandum

TO: Mayor Myra L. Taylor
Vice-Mayor Joseph L. Kelley
Commissioner Timothy Holmes
Commissioner Dorothy "Dottie" Johnson
Commissioner Luis B. Santiago

FROM: Kelvin L. Baker, Sr., City Manager

DATE: January 22, 2014

RE: Authorization to accept the Florida Department of Environmental Protection Grant # LP 13035 for the Burlington Canal Dredging and Side Slope Restoration Project

Request: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ACCEPT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE FINANCIAL ASSISTANT AGREEMENT GRANT (FDEP) AWARD, IN THE AMOUNT OF \$700,000.00 (SEVEN HUNDRED THOUSAND DOLLARS) FOR THE BURLINGTON CANAL DREDGING AND SIDE SLOPE RESTORATION PROJECT)

Description: The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging will improve the environmental conditions and also the surface water and canal aesthetic.

Financial Impact: These funds will reduce the project funding gap and allow the City to complete the rehabilitation of Burlington Canal Dredging and Slide Slope. The project budget from the FDEP grant is a partial of \$700,000 with a City Match of \$1,302,000.00 funding totaling \$2,002,000.00 for the project. Additional funding has been requested under our application for the EPA State Revolving Loan Application in order to lessen the match from the City.

Implementation Time Line: Procurement Process, and Implementation

Legislative History: N/A

Recommendation(s): Staff recommends the adoption of the Resolution to authorize the acceptance of the FDEP award and further to authorize the City Manager to accept any additional funds awarded by FDEP for the Rehabilitation of The Burlington Canal Dredging and Slide Slope Restoration and to enter into and execute the necessary agreement. In executing the contract, the city can begin the construction phase.

Analysis: The Burlington Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has placed the City in great liability as residents are complaining about the threat to their property and the threat to public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view.

Attachment(s): DEP Agreement No. LP13035 Page 1 of 10

Prepared By: Delia Rosa Kennedy, Grant Administrator

END OF MEMORANDUM



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD MS 3505
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

HERSCHEL L. VINYARD JR.
SECRETARY

December 5, 2013

Ms. Delia Rosa Kennedy
Grant Administrator
City of Opa-Locka
3400 135th Street Northwest, Bldg B
Opa-Locka, Florida 33054

Re: LP13034 and LP13035 - Opa-Locka
Sewer Lift Station Rehabilitation and
Burlington Canal Dredging and Side Slope Restoration

Dear Ms. Kennedy:

Enclosed are two original copies of each proposed Legislative Project grant Agreement for the City's wastewater and stormwater improvement projects.

Please have the City Manager sign on page 10 of each of the enclosed copies. Return all copies to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. We will sign the documents and mail a fully executed original of each to the City. If you have any questions, please call Sandy Waters at (850) 245-8382.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/sw

Enclosures

cc: Kelvin Baker - City of Opa-Locka
Mohammad Nasir - City of Opa-Locka
Charmaine Parchment - City of Opa Locka

STATE FINANCIAL ASSISTANCE AGREEMENT
CITY OF OPA-LOCKA
DEP AGREEMENT NO. LP13035

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1640C OF THE 2013-2014
GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the CITY OF OPA-LOCKA, whose address is 3400 135th Street Northwest, Opa-Locka, Florida 33054 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Burlington Canal Dredging and Side Slope Restoration project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2013 and end no later than January 31, 2015, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$700,000 toward the total estimated project cost of \$2,002,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted

to the Department no later than April 30, 2015, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the

prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

D. In addition to the invoicing requirements contained in paragraph 3.B and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

E. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no

later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term “quarterly” shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate

performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 17 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize

the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.C.b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

13. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

14. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Manager for this Agreement is identified below.

Sandy Waters
State Revolving Fund Management
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8382
Fax: (850) 245-8411
Email: Sandra.waters@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

18. The Grantee's Grant Manager for this Agreement is identified below.

Delia Rosa Kennedy
City of Opa-Locka
3400 135th Street Northwest, Building B
Opa-Locka, Florida 33054
Phone: (305) 953-2868
Fax: (305) 953-2900
Email: DKennedy@opalockafl.gov

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

20. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company
Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

21. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

22. The reimbursement of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
26. Land acquisition is not authorized under the terms of this Agreement.
27. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
28. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF OPA-LOCKA

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
City Manager

By: _____
Program Administrator
State Revolving Fund

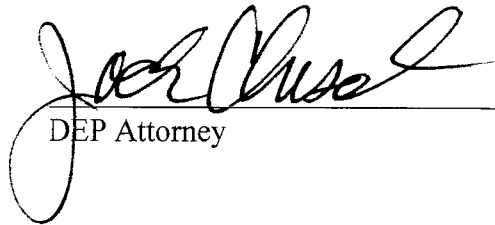
Date: _____

Date: _____

FEID No.: _____

Sandy Waters, DEP Grant Manager

Approved as to form and legality:



DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (3 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

Revised 10/13

DEP Agreement No. LP13035, Page 10 of 10

**ATTACHMENT A
GRANT WORK PLAN
CITY OF OPA-LOCKA
LP13035**

Project Title: Burlington Canal Dredging and Side Slope Restoration	
Project Location: The Burlington Canal is located on Burlington Street and NW 22 nd Avenue in the City of Opa-locka, Miami-Dade County.	
Project Background: The Burlington Street Canal currently does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is a health hazard. The existing condition of the Canal bank has placed the City in great liability as residents are complaining about the threat to their property and the threat to public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view.	
Project Description: The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging will improve the environmental conditions and also the surface water and canal aesthetic.	
Task: <i>The following are the project task:</i>	
<i>Task</i>	<i>Description</i>
Task 1 -	Engineering Services \$ 150,000.00
Task 2 -	Bidding and Awarding of Project \$ 2,000.00
Task 3 -	Construction \$1,850,000.00
Task 4 -	Closeout & Dedication \$ 0.00
Cost:	
FDEP Fund: \$ 700,000.00	
City Fund: \$1,302,000.00	

Total fund: \$2,002,000.00	
Task 1- Engineering Services	
Cost: \$150,000.00- DEP (75,000 and City 75,000)	
1.Deliverable(s): bid tabulation, and copy of engineering services contract	
Performance Measures: The DEP budget manager will review deliverables to ensure they meet the criteria for reimbursement.	

Completion Date: February 2014

Budget Information

Contractual: DEP \$75,000 Total \$150,000.00 to a Design Engineering Consultant

Task 2 – Construction Bidding and Awarding of Project

A contractor is necessary to provide the City with Construction services as required for this project. The contract will be awarded via a competitive bidding process.

Cost: City \$2,000.00 DEP Funding: \$ 0.00

City Funding: \$ 2,000.00

1a.Deliverable(s): bid tabulation and copy of construction contract, copy of performance bond

Performance Measures: The DEP grant manager will review the deliverable to ensure it meet the criteria.

Completion Date: May 2014

Budget Information

Contractual: City 2,000

Task 3 - Construction

Cost: \$1,850,000.00 DEP \$625,000 and the City \$1,225,000

1a.Deliverable(s): Copy of bid tabulation, copy of contract, Copy of contractors application for payment with supporting invoices

Performance Measures: The DEP grant manager will review the deliverables to ensure they meet the criteria.

Completion Date: - 5 months (actual date is contingent upon execution of agreement with FDEP and the City, agency approval of contractor selection and completion of the construction documents). December 2014

Budget Information

Contractual: DEP \$625,000, City \$1,225,000 for total \$1,850,000.00 to Contractor to complete the construction of the Canal.

Task 4 - Closeout & Dedication – Is required for successful completion of the project.

Cost: \$0.00

1a.Deliverable(s): Canal completed

Performance Measures:

1. Final Site Inspection
2. As Built Plan

Completion Date: - 1 months (actual date is contingent upon execution of agreement with FDEP and the City, agency approval of contractor selection, completion of the construction documents and construction of the lift stations). January 2015

Contractual: N/A

Total Budget by Task and Deliverables:

Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1	Engineering Services	75,000.00	75,000.00	City of Opa-locka
2	Bidding and Awarding of Project	0.00	2,000.00	City of Opa-locka
3	Construction	625,000.00	1,225,000.00	City of Opa-locka
4	Closeout & Dedication	0.00	0.00	
Total:		700,000.00	1,302,000.00	
Project Total:		\$2,002,000.00		

The City is providing additional funding for the project. No match is required for this grant.

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient CITY OF OPA-LOCKA
2. Project Number LP13035 Date of Request _____
3. Disbursement Request Number _____ Required Match % _____
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number _____
6. Task/Deliverable No. _____
7. Mail ☐ EFT ☐ Send Remittance to: _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Salaries
2. Fringe Benefits
3. Travel
4. Contractual Services
5. Equipment
6. Supplies/Other Expenses
7. Land
8. Indirect Charges
9. Total
10. Disbursements previously requested
11. Amount Requested for Disbursement (line 9 minus 10)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP13035		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP13035 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	General Revenue, Line Item 1640C	2013-2014	37.039	Statewide Surface Water Restoration and Wastewater Projects

Total Award				\$700,000
--------------------	--	--	--	------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Sponsored by: City Manager

RESOLUTION NO. 14-8792

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO AUTHORIZE THE CITY MANAGER TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS (RFP) FOR DESIGN BUILD SERVICES FOR THE BURLINGTON STREET CANAL DREDGING, BANK RESTORATION, AND STABILIZATION WITH SLOPE CORRECTION, PAYABLE FROM ACCOUNT NUMBER 35-535630, A BUDGETED ITEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka (the “City”) is seeking the service of a qualified professional firm to provide design-build services for improvements to Burlington Street Canal; and

WHEREAS, the Burlington Street Canal is not in compliance with the required slope, per South Florida Water Management District criteria; and

WHEREAS, the unprotected Canal bank is degrading the surface water quality, losing its aesthetic view, and needs to be restored to ensure required slope compliance; and

WHEREAS, the design-build service will include design, applicable permits, and construction per local, County, and State standards; and

WHEREAS, the City Commission of the City of Opa-locka desires the City Manager to prepare and issue a Request for Proposals (RFP) for a qualified design-build firm for improvements to Burlington Street Canal.

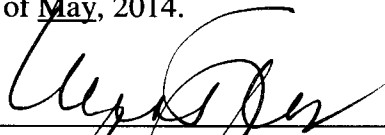
NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

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

Section 2. The City Commission of the City of Opa-locka, directs and authorizes the City Manager to prepare and issue a Request for Proposals (RFP) for design build services for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction, payable from 35-535630, a budgeted item.

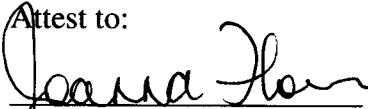
Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of May, 2014.



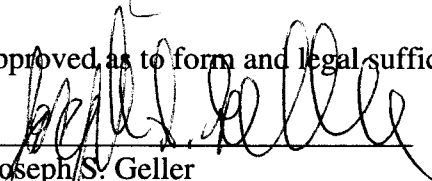
MYRA TAYLOR
MAYOR

Attest to:



Joanna Flores
City Clerk

Approved, as to form and legal sufficiency



Joseph S. Geller
GREENSPOON MARDER PA
City Attorney

Moved by:	COMMISSIONER HOLMES
Seconded by:	COMMISSIONER JOHNSON
Commission Vote:	5-0
Commissioner Holmes:	YES
Commissioner Johnson:	YES
Commissioner Santiago:	YES
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES



City of Opa-Locka Agenda Cover Memo

Commission Meeting Date:	04/23/2014		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# 35-535630	(Enter Fund & Dept) Ex: Water and Sewer fund		Advertising Requirement: (Enter X in box) RFP to be issued.	Yes X		No	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Must complete in order to improve public safety, flood control, water quality, and canal aesthetics.			
Sponsor Name	City Manager		Department:	City Manager-CIP			

Short Title:

Request for Proposal (RFP) for the Burlington Street Canal Improvements

Staff Summary:

The purpose of this Request for Proposals is to seek service of a qualified professional firm to provide design-build services to the City of Opa-locka for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction. The design-build services will include design, applicable permits, and construction per local, County, State and other applicable standards, rules and regulations. The Burlington

Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has deteriorated as residents are complaining about the threat to their property and public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view. The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration and stabilization will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging will be included in the scope to improve the environmental conditions and also the surface water and canal aesthetic.

Proposed Action:

Staff recommends approval in order to improve public safety, flood control, water quality, and canal aesthetics.

Attachment:

1. Agenda
2. RFP



MEMORANDUM

To: Mayor Myra L. Taylor
Vice Mayor Joseph L. Kelley
Commissioner Timothy Holmes
Commissioner Dorothy Johnson
Commissioner Luis B. Santiago

FROM: Kelvin L. Baker, City Manager

DATE: April 14, 2014

RE: Request for Proposal (RFP) for the Burlington Street Canal Improvements

Request: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN BUILD SERVICES FOR THE BURLINGTON STREET CANAL DREDGING, BANK RESTORATION, AND STABILIZATION WITH SLOPE CORRECTION, PAYABLE FROM ACCOUNT NUMBER 35-535630 (BUDGETED)

Description: The purpose of this Request for Proposals is to seek service of a qualified professional firm to provide design-build services to the City of Opa-locka for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction. The design-build services will include design, applicable permits, and construction per local, County, State and other applicable standards, rules and regulations.

Account Number: 35-535630.

Financial Impact: This project is budgeted and partially funded by FDEP grant.

Implementation Time Line: As soon as possible.

Legislative History: None

Recommendation(s): Staff recommends approval in order to improve public safety, flood control, water quality, and canal aesthetics.

Analysis:

The Burlington Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the

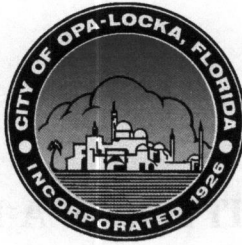
adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has deteriorated as residents are complaining about the threat to their property and public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view. The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration and stabilization will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging will be included in the scope to improve the environmental conditions and also the surface water and canal aesthetic.

ATTACHMENT(S):

1. RFP

PREPARED BY: Maqsood Mohammad Nasir, PE, CIP Director/City Engineer

END OF MEMORANDUM



RFP NO: 14-XXXXXXX

**REQUEST FOR DESIGN BUILD PROPOSAL
FOR
BURLINGTON STREET CANAL**

CITY OF OPA LOCKA 3400 NW 135TH STREET, BUILDING-B, OPA LOCKA, FLORIDA 33054



CITY OF OPA-LOCKA

Advertisement for Request for Proposals

RFP NO: 14-XXXXXXX
BURLINGTON STREET CANAL

Design Build Proposals for the Burlington Street Canal will be received by the City of Opa-locka at the Office of the City Clerk, 3400 NW 135th Street, Building-B, Opa-locka, Florida 33054, **xxxxx by 1:00 p.m.** Any proposals received after the designated closing time will be returned unopened.

The purpose of this Request for Proposals is to seek service of a qualified professional firm to provide design-build services to the City of Opa-locka for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction.

An original and five (6) copies a total of seven (7) plus 1 copy of the proposal on CD's in PDF format of the proposal shall be submitted in sealed envelopes/packages addressed to Joanna Flores, City Clerk, City of Opa-Locka, Florida, and marked **BURLINGTON STREET CANAL**. Proposers desiring information for use in preparing proposals may obtain a set of such documents from the Clerk's Office, 3400 NW 135th Street, Building-B, Opa-locka, Florida 33054, Telephone (305) 953-2800 or copies of the RFP NO: **13- XXXXXXXX** requirements may also be obtained by visiting the City's website at www.opalockafl.gov, (click "RFQ /PROPOSALS" located on the right hand side of the screen and follow the instructions).

Bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance. The bidder must comply with all grants requirements as the project is partially funded by FDEP grants and/or will be funded by any other grant sources.

Note that bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the RFP NO: 11-XXXXXXX requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores

City Clerk

Dated:

Published:

1. INTRODUCTION

1.1. PURPOSE AND GENERAL INFORMATION

The City of Opa-locka is requesting responses to this Request for Proposal (RFP) to enter into a contract with qualified firm(s) to provide design build services for the complete rehabilitation of City of Opa-locka for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction.

A copy of this RFP can be obtained from the City of Opa-locka website at www.opalockafl.gov until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addendums. Copies of this RFP can also be obtained from the Purchasing Officer at City of Opa-locka, 3400 NW 135th Street, Building-B, Opa-Locka, FL 33054. If you have any questions, please call the contact identified below as it relates to your concern. Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the City of Opa-locka contact listed prior to the deadline indicated below.

Responses are due prior to the deadline indicated above and must be delivered or mailed to the City of Opa-locka City Clerk's Office located at 3400 NW 135th Street, Building-B, Opa-locka FL 33054. **Late responses will not be accepted – NO EXCEPTIONS.**

The awarded bidder must comply with grants requirements as the project is partially funded by the grant(s) and/or will be funded any other available grants. The grant(s) compliance requirements will be included in the contract agreement. Listed below are a few of the laws, rules, and regulations that apply to state and federal funds.

State Funds

- Section 215.97, Florida Statutes
- Project CSFA # (Catalog of State Financial Assistance)
- Compliance Supplement
- Department of Financial Services - Reference Guide for State Expenditures
- Any applicable Florida Administrative Code
- State agency rules, policies, etc.

Bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance.

Note that bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin.

1.2. DEFINITIONS

In this RFP the following definitions shall apply:

"City" means the City of Opa-locka;

"City Representative" has the meaning set out in section 2.2;

"City Website" means www.Opa-lockafl.gov

"Closing Time" has the meaning set out in section 2;

"Contract" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

"Evaluation Team" means the team appointed by the City;

"Information Meeting" has the meaning set out in section 2.1;

"Preferred Proponent(s)" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

"Proponent" means an entity that submits a Proposal;

"Proposal" means a proposal submitted in response to this RFP;

"RFP" means this Request for Proposals;

"Services" has the meaning of any and all construction and administration work necessary to complete this project

"Site" means the place or places where the Services are to be performed; and

2. PROPOSAL SCHEDULE

Closing Time and Address For Proposal Delivery

Proposals must be received by the office of:

Office of the City Clerk

3400 NW 135th Street, Building-B

Opa-locka, Florida 33054

CONFIDENTIAL – DO NOT OPEN

Proposal Closing Date & Time: **XXXXXXX, 2014 at 1:00 P.M.** (local time).

The City will open Proposals in a public setting.

Bid Opening Date & Time: **July 5, 2014, 1:00 P.M.** (local time).

Proposal Evaluation Date & Time: **XXXXXXX, 2014 at 10:00 A.M.** (local time).

Bid Opening and Evaluation Location:

3400 NW 135th Street, Building-B, Opa-locka, Florida 33054
Submissions by fax [or email] will not be accepted.

2.1. INFORMATION MEETING

An optional information meeting (pre-proposal meeting) will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "**Information Meeting**") on **XXXXXXX, 2013 at 1:00 A.M.** at City Hall, 3400 NW 135 Street, Building-B, second Floor, Opa-locka, Florida 33054. Attendance is optional for all Proponents; any proposal received that was not represented during the Information Meeting shall be disqualified.

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.2. AMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signator of the Proponent in the same manner as provided in the original proposals.

All inquiries related to this RFP should be directed in writing, via fax or e-mail to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

City Representative: Ms. Rose McKay

Phone: 305 953 2826 ext 1307

Fax: 305 953 2900

Email: rmckay@opalockafl.gov

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.3. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.3. ADDENDA

If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City Website at <http://www.Opa-lockafl.gov> (the "**City Website**") and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective

unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.5. STATUS INQUIRIES

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1. PACKAGE

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2. FORM OF PROPOSAL

Proponents should complete the form of Proposal attached as Schedule A. Proponents are encouraged to use the form provided and attach additional pages as necessary. Proponents should also provide the requested information as listed in Section 4(b) as part of the proposal.

3.3. SIGNATURE

The legal name of the person or firm submitting the Proposal should be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. **EVALUATION AND SELECTION**

4.1. **EVALUATION TEAM**

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponent(s) to the City.

Proposal(s) that satisfy the minimum requirements will be scored as follows:

Letter of Introduction	5 points
Price Proposal	55 points
Conceptual Plans	10 points
Local Hire	15 points
References.....	10 points
DBE Preference Firm(s).....	5 points

4.2. **EVALUATION CRITERIA**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) **PRICE PROPOSAL**

The City will consider the proponent's price proposal in terms of accuracy, completeness, value, local market and substantiated industry standards. The bid price must be supported by the conceptual plans and the total lump sum price must be justified by the cost break down.

(b) **CONCEPTUAL PLANS**

The conceptual plan must include site visit report with findings. The conceptual plans must be on aerial map and the bidder must include color printout on 11"x17" paper. The plans must be very clearly understandable and cross sections for the dredging and bank slope correction must be included. The slope stabilization materials must be identified and must be acceptable to the regulatory agencies in addition to the city engineer.

(c) **EXPERIENCE**

The City will consider the proponent's past experience in undertaking similar projects in type, scope, and budget.

At a minimum, the proposal should contain the following information:

- **Business Organization** - State the full name, address, phone number and fax number of your business and whether you operate as an individual, partnership, or corporation. Also indicate if you are a female or minority owned and/or operated business.
- **List of business's experience** with federal, state or municipal programs pertaining to sidewalk replacement. If applicable, also identify other services performed for federal, state or municipal programs.
- **Fee Schedule** - Please state your standard fee schedule according to the standard formats of compensation.

- **Proof of appropriate state certifications** - Provide proof that you are licensed to operate in Florida and are lead certified.
- **Management Summary** - Include a brief narrative description of the proposed services that will be delivered and the equipment available to perform the services.
- **Qualifications** - Please indicate completed projects of similar nature. Also indicate a contact person for each reference cited.
- **References** - References from at least two (2) clients preferably municipalities for whom your company has provided similar services within the last two (2) years. The references should include the name, address and telephone number of a contact person for each reference cited.
- **List of firm's insurance policies**, the insurer, policy numbers and amount pertaining to required services.

(c) **LOCAL WORK FORCE PARTICIPATION**

The Evaluation Team will consider the Proponent's organization ability to implement initiatives in compliance with section 3 Federal requirements for local employment, training and contracts with project area businesses. The bidders must make commitment to hire local residents within the city limits. Project specific policy to hire local residents with numbers, i.e. how many project specific employees are projected to be hired from the city must be included in the bid package.

(d) **DBE Preference:**

The Evaluation Team will consider the Proponent's Disadvantage Business Enterprise Certification.

FINANCIAL ABILITY AND RESOURCES

The Evaluation Team will consider the Proponent's organization financial ability and resources to carry out the project.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3. LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.4. ADDITIONAL INFORMATION

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.5. NEGOTIATION OF CONTRACT AND AWARD

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the City and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The City is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City, or cancel the competition at any time without award. Thereafter, the City may issue a new Invitation / Request, sole source or do nothing.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the City of Opa-locka unless otherwise requested by the contractor at the time of submission.

5. GENERAL CONDITIONS

5.1. NO CITY OBLIGATION

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2. PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing

and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3. NO CONTRACT

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4. CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the City's request.

5.5. SOLICITATION OF COMMISSION MEMBERS

Proponents and their agents will not contact any member of the City Commission or City staff with respect to this RFP at any time prior to the award of a contract or the termination of this RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

5.6. CONFIDENTIALITY

All submissions become the property of the City and will not be returned to the Proponent. The City will hold all submissions in confidence unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of the State of Florida

6. SCOPE OF SERVICES

- 6.1 The purpose of this Request for Proposals is to seek service of a qualified professional contractor to provide design-build services for dredging, bank restoration & stabilization, and slope correction for the Burlington Street Canal in the City of Opa-locka. The design-build services will include design, applicable permits, and construction per local, County, State and other applicable standards, rules and laws.

The Burlington Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has deteriorated as residents are complaining about the threat to their property and the threat to public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view. The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging to be included in the scope to improve the environmental conditions and also the surface water and canal aesthetic based on condition assessment per site visit. The detail findings and engineering concept must be outlined in the conceptual plans. Detail cost breakdown is a must to justify the total lump sum cost.

6.2 The contract awarded firm(s) will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within seven (7) to ten (10) working day at the expense of the contractor. Contractor will need to make sure that all trees, shrubs and signs are protected and not damaged during construction. If damage occurs, the contractor will be liable for such damages. The areas of improvements will be as indicated in the work order.

6.3 It is expressly agreed and understood that the contract awarded firm(s) is, in all respects, an independent firm(s) as to work; however, in certain aspects, the Contractor is bound to follow the directions of the City at the time of repair and/or construction, and that the firm(s) is in no respect an agent, servant or employee of the City.

6.4 The contract awarded firm's (contractor's) timeliness and delivery of quality products shall be monitored by the City. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the City, shall do whatever is necessary to perform the work properly at no additional cost to the City. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified. Failure to perform the work in the time specified in the work order will trigger liquidity damages of \$750/day.

6.5 The City of Opa-locka reserves the right to select the qualified firm(s) which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its service level expectations. The City reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City of Opa-locka.

7. COMPLIANCE WITH APPLICABLE LAWS

All work shall conform to all applicable federal, state, county, and local requirements.

8. INSURANCE REQUIREMENTS

8.1 The selected service provider shall agree to indemnify and hold harmless the City of Opa-locka and its officers, agents, and employees from any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the City of Opa-locka or its officers, agents, or employees in connection with said contract.

8.2 The City will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Miami Dade County, Florida, and in amounts satisfactory to the City.

8.3 The successful Contractor, within ten days after the contract award, shall furnish the City with proof of insurance as stated in Attachment A.

8.4 The City of Opa-locka shall be named as additional insured on all policies as directed in

Attachment A. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

9. AGREEMENT/EXCEPTIONS

9.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.

9.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the City of Opa-locka and the selected Contractor unless and until the City agrees to accept such exceptions.

9.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the City and selected Contractor.

9.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.

9.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the City of Opa-locka.

9.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the City of Opa-locka, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the municipality. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

9.7 A provision to the effect that the municipality, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for the purpose of making audit, examination, excerpts and transcriptions. The City of Opa-locka shall require contractors to maintain all required records for five (5) years after the City of Opa-locka makes final payments and all other pending matters are closed.

10. PROPOSAL SUBMITTAL

One original plus five (5) copies for a total six (6) of the entire bid package must be submitted to the City of Opa-locka as follows:

City of Opa-locka

City Clerk's Office

3400 NW 135th Street, Building-B
Opa-locka, FL-33054

All proposals must be received prior to **xxxxxxxx, 2014 at 10:00 am**. Proposals may be mailed or dropped off at the Clerk's Office. Proposals must be received in the City Clerk's Office by 10:00 am for it to be considered in the RFP review process.

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the company. Additionally, the undersigned declares that he/she has carefully examined all the items of the specifications and instructions and that he/she fully understands the requirements of same.

Authorized Representative's Signature_____ **Printed**

Name_____ **Title of Signatory**_____

Company Name_____

Address_____ **Phone#/Fax**

#_____ **Email address**_____

ATTACHMENT "A"

There shall be no aggregate limitation to the coverage provided under any of the insurance sections stated.

A. Contractor's and Sub-Contractor's Insurance

The Contractor shall not be awarded work under this contract unless the insurance required under this section has been obtained. The Contractor shall not permit any sub-contractor to commence work on a sub-contract unless like insurance has been obtained by the sub-contractor. The insurance required shall contain a thirty (30) day written notice to the City of Opa-locka, c/o CIP Directro, 3400 NW 135th Street, Building -B, Opa-locka FL 33054 of cancellation, non-renewal or material change in coverage. The Contractor will provide a current Certificate of Insurance.

B. Worker's Disability Compensation Insurance

The Contractor shall procure and maintain during the life of this contract Worker's Disability Compensation Insurance as required by law for all of his/her employees to be engaged in work on the project under this contract, and in case any such work is sub-let, the Contractor shall require the sub-contractor similarly to provide Worker's Disability Compensation Insurance for all of the latter's employees to be engaged in such work in the statutory amount required.

C. Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract, Contractor's Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, each occurrence and Contractor's Property Damages Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

D. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and property damage in an amount of not less than One million Dollars (\$1,000,000.00) for each occurrence. The Contractor shall procure and maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

E. Owner's and Contractor's Protective Public Liability and Property Damage Insurance

The Contractor shall procure and maintain, during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall include motor vehicle exposure.

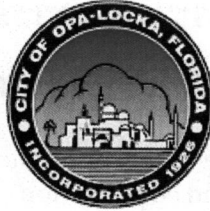
F. City of Opa-locka as Additional Insured

The City of Opa-locka, including elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, shall be named specifically as an Additional Insured with respect to the operations of the Contractor and/or sub-contractor for the City of Opa-locka and a copy of an Endorsement to this effect shall be supplied for each policy involved.

ATTACHMENT "B"

SPECIFICATIONS AND DRAWINGS

- 1 The Contractor shall be responsible for securing the services of a design consultant to prepare the design necessary for permits and construction.
- 2 The Contractor is solely responsible for safety in all project areas. The Contractor shall erect such barricades and provide other traffic control measures, such as flagmen, as may be necessary to ensure the safety of the public as necessary.
- 3 The Contractor shall be responsible for the erection and maintenance of barricades, safety fences, and other safety control measures for the complete time of completion of this project. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the traveling and walking public.
- 4 The Contractor shall be responsible to restore the area of work to its original condition.
- 5 The conceptual plan must include site visit report highlighting the findings.
- 6 The canal bank slope must be corrected with proper stabilization per South Florida Water Management District criteria.



**INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT (Return this statement on
company letterhead with your proposal)**

KNOW ALL MEN BY THESE PRESENTS: That _____ (Contractor/Company)

By and through the undersigned _____ (Individual),

Its _____ (Title), respectively, agrees to indemnify and hold harmless the City of Opa-

locka, a Florida Municipal Corporation, 3400 NW 135th Street, Building-B, Opa-locka Fl 33054

(hereinafter "City"), its Commissioners, administrators, employees, attorneys, affiliates, successors

and assigns from any and all liability arising, directly or indirectly, from the following activity:

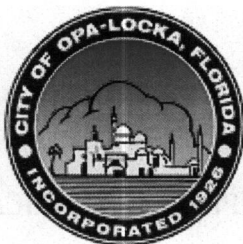
All contract related work in the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Commission, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above-referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless Agreement exclude the sole acts and/or the sole omissions to act on the part of the City of Opa-locka.

(Signature of person submitting bid)

Subscribed and sworn this _____ day of _____, 2014 before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:



NON-COLLUSION AFFIDAVIT (Return this statement on company letterhead with your proposal)

_____ being duly sworn deposes and says:

That he/she is _____

(State official capacity in firm) The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Opa-locka or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Signature of person submitting bid)

Subscribed and sworn this _____ day of _____, 2014 before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:



DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by _____ the

(Name)

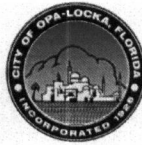
_____ of _____
(Title/Position) (Company)

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

Date

Signature

incidental work and services required for the completion of the work.



RFP NO: 14-XXXXXXX

BIDDER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

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

8. Provide a list of at least five commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

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

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



RFP NO: 14-XXXXXXX

BID BOND

PROJECT NAME: _____

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and

_____, as Surety, are held and firmly bound unto the City of
Opa-locka, a municipal corporation of the State of Florida in the sum of
_____ Dollars (\$ _____),
lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated _____, 2014 for
the _____ Project.

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in
the amount of five percent (5%) of the Base Bid be submitted with said Bid as a
guarantee that the PROPONENT would, if awarded the Contract, enter into a written
Contract with the City for the performance of said Contract, within ten (10) consecutive
calendar days after written Notice of Award.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten
(10) consecutive calendar days after written Notice of Award, enters into a written
Contract with the City of Opa-locka and furnishes the Performance and Payment
Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of
the Contract Price, and provides all required Certificates of Insurance, then this obligation
shall be void; otherwise the sum herein stated shall be due and payable to the City of
Opa-locka and the Surety herein agrees to pay said sum immediately, upon demand of the
City, in good and lawful money of the United States of America, as liquidated damages for
failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2012, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE
OF:

(Seal) (Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

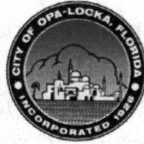
Secretary

(Corporate Surety)*

B
y
:

*Impress Corporate Surety Seal

IMPORTANT Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.



RFP NO: 14-XXXXXXX

PRICE PROPOSAL FORM

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

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

LUMP SUM PRICE: \$ _____ Dollars
and _____ Cents

Attach the itemized price based on the plans, and specifications.

1. The ENTIRE WORK shall be completed, in full, within Calendar days from the date stipulated in the NOTICE TO PROCEED.

Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as indicated in 18.23.

2. Communications concerning this Bid shall be addressed to:

PROPONENT: _____
Address: _____

Telephone: _____
Facsimile: _____
Attention: _____

3. The terms used in this RFP which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED
THIS

DAY OF

2014.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title

Sponsored by: City Manager

RESOLUTION NO. 14-8841

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC, IN AN AMOUNT NOT TO EXCEED \$1,636,167.00, FOR DESIGN BUILD SERVICES FOR THE BURLINGTON STREET CANAL DREDGING, BANK RESTORATION, AND STABILIZATION WITH SLOPE CORRECTION, PAYABLE FROM ACCOUNT NUMBER 43-5386327, A BUDGETED ITEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka desires to award the contract to Landshore Enterprises for design-build services for the Burlington Street Canal; and

WHEREAS, the goal of the project is to improve public safety, flood control water quality, and canal aesthetics; and

WHEREAS, the services for the dredging, bank restoration, and stabilization with slope correction will take place in three (3) phases based on available grants; and

WHEREAS, this project is budgeted and partially funded by FDEP grant with the first phase of the design-build services limited to available FDEP grant; and

WHEREAS, Landshore Enterprises, LLC ranked number 1 based on the review by the Evaluation Committee; and

WHEREAS, the City Commission of the City of Opa-locka desires the City Manager to enter into an agreement with Landshore Enterprise, LLC, a design-build firm, for improvements to Burlington Street Canal.

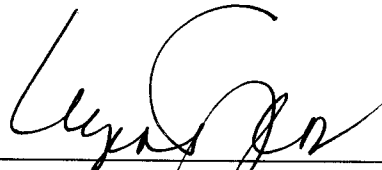
**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION
OF THE CITY OF OPA-LOCKA, FLORIDA:**

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

Section 2. The City Commission of the City of Opa-locka, directs and authorizes the City Manager to enter into an agreement with Landshore Enterprise, LLC, a design-build firm, for design build services for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction, payable from Account Number 43-5386327, a budgeted item.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2014.



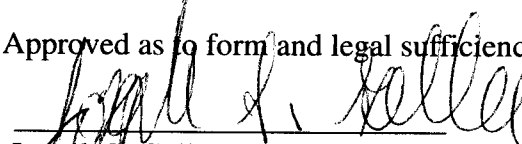
MYRA TAYLOR
MAYOR

Attest to:



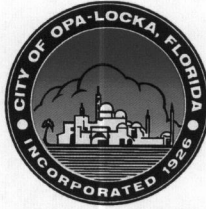
Joanna Flores
City Clerk

Approved as to form and legal sufficiency



Joseph S. Geller
GREENSPOON MARDER PA
City Attorney

Moved by:	COMMISSIONER HOLMES
Seconded by:	COMMISSIONER JOHNSON
Commission Vote:	5-0
Commissioner Holmes:	YES
Commissioner Johnson:	YES
Commissioner Santiago:	YES
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES



City of Opa-Locka Agenda Cover Memo

Commission Meeting Date: 09/10/2014			Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: Account# 43-5386327	<i>(Enter Fund & Dept)</i> Ex: FDEP Grants		Advertising Requirement: <i>(Enter X in box)</i> RFP#: 14-3007100	Yes X		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	14-3007100			
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 ☐	Will improve public safety, flood control, water quality, and canal aesthetics.			
Sponsor Name	City Manager		Department:	City Manager-CIP			

Short Title:

Burlington Street Canal Improvements

Staff Summary:

The purpose of this resolution is to receive design-build services from Landshore Enterprises, LLC for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction. The design-build services will include design, applicable permits, and construction per local, County, State and other applicable standards, rules and regulations. The Burlington Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has deteriorated as residents are complaining about

the threat to their property and public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view. The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration and stabilization will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging will be included in the scope to improve the environmental conditions and also the surface water and canal aesthetic.

Proposed Action:

Staff recommends approval in order to improve public safety, flood control, water quality, and canal aesthetics.

Attachment:

1. Agenda
2. Evaluation Summary



MEMORANDUM

To: Mayor Myra L. Taylor
Vice Mayor Joseph L. Kelley
Commissioner Timothy Holmes
Commissioner Dorothy Johnson
Commissioner Luis B. Santiago

FROM: Kelvin L. Baker, City Manager

DATE: September 03, 2014

RE: Burlington Street Canal Improvements

Request: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC IN THE AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED THIRTY SIX THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS (\$1,636,167.00) FOR THE DESIGN BUILD SERVICES FOR THE BURLINGTON STREET CANAL DREDGING, BANK RESTORATION, AND STABILIZATION WITH SLOPE CORRECTION IN MAXIMUM THREE DIFFERENT PHASES BASED ON AVAILABLE GRANTS, PAYABLE FROM ACCOUNT NUMBER 43-5386327 (BUDGETED).

Description: The purpose of awarding the contract to Landshore Enterprises is to receive design-build services for the Burlington Street Canal dredging, bank restoration, and stabilization with slope correction. The design-build services will include design, applicable permits, and construction per local, County, State and other applicable standards, rules and regulations. The goal of the project is to improve public safety, flood control, water quality, and canal aesthetics.

Account Number: 43-5386327

Financial Impact: This project is budgeted and partially funded by FDEP grant. The project will be in construction in maximum three different phases based on available grants money. The 1st phase of the design-build services will be limited to available FDEP grant.

Implementation Time Line: As soon as possible.

Recommendation(s): City received total three bids and evaluation result is summarized below:

Vendor	Quote	Score	Rank
Landshore Enterprises, LLC	\$1,636,167.00	431	1st
C&I Construction and Design, Inc.	\$1,625,998.00	408	2nd
Florida Engineering & Development Corp.	\$2,408,000.00	230	3rd

Landshore Enterprises, LLC is the most responsive and highest ranked bidder. Awarding Contract to Landshore Enterprises, LLC is for the best interest of the city.

Analysis:

The Burlington Street Canal current does not comply with required slope per South Florida Water Management District criteria. The Canal has progressive bank erosion which is already impacting the adjacent private properties. The bank is very sharp and uneven and is health hazard. The existing condition of the Canal bank has deteriorated as residents are complaining about the threat to their property and public safety. The unprotected Canal bank is degrading the surface water quality and canal is losing its aesthetic view. The Canal bank has to be restored to ensure required slope compliance with the South Florida Water Management District regulations. The slope restoration and stabilization will enhance public safety, address surface water quality and will also protect adjacent properties. The restoration and related dredging will be included in the scope to improve the environmental conditions and also the surface water and canal aesthetic.

ATTACHMENT(S):

1. Evaluation Summary

PREPARED BY: Maqsood Mohammad Nasir, PE, CIP Director/City Engineer

END OF MEMORANDUM

EVALUATION REVIEW FOR RFP 14-3007100

BURLINGTON STREET CANAL

	Florida Engineering & Development	Landshore Enterprises, LLC	C & I Construction & Design
Price (lump sum) max pts 55			
Gerald	37	54	55
Delia	37	54	55
Airia	37	54	55
Vernell	37	54	55
Shaquellia	37	54	55
Local Hire - max pts 15			
Gerald	0	15	5
Delia	0	10	10
Airia	0	10	4
Vernell	0	15	10
Shaquellia	0	15	3
Conceptual Plans - max pts 10			
Gerald	3	5	8
Delia	5	5	5
Airia	3	6	9
Vernell	4	5	8
Shaquellia	5	6	8
References - max pts 10			
Gerald	0	10	5
Delia	0	10	10
Airia	0	4	4
Vernell	0	10	10
Shaquellia	0	10	10
DBE Preference - max pts 5			
Gerald	0	0	0
Delia	0	0	0
Airia	0	0	0
Vernell	0	0	0
Shaquellia	0	0	0
Letter of Introduction - max pts 5			
Gerald	5	5	5
Delia	5	5	5
Airia	5	5	5
Vernell	5	5	5
Shaquellia	5	5	4
TOTALS	230	431	408

EVALUATION REVIEW FOR RFP 14-3007100

BURLINGTON STREET CANAL

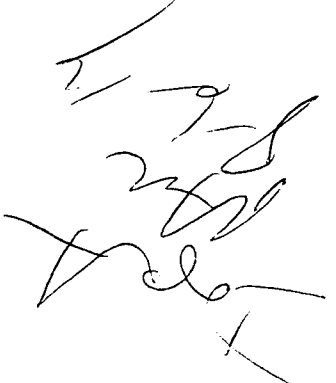
	Florida Engineering & Development	Landshore Enterprises, LLC	C & I Construction & Design
Price (lump sum) max pts 55	37	54	55
Local Hire - max pts 15	0	15	5
Conceptual Plans - max pts 10	3	5	8
References - max pts 10	0	10	10
DBE Preference - max pts 5	0	0	0
Letter of Introduction - max pts 5	5	5	5


 SIGNATURE

8/6/14
 DATE

Grand Corp

PRINT NAME



EVALUATION REVIEW FOR RFP 14-3007100

BURLINGTON STREET CANAL

	Florida Engineering & Development	Landshore Enterprises, LLC	C & I Construction & Design
Price (lump sum) max pts 55	37	54	55
Local Hire - max pts 15	0	10	10
Conceptual Plans - max pts 10	5 max	5	5 max
References - max pts 10	0	10	10
DBE Preference - max pts 5	0	0 max	0
Letter of Introduction - max pts 5	5	5	5

Michael 8-6-14
SIGNATURE DATE

Ben R Kennedy
PRINT NAME

X
8/5/14
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

EVALUATION REVIEW FOR RFP 14-3007100

BURLINGTON STREET CANAL

	Florida Engineering & Development	Landshore Enterprises, LLC	C & I Construction & Design
Price (lump sum) max pts 55	37	54	55
Local Hire - max pts 15	0	10	4
Conceptual Plans - max pts 10	3	6	9
References - max pts 10	0	4	4
DBE Preference - max pts 5	0	0	0
Letter of Introduction - max pts 5	5	5	5

d. [Signature] . 8-6-2014
SIGNATURE DATE

AERIN AUSTIN
PRINT NAME

Handwritten notes and signatures in the top right corner.

BURLINGTON STREET CANAL

SIGNATURE _____ DATE Dec 6, 2014

PRINT NAME VERNA SPB L E

11-5-80

EVALUATION REVIEW FOR RFP 14-3007100

BURLINGTON STREET CANAL

	Florida Engineering & Development	Landshore Enterprises, LLC	C & I Construction & Design
Price (lump sum) max pts 55	37	54	55
Local Hire - max pts 15	0	15	3
Conceptual Plans - max pts 10	5	6	8
References - max pts 10	0	10	10
DBE Preference - max pts 5	0	0	0
Letter of Introduction - max pts 5	5	5	4




 SIGNATURE DATE

Shiquella Holmes
 PRINT NAME

8/6/14
 55.5
 37



DESIGN BUILD CONTRACTOR AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

Landshore Enterprises, LLC

FOR

Burlington Street Canal Slope Restoration

Completion of Phase I

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2021, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
"CITY,"

and

Landshore Enterprises, LLC

A licensed Company, authorized to do business in the State of Florida,
hereinafter "DESIGN BUILD CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and DESIGN BUILD 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 requested proposals for **Burlington Street Canal Slope Restoration** indicating the CITY's desire to hire a DESIGN BUILD CONTRACTOR to perform this work.
- 1.2 On **October 27, 2021**, the CITY awarded the DESIGN BUILD CONTRACTOR and authorized the proper CITY officials to enter into an agreement with DESIGN BUILD CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The DESIGN BUILD CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to prepare plans, specifications, permitting and complete construction of Burlington Street Canal Site No.1, a copy of the RFP is attached hereto and specifically made a part of this agreement as Composite **Exhibit "A"**.
- 2.2 DESIGN BUILD CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with DESIGN BUILD CONTRACTOR, that DESIGN BUILD CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by DESIGN BUILD CONTRACTOR pursuant to the terms of this Agreement.
- 2.3 DESIGN BUILD CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **three (3) years** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises DESIGN BUILD CONTRACTOR, DESIGN BUILD CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.4 DESIGN PHASE

DESIGN BUILD CONTRACTOR should cause for the proposed improvements under this agreement to be designed according to the all applicable Miami-Dade County and City of Opa-locka requirements. Copies of the construction documents should be submitted to City staff for review and approval prior to submittal for permitting. At a minimum the design phase shall include the following:

- Preliminary Engineering
- Field Investigations
- Dredging Requirements
- Survey
- Basis of Design
- Final Design of cross sections

2.5 PERMITTING

- Obtain all permit approvals from all applicable regulatory agencies and City of Opa-locka Building and Licensing Department.

2.6 CONSTRUCTION

Upon concurrence and award of the DESIGN BUILD CONTRACTOR, Landshore Enterprise, LLC, shall initiate the design, permitting and subsequently the construction to begin and the work to take place as outlined below:

- Construction
- Coordination with City for construction inspections
- Final certification of Slope Restoration by the City of Opa-Locka and Miami-Dade County – South Florida Water Management District Permitting Section.
- The DESIGN BUILD CONTRACTOR shall provide As-Built Drawings at the project closeout.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The DESIGN BUILD CONTRACTOR shall commence work to be performed under this Agreement within five (5) working days from the Notice to Proceed (NTP) and shall complete on/before December 31, 2022.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by DESIGN BUILD CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of DESIGN BUILD CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by DESIGN BUILD CONTRACTOR for which liquidated damages are due.
- 3.3 DESIGN BUILD CONTRACTOR's failure to perform the work specified in this Agreement shall result in DESIGN BUILD CONTRACTOR being required to pay liquidated damages in the Amount \$750 per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

DESIGN BUILD CONTRACTOR SUM

- 4.1 The CITY hereby agrees to pay DESIGN BUILD CONTRACTOR for the faithful performance of this Agreement, **\$455,531.30** for work to be completed in accordance with the "Proposal" submitted by DESIGN BUILD CONTRACTOR. Work completed by the DESIGN BUILD CONTRACTOR shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "B", with no change in the price shown. A total contract price hereto is referred to as DESIGN BUILD CONTRACTOR Sum and shall be **Four Hundred Fifty-Five Thousand Five Hundred Thirty-One Dollars and 30/100 (\$455,531.30).**

- 4.2 Notwithstanding any other provision of this DESIGN BUILD CONTRACT, the DESIGN BUILD CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of three (3) years after final payment and shall immediately correct any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by DESIGN BUILD CONTRACTOR except those previously made and still unsettled.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the DESIGN BUILD CONTRACTOR to the Owner, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the DESIGN BUILD CONTRACT Sum to the DESIGN BUILD CONTRACTOR as provided below and elsewhere in the DESIGN BUILD CONTRACT Documents.
- 5.2 The period covered by each Application for payment shall be one calendar month ending on the *last* day of the month, or as follows:
- 5.2.1. The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.
- 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the DESIGN BUILD CONTRACTOR in accordance with the DESIGN BUILD CONTRACT Documents. The Schedule of Values shall allocate the entire DESIGN BUILD CONTRACT Sum among the various portions of the Work and *be* prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the DESIGN BUILD CONTRACTOR's Applications for Payment.
- 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.2.4. Subject to the provisions of the DESIGN BUILD CONTRACT Documents, the amount of each progress payment shall be computed as follows:
- 5.2.4.1 Take that portion of the DESIGN BUILD CONTRACT Sum properly allocable to completed Work as determined by multiplying the percentage

completion of each portion of the Work by the share of the total DESIGN BUILD CONTRACT Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the DESIGN BUILD CONTRACT to the Owner for a deletion or change which results in a net decrease in the DESIGN BUILD CONTRACT Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.2.4.2 Add that portion of the DESIGN BUILD CONTRACT Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%):

5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.

5.3 The progress payment amount determined in accordance with the above shall be further modified under the following circumstances:

5.4

5.3.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the DESIGN BUILD CONTRACT Sum, less such amounts as the Construction Manager recommends and the Owner determines for incomplete Work and unsettled claims; and

5.4 Reduction or limitation of retainage, if any, shall be as follows: **None**

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the DESIGN BUILD CONTRACT Sum, shall be made by the Owner to the DESIGN BUILD CONTRACTOR when (1) the DESIGN BUILD CONTRACT has been fully performed by the DESIGN BUILD CONTRACTOR except for the DESIGN BUILD CONTRACTOR's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a final Project Certificate for Payment *has* been issued by the Owner and 3) the DESIGN BUILD CONTRACTOR has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7

DESIGN BUILD CONTRACTOR'S LIABILITY INSURANCE

- 7.1 The DESIGN BUILD CONTRACTOR shall not commence work under this DESIGN BUILD CONTRACT until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the DESIGN BUILD CONTRACTOR allow any SUB-CONTRACTOR, if applicable, to commence work on a SUB-CONTRACT until all similar such insurance required of the SUB-CONTRACTOR has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the DESIGN BUILD 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 DESIGN BUILD CONTRACT, then in that event, the DESIGN BUILD CONTRACTOR shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the DESIGN BUILD CONTRACT and extension there under is in effect. The DESIGN BUILD CONTRACTOR shall not continue to work pursuant to this DESIGN BUILD CONTRACT unless all required insurance remains in full force and effect.
- 7.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
- (a) Workers' Compensation Insurance – as required by law;
 - (b) Employer's Liability Insurance - \$1,000,000 per occurrence;
 - (c) Automobile Liability Insurance - \$2,000,000 per occurrence, \$1,000,000 per accident;
 - (d) Accident for bodily injury \$300,000 and \$1,000,000 per accident for property damage.
 - (e) Professional liability insurance of each design consultant- minimum \$500,000.

- 7.6 The DESIGN BUILD CONTRACTOR shall hold the CITY, its 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.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 8

PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this DESIGN BUILD CONTRACT, the DESIGN BUILD CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

ARTICLE 9

DESIGN BUILD CONTRACTOR'S INDEMNIFICATION

- 9.1 The DESIGN BUILD CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by DESIGN BUILD CONTRACTOR. The DESIGN BUILD CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The DESIGN BUILD 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 DESIGN BUILD CONTRACTOR's negligent acts, errors, or omissions.
- 9.3 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 10

INDEPENDENT DESIGN BUILD CONTRACTOR

- 10.1 This Agreement does not create an employee/employer relationship between the parties.

It is the intent of the parties that the DESIGN BUILD CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for any 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 and similar laws. The DESIGN BUILD CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the DESIGN BUILD CONTRACT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the DESIGN BUILD CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by DESIGN BUILD CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

DESIGN BUILD CONTRACTOR BOND

The DESIGN BUILD CONTRACTOR is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-Locka as the obligee, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 12.1 CITY or DESIGN BUILD 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 the provisions of the Code of Ordinances of the CITY and must be contained in 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 DESIGN BUILD CONTRACTOR

ESTIMATED PROJECT COMPLETION DATE

- 12.2 In no event will the DESIGN BUILD CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 13

TERM AND TERMINATION

- 13.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon written notice by the CITY to DESIGN BUILD CONTRACTOR in which event the DESIGN BUILD CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the DESIGN BUILD CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full DESIGN BUILD CONTRACT sum. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by DESIGN BUILD CONTRACTOR shall become the property of CITY and shall be delivered by DESIGN BUILD CONTRACTOR to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 DESIGN BUILD 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; CONSULTANT's proposal as set forth in Exhibit "B"; the RFP, Exhibit "A" and any other exhibits thereto, or to this Agreement. However, the language of the RFP shall be amended as follows: The DESIGN BUILD CONTRACTOR will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost unless otherwise agreed to by the parties in writing.

ARTICLE 15

MISCELLANEOUS

- 15.1 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 DESIGN BUILD CONTRACT shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

15.2 Assignments:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by DESIGN BUILD CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of DESIGN BUILD CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

DESIGN BUILD CONTRACTOR shall keep books and records and require any and all SUB-CONTRACTORS 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 DESIGN BUILD CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, or for such longer period as is required by law. 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.

15.4 Ownership of Documents:

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

DESIGN BUILD CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the DESIGN BUILD 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 DESIGN BUILD 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 DESIGN BUILD CONTRACT Sum or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 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, 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 DESIGN BUILD CONTRACTOR and the CITY designate the following as the respective places

for giving of notice:

CITY: John E. Pate, City Manager
780 Fisherman, 4th Floor
Opa-locka, FL 33054

COPY TO: Burnadette Norris-Weeks, City Attorney
401 NW 7th Avenue
Fort Lauderdale, FL 33311

COPY TO: Airia Austin, CIP Director
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

DESIGN BUILD CONTRACTOR: Landshore Enterprises, LLC

15.7 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.

15.8 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.

15.9 Headings:

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.10 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.

15.11 Governing Law:

This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

15.12 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.

15.13 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.

15.14 Extent of Agreement:

This Agreement, together with all DESIGN BUILD CONTRACT documents, and all exhibits hereto or to the DESIGN BUILD CONTRACT documents, represents the entire and integrated agreement between the CITY and the DESIGN BUILD CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 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.

15.16 Equal Opportunity Employment:

DESIGN BUILD CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 16

E-VERIFY FORM

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

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

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

ARTICLE 17

NOTICE TO PROCEED

The DESIGN BUILD CONTRACTOR and the engineer shall commence work within five (5) five working days from the date of the Notice to Proceed (NTP). No work shall begin without NTP.

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, CMC

City Clerk

BY: _____

John E. Pate

City Manager

APPROVED AS TO FORM:

Burnadette Norris-Weeks, P.A., City Attorney

LANDSHORE ENTERPRISES, LLC

WITNESSES:

(Name & Signature)

Authorized Representative

(Name & Signature)

ATTEST:

(Name & Signature)

SECRETARY

STATE OF FLORIDA
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 _____, 2021.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit “A”

REQUEST FOR PROPOSAL (RFP)

See attached document for Exhibit “B”

DESIGN BUILD CONTRACTOR’S PROPOSAL

REMAINING SCOPE AND FEES TO COMPLETE PHASE I – PROPOSAL DATED 09/08/2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE PUBLIC RIGHTS PROJECT, A PROJECT OF THE TIDES CENTER, COMMUNITY JUSTICE PROJECT AND SOUTHERN POVERTY LAW CENTER TO FILE A LAWSUIT ON BEHALF OF THE CITY OF OPA-LOCKA, FLORIDA, THAT FACIALLY CHALLENGES SECTION 1 OF CS/HB 1 (2021); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") exercises control over its annual budget as a means to respond to the diverse needs, interests, and values of the community it represents; and

WHEREAS, the City has structured its FY 2022 Budget and has provided for increases in staffing in the City's Police Department ("Department") due to current needs of the Department but may need to make future reductions in other areas of the Department's budget; and

WHEREAS, these potential reductions will have an effect on line items of the City's law enforcement budget. To that end, the City requires full control of its budget in order to be responsive to the needs of its residents and City police operations; and

WHEREAS, Section 1 of CS/HB 1 creates a State executive review process that is triggered when a City Commissioner or the State Attorney in the applicable Judicial Circuit objects to a funding reduction to the operating budget of the City's law enforcement agency; and

WHEREAS, the City Commission is concerned that seeking grant funding in the future to improve policing operations will trigger an executive review process when the funding is no longer available; and

WHEREAS, CS/HB 1 delegates this process to the Administration Commission comprised of the Governor and Cabinet, which has the power to amend or modify the budget as to each separate item within the operating budget of the City's law enforcement

agency with no limiting principles on the Administration Commission's discretion; and

WHEREAS, The Public Rights Project, Community Justice Project and Southern Poverty Law Center intend to file the lawsuit on behalf of a coalition of Florida cities; and

WHEREAS, the City Commission desires to move forward as a participant in the litigation.

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

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

Section 2. Statement of Impact. The City Commission hereby states that it is suffering a current injury because its FY 2022 budget considerations will be impacted by HB 1 and any future grant dollars will be considered increases that would trigger an executive review process when such funding is later not available.

Section 3. Authorization of Representation. The City Commission of the City of Opa-Locka hereby authorizes Public Rights Project, Community Justice Project, and the Southern Poverty Law Center to file a lawsuit bringing a facial challenge to Section 1 of CS/HB 1 on behalf of the City of Opa-Locka as a Plaintiff, seeking declaratory, injunctive, and other appropriate relief.

Section 4. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, and approved 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 October, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	_____ (Yes)	_____ (No)
Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)

TO: Opa Locka City Commission
FROM: Public Rights Project, Community Justice Project, and the Southern Poverty Law Center
RE: The Case for Challenging HB 1

I. Executive Summary

The Combating Violence, Disorder, and Looting and Law Enforcement Protection Act, also known as HB 1, obstructs municipalities' ability to control their budgets—a core local power. HB 1 gives the governor and his cabinet the power to line-edit municipal budgets with binding legal effect whenever a reduction to the law enforcement budget is challenged by the state attorney, member of the City Commission, or possibly even a county sheriff.¹ This review process chills local government action.

Municipalities need full control of their budgets so that they can function properly. Municipal revenue can be variable, which is why cities need full authority to structure their budgets to weather changes. When revenues are down in periods of economic hardship, municipalities need flexibility to tighten spending wherever such measures would be most efficient, whether those tightening measures affect law enforcement or parks and recreation. When municipalities receive opportunities to apply for one-time grants to supplement a city budget or need to make a large expenditure to update the infrastructure or technology in a department, they need the flexibility to make this increase without being locked into maintaining a higher spending level. Furthermore, municipalities need flexibility to reorganize their departments if certain programs would fit better under the purview of another department.

Municipalities also require full control of their budgets in order to be responsive to the needs of their residents. Budgets reflect community priorities and values. If residents need greater investment in municipal human services as they struggle in the wake of a pandemic and economic downturn, then it is the municipality's duty and prerogative to formulate a budget that is responsive to residents' needs and values.

In the summer of 2020, the murders of George Floyd and Breonna Taylor, among others, catalyzed many Floridians to call on their local governments to rebalance budgeting priorities to invest in public safety strategies that prioritize social and human services separate from law enforcement. These residents pointed out that law enforcement has been relied on as a first responder for non-violent incidents that could be addressed with a public health or social service approach, but that these community approaches need funding. Many municipalities responded by exploring how non-law enforcement functions such as service programs could be transferred from the law enforcement budget to other municipal departments.

¹ Matt Dixon, *Florida Panel Paves Way for Law Enforcement to Appeal Local Police Budget Cuts*, Politico (June 15, 2021), <https://www.politico.com/states/florida/story/2021/06/15/florida-panel-paves-way-for-law-enforcement-to-appeal-local-police-budget-cuts-1386464>.

From the faraway state capital, Governor Ron DeSantis preempted the discussions between local governments and residents with HB 1. Though his intent was to stymie discussions started by the movement for racial justice, the effect will be much broader, interfering with municipalities' ability to weather economic downturns, administer their departments efficiently, and respond to the needs of residents by directing funds where they are most needed. Local leaders are chilled right now from continuing to pursue budget proposals that could trigger HB 1.

Litigation is the only remaining avenue to challenge HB 1. HB 1 is injuring municipalities right now by the chilling budgeting discussions and creating budget uncertainty. HB 1 violates several provisions of the constitutions on its face, and three legal entities (national legal non-profit Public Rights Project, Florida-based community lawyers Community Justice Project, and national firm Jenner & Block) have reviewed these facial claims to ensure their viability. Challenging HB 1 on its face, rather than waiting for an application to challenge, will create an opportunity for a much broader remedy: the invalidation of the law rather than the invalidation of only one application. For these reasons, we recommend proceeding with the attached complaint.

II. HB 1's Injury to Municipalities

HB 1 threatens municipalities' ability to make policy and governance decisions that best reflect the needs of its constituents. HB 1 works by allowing either a state attorney or a member of a municipal governing body (or a county sheriff pending new rules) to contest any funding reduction to law enforcement departments in that municipality's budget. Any municipal budget that is challenged is then reviewed by the Administration Commission, a commission made up of the Governor and his cabinet members. The Administration Commission will then review, amend, or modify the law enforcement items of a municipality's budget. Because of Governor DeSantis' publicly stated position that law enforcement budgets should not be reduced in any way, it is very likely that any reduction to a municipal law enforcement budget will be rejected. Any amendment or modification to a municipality's budget is final.

HB 1 gives the Governor and his cabinet nearly unbridled discretion to preempt the municipal budget. Even the smallest of budgetary adjustments could trigger budgetary revisions from state governing officials who have little to no stake in local communities.

The imposition of this process can impact municipal budgetary discussions and decisions in several ways. If a municipality faces natural decreases in revenue from economic downturn, then reductions to the law enforcement budget as a result of across-the-board cuts can trigger HB 1. The expiration of a capital expenditure or federal or state

grant to law enforcement can trigger HB 1. Simply shifting non-law enforcement programs or positions out of the law enforcement budget can also trigger HB 1.

HB 1 looms over budgeting decisions right now, creating uncertainty about what decisions could risk state takeover of the budget. Now is the time to challenge this law facially rather than wait for further injury.

III. Facial Legal Claims

Not only do municipalities have standing to challenge HB 1, but they also have five claims to assert in arguing that HB 1 violates the Florida Constitution. These claims have been researched and analyzed by national and Florida non-profit organizations including Public Rights Project and Community Justice Project, and by a private firm, Jenner & Block.

Claim One: Separation of Powers

Under the Florida Constitution, no branch of government can exercise the powers of another branch and no branch can assign its constitutionally given powers to another branch. Fla. Const. art. II, § 3; *Smith v. State*, 537 So. 2d 982, 987 (Fla. 1989). HB 1 assigns two fundamentally legislative powers to the executive branch. First, HB 1 gives the Governor and his cabinet the ability through the municipal budget revision process to reduce appropriations of public funds, which is a power that belongs exclusively to the legislative branch. *See, e.g., Florida House of Representatives v. Martinez*, 555 So. 2d 839, 845 (Fla. 1990). Second, HB 1 gives the Governor and his cabinet the ability to revise municipal decisions with binding effect, even though the ability to limit municipal power is also an exclusively legislative authority. *See, e.g., Askew v. Cross Key Waterways*, 372 So. 2d 913, 915-19 (Fla. 1978). Because HB 1 delegates two legislative functions to the executive branch, it violates the Florida Constitution on its face.

Claim Two: Nondelegation Doctrine

To the extent the legislative branch had some authority to delegate to the executive branch here, HB 1 nonetheless violates the nondelegation doctrine enshrined in the Florida Constitution. This doctrine holds that any delegation of legislative functions must be accompanied by “some minimal standards and guidelines ascertainable by reference to the enactment establishing the program.” *Askew v. Cross Key Waterways*, 372 So. 2d 913, 925 (Fla. 1978). The nondelegation doctrine aims to prevent the executive “from acting through whim, showing favoritism, or exercising unbridled discretion.” *S. All. for Clean Energy v. Graham*, 113 So. 3d 742, 748 (Fla. 2013). But HB 1 does not provide any such guidelines that instruct the executive how to review municipal reductions to the law

enforcement budget, so the executive can act with unchecked discretion. The lack of standards allows the Administration Commission to make arbitrary decisions about municipal budgets with no meaningful oversight or guiding principles, in direct violation of the nondelegation doctrine.

Claim Three: Single Subject Rule

The Florida Constitution prohibits a law from addressing multiple unconnected issues and requires a bill's title to express the subject of the legislation. Fla. Const. art. III, § 6. HB 1 violates this rule because it combines two distinct and unrelated legal objectives into one law: Section 1 institutes a process for executive review of local budgeting decisions and the other provisions of the law impose criminal penalties on individuals for protest-related activities. Additionally, it is unclear how the HB 1's title "[a]n act relating to combatting public disorder" relates to the municipal budgeting provisions.

Claim Four: Unfunded Mandate

The Florida Constitution generally prohibits the passage of any state legislation that requires municipalities to spend funds or to take actions that require the expenditure of funds unless the state provides or authorizes a revenue stream. Fla. Const. art. VII, § 18. HB 1 requires a municipality to expend funds in order to maintain the previous year's law enforcement budget or else risk the state seizing budgetary control from the municipality and line-editing the budget without the municipality's consent or collaboration. Yet, the state has provided no revenue to maintain such funding, nor has it authorized a new municipal funding stream. For these reasons, HB 1 creates an unconstitutional unfunded mandate.

Claim Five: Home Rule

Like many other states across the country, Florida allows municipalities to adopt a home rule charter which grants them broad powers to meet municipal needs. Fla. Const. art. VIII, § 2(b); *Thomas v. State*, 614 So. 2d 468, 472 (Fla. 1993). Among these powers include the ability to propose and pass budgets. *See City of Boca Raton v. Gidman*, 440 So. 2d 1277, 1281-82 (Fla. 1983); *City of Gainesville v. Bd. of Control*, 81 So. 2d 514, 518 (Fla. 1955). HB 1 impedes this function by creating a process through which the state can usurp control of the municipal budget and unilaterally revise the budget with binding effect on the municipality. This is a clear violation of the City's home rule authority.

IV. Conclusion and Recommendation

HB 1's injury to municipal autonomy is egregious and strategic, and it obstructs the ability of municipalities to structure a budget that best responds to the needs and values of its residents. Municipal autonomy and responsive local democracy are worth defending, and pursuing this litigation would allow municipalities to defend their authority from increasing encroachment by the state. We recommend that this Commission vote to pursue this lawsuit.

**FIRST READING
ORDINANCE / PUBLIC
HEARING**

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

CITY MANAGER TO
ORDINANCE NO. 20-**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, 2020 AND ENDING SEPTEMBER 30, 2021, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE 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 adopted its 2020-2021 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 20-16 an, as amended, by passage of Budget Amendment #1, Ordinance 20-22, Budget Amendment #2, Ordinance 21-04 and Budget Amendment #3, Ordinance 21-07; and

WHEREAS, pursuant to Section 166.241(5), Florida Statute, 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, the City Commission desires to amend its 2020-2021 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. 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, 2020, 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 2020-2021, 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 2020-2021.

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, 2021, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2021, 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, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager after 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 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 and ADOPTED this 27th day of October, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	October 27 2021	Item Type: (Enter X in box)	Resolution	Ordinance	Other
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	X	
			Public Hearing: (Enter X in box)	1st Reading	2nd Reading
	X			Yes	No
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department: City Manager's Office	City Manager	

Short Title:

FY 21 Budget Amendment #4 – First Reading

Staff Summary:

Issue: Budget Amendment #3 was adopted on June 9, 2021. Since then, the City's requirements have continued to evolve, creating the need for a year-end budget amendment. The FY 21 accounts continue to be updated and it is anticipated that a smaller final year-end budget amendment will additionally be required in November. Staff recommends that the City Commission approve Budget Amendment #4 on first reading.

Background: The City's FY 21 budget of \$45.8 million was adopted on September 22, 2020. On November 19, 2020, FY 21 Budget Amendment #1 was approved, increasing the budget by \$4.4 to a new total of \$50.2 million. Most of this increase was attributable to a CARES Act program to provide qualified residents with food cash cards (\$1.1 million and fully reimbursable) and rollover projects (approved and funded in FY 20, but moved to FY 21 since the projects weren't completed in FY 20 - \$3.9 million).

On January 27, 2021, Budget Amendment #2 was approved, increasing the City's budget by \$1.4 million to \$51.6 million. This increase was primarily attributable to another \$0.6 million related to an expansion of the CARES Act, also fully reimbursable and another \$0.5 million of FY 20 rollover projects.

On June 9, 2021, Budget Amendment #3 was approved, further increasing the City's budget by \$1.9 million to \$53.5 million. The primary source of the increase was the General Fund with \$1.2 million of expense, but offset by \$2.0 million improvement in revenue, resulting in a \$0.8 million improvement to General Fund Available Fund Balance. Another \$0.2 million was added to the Safe Neighborhood Fund for additional needs for the 2105 Ali Baba project plus the addition of two new projects (Historic Fire Station / Former HR Building and the road portion of the NW 131st Street drainage project). The final significant increase was a \$0.3 million increase to the Risk Management Fund to reflect premiums were higher than had been assumed in the original budget and the expense was further exacerbated by a Workers Compensation audit which identified wage and risk classification issues which further increased insurance expense.

Current Activity: The amendment is composed of 33 categories, many of which are minor housekeeping issues to bring the budget in line with small variations in expenditures. The more significant recommended amendments are as follows:

#1. Revenue – Permitting Revenue was budgeted extremely conservatively since the pandemic was just emerging and there was no knowledge of what it might do to construction activity. Additionally, a lien amnesty program was put in place which provided amnesty but also resulted in the substantial settlement of liens. These two factors contributed an additional \$1,621,800 of revenue and, on a preliminary basis, the offset was added to Contingency to be available for other issues arising.

#2. City Manager's Office Compensation – Primarily a FY 20 FRS issue which was recorded in FY 21.

#5. Leave Payout – Departing Employees – When employees depart City employment, they receive cash for unused vacation and sick leave. A \$205,000 budget had been established for this purpose. However, the actual payout was reported in the Compensation accounts. This budget was liquidated and added to Contingency to be available for other issues arising.

#8. Finance Compensation.- Significant department vacancies created \$220,192 of savings with the offset added to Contingency to be available for other issues arising.

#10. General Fund Non-Department – This was increased by \$185,020 primarily for additional CARES Act and marketing / public information expense and was offset by the use of Contingency.

#11. Police Compensation – This is a very significant adjustment brought about by several factors as outlined on the following page.

Police Compensation - Budget vs. Actual

	Budget	Over / (Under)	Actual
Salaries Regular	3,040,811	411,000	3,451,811

Salaries - Full-Time

Budgeted	3,040,811		
Overtime Report As Straight Time		137,392	
Holiday Pay		150,957	
Excess Sick Leave Cashout		43,889	
Departure Cashout		100,037	
Other		(21,275)	
		<u>411,000</u>	
			<u>3,451,811</u>
Salaries - Part Time	98,714	18,000	116,714
Longevity	33,500	(17,000)	16,500
Salaries - Overtime	106,000	86,000	192,000
FICA	249,082	30,000	279,082
FRS Penalty	20,000	(20,000)	-
Life And Health Insurance	368,931	48,500	417,431
Retirement	742,060	1,500	743,560
	<u>4,659,098</u>	<u>558,000</u>	<u>5,217,098</u>

Full-Time salaries are the primary cause of the overspend. Staffing levels were under budget with 52 full-time equivalents (FTE) budgeted and 50.72 FTEs realized. However, there are several aspects of Police compensation which weren't fully understood when the original FY 21 budget was developed.

- Recent research has indicated that there are multiple Overtime codes used by the Police Department, but only one that has been reported in the accounts as Overtime. Consequently, this year \$137,392 of Overtime is being reported as Regular Salary. Accounting is taking steps to ensure all categories of Overtime are reported as such in FY 22.
- The original budget didn't take into account that nearly all PBA members receive an additional day of pay for each holiday. This added \$150,957, or 5.0%, to the original budget. This has been provided for in the FY 22 budget. This is a significant amount and will be accounted in a separate account in FY 22.
- The original budget didn't take into account that under the PBA contract, union members are able to annually receive cash for all unused accumulated sick hours above 480 hours. This added \$43,889 to Regular Salaries. This was only recently identified and wasn't incorporated into the FY 22 budget. However, it will be more than offset by the many current vacancies.
- As indicated in Item #5, a separate budget had been established to cover leave payouts for departing employees, but the actuals were recorded in the respective departmental accounts, including the Police Department, adding another \$100,037 to the Salary account. This will be reported separately in FY 22.

For Salaries – Overtime – Was budgeted for \$106,000 but approximately \$192,000 is being reported, an \$86,000 increase. When combined with the Overtime reported as Regular Salary ("a" above), total Overtime was

approximately \$329,400. A portion of this Overtime was attributable to the pandemic and reimbursed through various grants.

Police Payroll taxes (FICA) increase with wages. Life and Health Insurance is increased since it is unknown as to what health plans new employees might sign up for. As new employees join the City, if they sign up for plans covering dependents, this results in additional cost to the City.

#15. City Attorney – Due to reduced General Fund legal activity, the City Attorney budget has been reduced by \$200,000 with the offset added to Contingency to be available for other issues arising.

#16. Building & Licensing – Compensation – Increased by \$58,400 reflecting the addition of a Permitting Supervisor and also the Community Development Director assuming responsibility for this department’s operations to rectify operational issues this department had been experiencing. Funded through reduced Professional Fees and the use of Contingencies.

#18. Wastewater Collection & Transmission – This amendment was necessitated primarily due to an extremely high bill received in July for County processing of wastewater, requiring this account to be increased by \$150,000.

#24. Water-Sewer Finance – Utility Billing – This amendment was necessitated by increasing the Legal Counsel budget by \$125,000 in an effort to cover legal billing that might be received for the last three months of the fiscal year in regard to the utility billing case. This was done on a precautionary basis to protect this account with very limited information as to what these charges might actually look like.

#27. Water-Sewer – Water Distribution – For FY 21, the City purchased 10.3% less gallons of water from the County, in part attributable to getting water losses down to the industry standard of 10%. This facilitated reducing this budget by \$200,000 with most of the savings going to Water-Sewer Contingency to be available for other conditions arising.

#29. Parks & Recreation – Compensation – Compensation was increased by \$128,000 primarily due to the departure of two long-time employees who in aggregate received \$102,000 of Regular Salary (before payroll taxes and retirement charges). As noted in Item #5, this was originally budgeted in a different account, but the actuals have been reported in each department’s compensation accounts.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendment.

Attachment:

1. Detailed information on each recommended amendment item (Exhibit “A”)
2. Ordinance

FY 21 Budget Amendment #4 - First Reading

	Gov Funds	Enterprise Funds			Total
	Governmental Funds	Water Sewer Fund	Storm Water Fund	Total Enterprise Funds	Total Funds
<u>Budget Thru Amend #3</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	30,662,636	13,849,848	1,903,176	15,753,024	46,415,660
Fund Balance	2,590,320	1,204,717	2,063,183	3,267,900	5,858,220
Total Funding	33,252,956	15,054,565	3,966,359	19,020,924	52,273,880
Expenditure	33,614,456	15,054,565	3,966,359	19,020,924	52,635,380
<u>Amendment #4</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	1,621,800	-	-	-	1,621,800
Fund Balance	23,100	-	-	-	23,100
Total Funding	1,644,900	-	-	-	1,644,900
Expenditure	1,644,900	-	-	-	1,644,900
<u>Budget Thru Amend #4</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	32,284,436	13,849,848	1,903,176	15,753,024	48,037,460
Fund Balance	2,613,420	1,204,717	2,063,183	3,267,900	5,881,320
Total Funding	34,897,856	15,054,565	3,966,359	19,020,924	53,918,780
Expenditure	35,259,356	15,054,565	3,966,359	19,020,924	54,280,280

FY 21 Budget Amendment #4 - First Reading

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget - Thru Amend #3</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	18,928,586	1,046,910	1,175,780	1,938,140	890,469	3,011,857	-	2,949,159	721,735	30,662,636
Fund Balance	1,601,654	-	-	883,166	-	-	105,500	-	-	2,590,320
Total Funding	20,530,240	1,046,910	1,175,780	2,821,306	890,469	3,011,857	105,500	2,949,159	721,735	33,252,956
Expenditure	20,530,240	1,046,910	1,175,780	2,821,306	890,469	3,011,857	169,000	3,239,159	729,735	33,614,456
<u>Amendment #4</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	1,621,800	-	-	-	-	-	-	-	-	1,621,800
Fund Balance	-	-	-	-	-	-	23,100	-	-	23,100
Total Funding	1,621,800	-	-	-	-	-	23,100	-	-	1,644,900
Expenditure	1,621,800	-	-	-	-	-	23,100	-	-	1,644,900
<u>Budget Thru Amend #4</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	20,550,386	1,046,910	1,175,780	1,938,140	890,469	3,011,857	-	2,949,159	721,735	32,284,436
Fund Balance	1,601,654	-	-	883,166	-	-	128,600	-	-	2,613,420
Total Funding	22,152,040	1,046,910	1,175,780	2,821,306	890,469	3,011,857	128,600	2,949,159	721,735	34,897,856
Expenditure	22,152,040	1,046,910	1,175,780	2,821,306	890,469	3,011,857	192,100	3,239,159	729,735	35,259,356

FY 21 Budget Amendment #4 - First Reading

General Fund

Funding

Revenue/Loans/Trans In
Fund Balance
Total Funding

Budget Thru Amend #3	Amendment #4	Budget Thru Amend #4
20,907,663	1,621,800	22,529,463
830,777	-	830,777
21,738,440	1,621,800	23,360,240
Commission	-	134,581
City Manager	68,000	678,131
General Fund Non-Department	1,372,782	10,200,976
Human Resources	5,677	324,794
Clerk	(3,867)	399,453
Attorney	(200,000)	445,000
Finance	(220,192)	692,446
Planning & Community Dev	-	293,922
Building & Licenses	41,400	462,225
Parks & Recreation	-	799,842
Police	558,000	5,807,142
Code Enforcement	-	330,280
Public Works - Admin	-	361,789
Public Works - Bldg Maintenance	-	710,583
Public Works - Streets	-	852,091
Public Works - Trash	-	186,886
Public Works - Vehicle Maintenance	-	680,099
Total Expenditure	1,621,800	23,360,240

FY 21 Budget Amendment #4 - First Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
1	<u>General Fund Revenue</u>							
	Gen Fund	Rev	001-322110	Building Permits	240,000	1,343,800	1,583,800	Very conservative Permits revenue budget in face of pandemic uncertainty. Greatly exceeded. Code revenue in response to lien amnesty program. Offset added to Contingency.
	Gen Fund	Rev	001-354109	Code Enforcement Citation	-	278,000	278,000	
	Non-Dept	Exp	19-519390	Contingency	1,096,224	1,621,800	2,718,024	
2	<u>City Manager's - Office Compensation</u>							
	Mgr Off	Exp	12-512110	Salaries - Executive	270,738	5,500	276,238	Minor year-end adjustments. Retirement increase related to prior year adjustment reported in current year.
	Mgr Off	Exp	12-512120	Salaries - Regular	167,131	6,000	173,131	
	Mgr Off	Exp	12-512130	Salaries - Part-Time	-	5,000	5,000	
	Mgr Off	Exp	12-512140	Salaries - Overtime	-	500	500	
	Mgr Off	Exp	12-512210	FICA	31,473	200	31,673	
	Mgr Off	Exp	12-512220	Retirement	73,241	36,000	109,241	
	Mgr Off	Exp	12-512230	Life And Health Insurance	37,237	14,000	51,237	
	Non-Dept	Exp	19-519390	Contingency *	2,718,024	(67,200)	2,650,824	
	* Budget Adjusted From Prior Amendment							
3	<u>City Manager's Office - Operating Expense</u>							
	Mgr Off	Exp	12-512510	Office Supplies	5,000	800	5,800	Minor adjustment for Office Supplies
	Non-Dept	Exp	19-519390	Contingency *	2,650,824	(800)	2,650,024	
	* Budget Adjusted From Prior Amendments							
4	<u>City Clerk - Compensation</u>							
	Clerk	Exp	16-512120	Salaries - Regular	118,045	(8,567)	109,478	Minor compensation adjustments
	Clerk	Exp	16-512140	Salaries - Overtime	-	400	400	
	Clerk	Exp	16-512210	FICA	15,403	(700)	14,703	
	Clerk	Exp	16-512220	Retirement	35,710	1,500	37,210	
	Clerk	Exp	16-512230	Life And Health Insurance	29,814	3,500	33,314	
	Non-Dept	Exp	19-519390	Contingency *	2,650,024	3,867	2,653,891	
	* Budget Adjusted From Prior Amendment							

FY 21 Budget Amendment #4 - First Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
5	<u>Leave Payout - Departing Employees</u>							
	Non-Dept	Exp	19-581922	Sick Annual Leave Reserve	205,000	(205,000)	-	Cash payment for unused leave for departing employees recorded in Compensation rather than budgeted account
	Non-Dept	Exp	19-519390	Contingency *	2,653,891	205,000	2,858,891	
	* Budget Adjusted From Prior Amendments							
6	<u>HR - Compensation</u>							
	HR	Exp	13-513110	Salaries - Executive	77,296	13,731	91,027	Primary variances due to missing a salary increase for the HR Director. Retirement Penalty expense was to have been transferred to another division but transfer hasn't occurred.
	HR	Exp	13-513120	Salaries - Regular	63,521	2,573	66,094	
	HR	Exp	13-513140	Salaries - Overtime	-	300	300	
	HR	Exp	13-513210	FICA	10,779	873	11,652	
	HR	Exp	13-513225	Retirement - Penalty	10,000	13,000	23,000	
	HR	Exp	13-513230	Life And Health Insurance	15,780	2,000	17,780	
	Non-Dept	Exp	19-519390	Contingency *	2,858,891	(32,477)	2,826,414	
	* Budget Adjusted From Prior Amendments							
7	<u>HR - Operating Expense</u>							
	HR	Exp	13-513311	Employee Physicals	5,000	800	5,800	Other Professional Services - Consultant pay plan study will become a FY 22 expenditure. Other expenditures are minor adjustments.
	HR	Exp	13-513312	Other Professional Services	24,900	(24,900)	-	
	HR	Exp	13-513540	Pubs/Subs/Membership	2,057	300	2,357	
	HR	Exp	13-513542	Employee Training	5,000	(3,000)	2,000	
	Non-Dept	Exp	19-519390	Contingency *	2,826,414	26,800	2,853,214	
	* Budget Adjusted From Prior Amendments							
8	<u>Finance - Compensation</u>							
	Finance	Exp	17-513110	Salaries - Executive	60,942	(60,942)	-	Compensation savings from vacant positions. Audit savings from only one audit in FY 21
	Finance	Exp	17-513120	Salaries - Regular	295,967	(87,000)	208,967	
	Finance	Exp	17-513140	Salaries - Overtime	-	3,000	3,000	
	Finance	Exp	17-513210	FICA	28,090	(12,000)	16,090	
	Finance	Exp	17-513220	Retirement	36,791	(17,500)	19,291	
	Finance	Exp	17-513230	Life And Health Insurance	32,548	(2,000)	30,548	
	Finance	Exp	17-513320	Accounting & Auditing	82,000	(43,750)	38,250	
	Non-Dept	Exp	19-519390	Contingency *	2,853,214	220,192	3,073,406	
	* Budget Adjusted From Prior Amendments							
9	<u>Finance - Operating Expense</u>							
	Finance	Exp	17-513312	Other Professional Services	317,500	20,000	337,500	Extra consultant activity required due to vacancies. Offset by software savings.
	Finance	Exp	17-513528	Software Licensing	20,000	(20,000)	-	

FY 21 Budget Amendment #4 - First Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>
10	<u>General Fund - Non-Dept</u>						
	Non-Dept	Exp	19-519312	Other Professional Services	144,350	28,000	172,350
	Non-Dept	Exp	19-519430	Electric Gas Water	175,000	3,000	178,000
	Non-Dept	Exp	19-519440	Rentals & Leases	36,451	(6,000)	30,451
	Non-Dept	Exp	19-519440	Repair & Maintenance - Bldg	-	1,640	1,640
	Non-Dept	Exp	19-519493	General Expenses	4,000	100	4,100
	Non-Dept	Exp	19-519540	Pubs/Subscriptions/Memberships	-	1,275	1,275
	Non-Dept	Exp	19-525380	CARES Grocery Gift Card	1,600,100	37,000	1,637,100
	Non-Dept	Exp	19-525381	CARES Other Contract Services	60,000	120,000	180,000
	Non-Dept	Exp	19-525382	CARES Payroll Reimbursement	40,000	(40,000)	-
	Non-Dept	Exp	19-525383	CARES Other Programs	-	40,005	40,005
	Non-Dept	Exp	19-519390	Contingency *	3,073,406	(185,020)	2,888,386

* Budget Adjusted From Prior Amendments

Other Professional Services increased primarily due to additional marketing expense. Increase CARES Act expenditures to be covered by additional grant revenues not yet received. Remainder are minor year-end adjustments.

11	<u>Police - Compensation</u>						
	Pol-CID	Exp	20-521120	Salaries - Regular	310,010	200,000	510,010
	Pol-CID	Exp	20-521140	Salaries - Overtime	20,000	64,000	84,000
	Pol-CID	Exp	20-521150	Longevity	3,000	1,000	4,000
	Pol-CID	Exp	20-521210	FICA	25,475	16,000	41,475
	Pol-CID	Exp	20-521220	Retirement	75,365	48,000	123,365
	Pol-CID	Exp	20-521230	Life And Health Insurance	30,252	32,000	62,252
	Pol-Ptrl	Exp	22-521120	Salaries - Regular	2,148,070	355,000	2,503,070
	Pol-Ptrl	Exp	22-521140	Salaries - Overtime	85,000	14,000	99,000
	Pol-Ptrl	Exp	22-521150	Longevity	30,500	(18,000)	12,500
	Pol-Ptrl	Exp	22-521210	FICA	173,164	22,000	195,164
	Pol-Ptrl	Exp	22-521220	Retirement	553,443	(3,000)	550,443
	Pol-Ptrl	Exp	22-521225	FRS Penalty	20,000	(20,000)	-
	Pol-Ptrl	Exp	22-521230	Life And Health Insurance	276,717	21,000	297,717
	Pol-Chief	Exp	26-521120	Salaries - Executive	323,239	(160,000)	163,239
	Pol-Chief	Exp	26-521120	Salaries - Regular	46,518	3,000	49,518
	Pol-Chief	Exp	26-521210	FICA	28,287	(12,000)	16,287
	Pol-Chief	Exp	26-521220	Retirement	83,684	(44,000)	39,684
	Pol-Chief	Exp	26-521230	Life And Health Insurance	26,331	(7,000)	19,331
	Pol-Admin	Exp	36-521120	Salaries - Regular	212,974	13,000	225,974
	Pol-Admin	Exp	36-521130	Salaries - Part Time	98,714	18,000	116,714
	Pol-Admin	Exp	36-521140	Salaries - Overtime	1,000	8,000	9,000
	Pol-Admin	Exp	36-521210	FICA	22,156	4,000	26,156
	Pol-Admin	Exp	36-521220	Retirement	29,569	500	30,069
	Pol-Admin	Exp	36-521230	Life And Health Insurance	35,633	2,500	38,133
	Non-Dept	Exp	19-519390	Contingency *	2,888,386	(558,000)	2,330,386

* Budget Adjusted From Prior Amendments

Holiday Pay, significant Overtime, leave cash out from departing employees and PBA contract permitting sale of excess sick leave.

FY 21 Budget Amendment #4 - First Hearing

#	Amendment Details				Budget	Adj	Revised	
12	Police Patrol - Operating Expense							
	Pol-Ptrl	Exp	22-521520	Operating Expense	32,100	1,000	33,100	Miscellaneous year-end adjustments
	Pol-Ptrl	Exp	22-521521	Clothing & Uniform Expense	19,040	1,500	20,540	
	Pol-Ptrl	Exp	22-521541	Educational Costs	18,500	4,000	22,500	
	Pol-Ptrl	Exp	22-521648	Auto Lease	263,500	(6,500)	257,000	
13	Police Admin - Operating Expense							
	Pol-Admin	Exp	36-521493	General Expenses	11,000	1,500	12,500	Miscellaneous year-end adjustments
	Pol-Admin	Exp	36-521510	Office Supplies	8,000	5,000	13,000	
	Pol-Admin	Exp	36-521541	Educational Costs	5,000	2,000	7,000	
	Pol-Admin	Exp	36-521528	Software Maintenance	168,941	(8,500)	160,441	
14	Code Enforcement - Compensation							
	Code	Exp	23-521120	Salaries - Regular	219,217	5,000	224,217	Miscellaneous year-end adjustments
	Code	Exp	23-521220	Retirement	22,205	(5,000)	17,205	
15	City Attorney							
	Attrny	Exp	28-514312	Other Professional Services	400,000	(150,000)	250,000	Reduced General Fund legal activity
	Attrny	Exp	28-514380	Settlement Fees	53,000	(50,000)	3,000	
	Non-Dept	Exp	19-519390	Contingency *	2,330,386	200,000	2,530,386	
	* Budget Adjusted From Prior Amendments							
16	Building & Licenses							
	Bldg & Lic	Exp	30-524110	Salaries - Executive	155,395	7,000	162,395	Increased Executive Salary due to Community Development Director assigned to oversee Building & Licenses. Increased Regular Salary due to adding a Permitting Supervisor to focus on department operational issues.
	Bldg & Lic	Exp	30-524120	Salaries Regular	68,069	34,500	102,569	
	Bldg & Lic	Exp	30-521140	Salaries - Overtime	-	400	400	
	Bldg & Lic	Exp	30-524210	FICA	23,862	2,000	25,862	
	Bldg & Lic	Exp	30-524220	Retirement	31,195	2,500	33,695	
	Bldg & Lic	Exp	30-524230	Life And Health Insurance	21,236	12,000	33,236	
	Bldg & Lic	Exp	30-524312	Other Professional Services	17,000	(17,000)	-	
	Non-Dept	Exp	19-519390	Contingency *	2,530,386	(41,400)	2,488,986	
	* Budget Adjusted From Prior Amendments							
17	Public Works - Admin - Compensation							
	PW - Admin	Exp	32-541110	Salaries - Executive	68,964	1,000	69,964	Miscellaneous year-end adjustments
	PW - Admin	Exp	32-541120	Salaries - Regular	201,829	(3,600)	198,229	
	PW - Admin	Exp	32-541140	Salaries - Overtime	-	300	300	
	PW - Admin	Exp	32-541230	Life And Health Insurance	26,172	2,000	28,172	
	PW - Admin	Exp	32-541510	Office Supplies	3,000	300	3,300	

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#	Amendment Details				Budget	Adj	Revised	
18	<u>Wastewater Collection & Transmission -Operating Expense</u>							
	Sewer	Exp	35-535120	Salaries - Regular	157,000	(60,000)	97,000	Major adjustment to sewage disposal due to very high July, 2021 County wastewater processing bill. Remainder of adjustments are minor year-end adjustments.
	Sewer	Exp	35-535140	Salaries - Overtime	6,000	1,500	7,500	
	Sewer	Exp	17-535230	Life And Health Insurance	31,160	(17,000)	14,160	
	Sewer	Exp	35-535312	Other Professional Services	390,000	(150,000)	240,000	
	Sewer	Exp	35-535432	Sewage Disposal	2,800,700	150,000	2,950,700	
	Sewer	Exp	35-535523	Maintenance	76,000	(30,300)	45,700	
	Sewer	Exp	35-535555	Small Tools & Supplies	1,000	2,800	3,800	
	Sewer	Exp	35-535640	Machinery & Equipment	78,349	28,000	106,349	
	WS-Fin	Exp	61-513992	Contingency	179,576	75,000	254,576	
19	<u>PW - Building Maintenance - Compensation</u>							
	Bldg Maint	Exp	39-541120	Salaries-Regular	141,733	4,500	146,233	Miscellaneous year-end adjustments
	Bldg Maint	Exp	39-541140	Salaries - Overtime	6,000	1,000	7,000	
	Bldg Maint	Exp	39-541461	Building Repair & Maintenance	230,172	3,000	233,172	
	Bldg Maint	Exp	39-541640	Machinery & Equipment	253,400	(8,500)	244,900	
20	<u>PW - Roads & Streets - Operating Expense</u>							
	Rds & Strts	Exp	41-541120	Salaries-Regular	221,529	(17,000)	204,529	Overtime due to City Beautification Program. Remainder are minor year-end adjustments.
	Rds & Strts	Exp	41-541140	Salaries - Overtime	2,000	14,000	16,000	
	Rds & Strts	Exp	41-541340	Other Contracted Services	211,000	3,000	214,000	
	Rds & Strts	Exp	41-541440	Rentals & Leases	1,000	4,000	5,000	
	Rds & Strts	Exp	41-541521	Clothing & Uniform Expense	500	1,500	2,000	
	Rds & Strts	Exp	41-541530	Road Materials & Supplies	37,000	16,000	53,000	
	Rds & Strts	Exp	41-541640	Machinery & Equipment	115,500	(21,500)	94,000	
21	<u>Not Used</u>							
22	<u>PW - Vehicle Maintenance - Compensation</u>							
	Vhcl Maint	Exp	49-541120	Salaries-Regular	135,395	(4,500)	130,895	Miscellaneous year-end adjustments
	Vhcl Maint	Exp	49-541140	Salaries - Overtime	-	4,500	4,500	

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
23	<u>PW - Trash - Compensation</u>							
	Trash	Exp	50-541120	Salaries Regular	36,018	500	36,518	Miscellaneous year-end adjustments
	Trash	Exp	50-521140	Salaries - Overtime	-	3,000	3,000	
	Trash	Exp	50-541210	FICA	2,755	400	3,155	
	Trash	Exp	50-534340	Other Contracted Services	50,000	(3,900)	46,100	
24	<u>Water-Sewer Finance - Utility Billing - Operating Expense - Legal Expense</u>							
	WS-UB	Exp	61-513120	Salaries - Regular	198,961	(20,000)	178,961	EXTREMELY CONSERVATIVE ESTIMATE OF ADDITIONAL BILLING ISSUES LEGAL FEES FOR REMAINDER OF FISCAL YEAR. Other Contracted Services increased due to continuing Finance Department vacancies. Remainder are minor year-end adjustments.
	WS-UB	Exp	61-513130	Salaries - Part Time	22,253	(20,000)	2,253	
	WS-UB	Exp	61-513320	Accounting & Auditing	57,500	(32,000)	25,500	
	WS-UB	Exp	61-513340	Other Contracted Services	388,320	115,000	503,320	
	WS-UB	Exp	61-513493	General Expenses	1,000	3,000	4,000	
	WS-UB	Exp	61-514370	Legal Counsel	275,000	125,000	400,000	
	WS-UB	Exp	61-533529	Credit Card Fee	5,000	20,000	25,000	
	WS-Fin	Exp	61-513992	Contingency	254,576	(191,000)	63,576	
	* Budget Adjusted From Prior Amendments							
25	<u>Town Center - Operating Expense</u>							
	Twn Cntr	Exp	62-519120	Salaries - Regular	30,109	(4,800)	25,309	Miscellaneous year-end adjustments
	Twn Cntr	Exp	62-519140	Salaries - Overtime	-	100	100	
	Twn Cntr	Exp	62-519340	Other Contracted Services	357,725	3,000	360,725	
	Twn Cntr	Exp	62-519430	Electric, Gas, Water	112,000	1,000	113,000	
	Twn Cntr	Exp	62-519461	Repair & Maintenance - Building	55,000	5,000	60,000	
	Twn Cntr	Exp	62-519494	Real Estate Tax	160,000	(4,300)	155,700	
26	<u>Water-Sewer - Service Line - Operating Expense</u>							
	WS-Svc Ln	Exp	63-533462	Repair And Maintenance	50,000	(8,600)	41,400	Purchase of small utility task vehicle
	WS-Svc Ln	Exp	63-533495	Machinery & Equipment	-	100	100	
	WS-Svc Ln	Exp	63-533641	Equipment	11,000	8,500	19,500	
27	<u>Water-Sewer - Water Distribution - Operating Expense</u>							
	WS-Wtr Dis	Exp	64-533312	Other Professional Services	28,000	7,000	35,000	Savings in purchasing of water permits strengthening of Water-Sewer Contingency
	WS-Wtr Dis	Exp	64-533433	Purchase Of Water	1,531,870	(200,000)	1,331,870	
	WS-Wtr Dis	Exp	64-533440	Rentals & Leases	1,500	2,000	3,500	
	WS-Fin	Exp	61-513992	Contingency	63,576	191,000	254,576	
	* Budget Adjusted From Prior Amendments							
28	<u>Special Law Enforcement - Operating Expense</u>							
	SLE	Exp	65-521641	Automotive Equipment	-	22,600	22,600	Fitting out of Police vehicles. Remainder is minor year-end adjustment.
	SLE	Exp	65-521644	Public Safety Equipment	-	500	500	
	SLE	Trf-In	165-383010	Use Of Fund Balance	105,500	23,100	128,600	

Exhibit "A"

FY 21 Budget Amendment #4 - First Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
29	<u>Parks & Recreation - Compensation</u>							
	Prks & Rec	Exp	72-572110	Salaries - Executive	70,574	88,000	158,574	Two senior Parks & Recreation employees departed with unused leave payouts of \$102,000. Reported here rather than where it had been budgeted. Overtime occurred in support of pandemic programs. Savings in Other Contracted Services resulted from the Parks Masterplan not being delivered until FY 22, becoming a FY 22 expenditure.
	Prks & Rec	Exp	72-572120	Salaries - Regular	285,874	13,000	298,874	
	Prks & Rec	Exp	72-572130	Salaries - Part Time	8,422	7,000	15,422	
	Prks & Rec	Exp	72-572140	Salaries - Overtime	1,000	12,000	13,000	
	Prks & Rec	Exp	72-572210	FICA	27,992	8,000	35,992	
	Prks & Rec	Exp	72-572340	Other Contracted Services	150,000	(129,100)	20,900	
	Prks & Rec	Exp	72-572461	Building Repair & Maintenance	4,000	1,000	5,000	
	Prks & Rec	Exp	72-572522	Uniforms (Staff)	700	100	800	
30	<u>Water-Sewer CIP - Project</u>							
	WS-CIP	Exp	75-535110	Salaries - Executive	52,702	1,000	53,702	Funding previously approved NW 131st drainage project which was to be funded through this budget amendment.
	WS-CIP	Exp	75-535120	Salaries - Regular	77,750	(10,400)	67,350	
	WS-CIP	Exp	75-543638	NW 131st Drainage Project	-	9,400	9,400	
31	<u>CRA - Compensation</u>							
	CRA	Exp	77-515110	Salaries - Executive	8,583	6,000	14,583	Increased compensation due to reorganization
	CRA	Exp	77-515210	FICA	1,719	300	2,019	
	CRA	Exp	77-515220	Retirement	2,247	300	2,547	
	CRA	Exp	77-515230	Life And Health Insurance	3,331	900	4,231	
	CRA	Exp	77-515312	Other Professional Services	219,000	(10,400)	208,600	
	CRA	Exp	77-515340	Other Contracted Services	-	2,000	2,000	
	CRA	Exp	77-515480	Promotional Activity	-	900	900	
32	<u>Risk Management - Compensation</u>							
	Risk	Exp	84-513220	Retirement	6,023	(2,020)	4,003	Minor year-end adjustments
	Risk	Exp	84-513230	Life And Health Insurance	6,009	2,000	8,009	
	Risk	Exp	84-513540	Pubs/Subscriptions/Memberships	300	20	320	
33	<u>Information Technology Services - Operating Expense</u>							
	IT	Exp	512340	Other Contracted Services	18,000	(1,000)	17,000	Minor year-end adjustments
	IT	Exp	512411	Telephone	117,000	1,000	118,000	