CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Monday, September 8, 2025
6:00 PM

Mayor Michael Joseph
Vice Mayor Daniela Jean
Commissioner Jay R. Chernoff
Commissioner McKenzie Fleurimond
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorneys Greenspoon Marder LLP

City Clerk Andrise Bernard, MMC

Notice to All Lobbyists
Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Commission.

City Commission Meeting Agenda

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION**
   - **2.1 Pastor Peytyn Tobin - Fulford United Methodist Church**
   - **2.2 Moment of Silence in Remembrance of Melvin Victor and Antonio Ortega**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
5. **PRESENTATIONS / DISCUSSIONS**
   - **5.1. Legislative Updates (State Senator Shevrin D. Jones)**
   - **5.2. Special Presentation (State Representative Wallace Aristide)**
   - **5.3. Safety Action Plan (Linda Hess, WGI PD&E Project Manager)**

6. PUBLIC COMMENT

To All Citizens Appearing Under Public Comment

The Commission has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Commission must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Commission may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Commission meeting you may have one of the Commissioners introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Commission

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Commission Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Commission of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

Unattended Personal Items Notice

Please be advised that personal belongings and electronic devices cannot be left unattended. All unattended personal belongings and electronic devices will be confiscated.

7. ANNOUNCEMENTS

8. CITY COMMISSION REPORTS

9. CONSENT AGENDA

9.1. Commission Conference Minutes of July 15, 2025 (Andrise Bernard, MMC, City Clerk)

9.2. Regular Commission Meeting Minutes of July 15, 2025 (Andrise Bernard, MMC, City Clerk)

9.3. Special Commission Meeting Minutes of July 24, 2025 (Andrise Bernard, MMC, City Clerk)

9.4. Special Commission Meeting Minutes of July 29, 2025 (Andrise Bernard, MMC, City Clerk)

9.5. Budget Workshop Minutes of August 6, 2025 (Andrise Bernard, MMC, City Clerk)

9.6. Budget Workshop Minutes of August 19, 2025 (Andrise Bernard, MMC, City Clerk)

9.7. Budget Workshop Minutes of August 26, 2025 (Andrise Bernard, MMC, City Clerk)

9.8. Resolution No. R2025-115 Establishing the NMB Water Relief Act (Mayor Michael Joseph, Esq., Commissioner Phyllis Smith, Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CREATION AND IMPLEMENTATION OF THE NMB WATER RELIEF ACT TO PROVIDE DISCOUNTS ON WATER BILLS FOR NORTH MIAMI BEACH WATER RECIPIENTS QUALIFYING FOR CERTAIN REAL PROPERTY TAX EXEMPTIONS FROM THE STATE OF FLORIDA; AND TO PROVIDE DISCOUNTS ON WATER BILLS FOR NORTH MIAMI BEACH RESIDENTS THAT ENROLL IN AUTOMATIC WATER BILL PAYMENTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.9. Resolution No. R2025-116 Recommendation to Award for Towing Services (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE RANKING OF THE THREE (3) MOST QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR PROPOSALS RFP-2025-026-KC TOWING SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.10. Resolution No. R2025-117 Approving a Task Order for Staff Augmentation and Engineering Consulting Services with The Engineering Company, LLC. (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A

TASK ORDER BETWEEN THE CITY THE ENGINEERING COMPANY, LLC FOR STAFF AUGMENTATION AND ENGINEERING CONSULTING SERVICES; IN A BUDGETED AMOUNT NOT TO EXCEED $125,000; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.11. Resolution No. R2025-118 Approving a Purchase Order for a Multi-Chemistry Analyzer with Seal Analytical, Inc. (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH SEAL ANALYTICAL, INC FOR THE SOLE SOURCE PURCHASE OF AQ-400 AUTOMATED MULTI-CHEMISTRY ANALYZER IN AN AMOUNT NOT TO EXCEED $53,320.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.12. Resolution No. R2025-119 Approving the Purchase of a Bermad Control Valve with PSI Technologies for NMB Water (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH PSI TECHNOLOGIES, INC. FOR THE SOLE SOURCE PURCHASE OF A BERMAD CONTROL VALVE IN AN AMOUNT NOT TO EXCEED $67,700.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.13. Resolution No. R2025-120 Approving a Contract for Citywide Security Guard Services with Universal Protection Service (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A

CONTRACT BETWEEN THE CITY AND UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES FOR CITYWIDE SECURITY GUARD SERVICES; FOR AN ANNUAL BUDGETED AMOUNT NOT TO EXCEED $295,400 YEAR ONE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.14. Resolution No. R2025-121 Authorizing and Approving the Award of Invitation to Bid No. ITB-2025-035 for School Crossing Guard Services (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF INVITATION TO BID NO. ITB-2025-035 – SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.15. Resolution No. R2025-122 Ratify Purchase Order with Smith Equipment and Supply Company for the Purchase of Scarab Maven Street Sweeper Truck (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY AND SMITH EQUIPMENT AND SUPPLY COMPANY FOR THE PURCHASE OF SCARAB MAVEN STREET SWEEPER TRUCK; IN AN ESTIMATED AMOUNT NOT TO EXCEED $399,600.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.16. Resolution No. R2025-123 Approving a Purchase Order for the Purchase and Buyback of Firearms with Lawmen's & Shooters' Supply, Inc.(Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A

PURCHASE ORDER BETWEEN THE CITY AND LAWMEN'S & SHOOTERS' SUPPLY, INC. FOR PURCHASE AND BUYBACK OF FIREARMS; IN A BUDGETED AMOUNT NOT TO EXCEED $85,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.17. Resolution No. R2025-124 Approving and Authorizing the One-Year Renewal of the Turf and Landscape Maintenance Agreement with Florida Department of Transportation (FDOT) (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE ONE-YEAR RENEWAL TERM OF THE TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING THE TERMS AND CONDITIONS FOR LANDSCAPE MAINTENANCE AND REIMBURSEMENT OF SUCH MAINTENANCE SERVICES FROM THE FDOT TO THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.18. Resolution No. R2025-125 Approving Additional Contractor Obligations with Coastal Waste & Recycling of Florida, Inc. (Marline Monestime, Interim Assistant City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING "ADDITIONAL CONTRACTOR OBLIGATIONS" OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND COASTAL WASTE & RECYCLING OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.19. Resolution No. R2025-126 Approving the Safety Action Plan (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE SAFE ACTION PLAN FOR TRANSPORTATION SYSTEM SAFETY; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9.20. Resolution No. R2025-127 Approving a Five-Year Lease to Own Agreement for the Citywide Backup Systems with DDI Capital

(Ricardo Castillo, Chief Information Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO AUTHORIZE A FIVE YEAR MASTER LEASE AGREEMENT BETWEEN THE CITY AND DDI CAPITAL FOR THE PURCHASE OF A DATA STORAGE SYSTEM IN AN AMOUNT NOT TO EXCEED $500,000.00; APPROVING AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.21. Resolution No. R2025-128 Approving the City Manager to Apply for Florida Department of Transportation (FDOT) Beautification Grant (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY BEAUTIFICATION GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT AND REIMBURSEMENT OF PROJECT FROM THE FDOT TO THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.22. Resolution No. R2025-129 Approving the Award of the Edward Byrne Memorial Justice Assistance Grant (JAG) for Police Department Crime Scene Equipment (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANTS FOR THE NORTH MIAMI BEACH POLICE DEPARTMENT FOR CRIME SCENE EQUIPMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

9.23. Resolution No. R2025-130 Approving the Information Technology (IT) Governance Policy (Ricardo Castillo, Chief Information Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING A FORMAL INFORMATION TECHNOLOGY (IT) GOVERNANCE

POLICY TO ESTABLISH CITYWIDE STANDARDS FOR THE ACQUISITION, DEPLOYMENT, MANAGEMENT, AND OVERSIGHT OF ALL CITY TECHNOLOGY RESOURCES AND SERVICES; PROMOTING STRATEGIC ALIGNMENT, CYBERSECURITY, PERFORMANCE MONITORING, AND COST-EFFICIENCY; AUTHORIZING THE CITY MANAGER OR DESIGNEE IMPLEMENT AND ENFORCE THE POLICY; TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.24. Resolution No. R2025-131 Authorizing the City Manager to Apply for Grant Assistance Under the Division I Library State Grant (Edenia Hernandez, Library Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE DIVISION OF LIBRARY AND INFORMATION SERVICES OF THE FLORIDA DEPARTMENT OF STATE PUBLIC LIBRARY CONSTRUCTION GRANT TO CONSTRUCT, EXPAND, OR REMODEL; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.25. Resolution No. R2025-132 Approving the North Miami Beach Community Redevelopment Agency Fiscal Year 2025-26 Budget (Adam Old, Community Redevelopment Agency Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2025-26 BUDGET; AUTHORIZING THE CITY CLERK OR DESIGNEE TO TRANSMIT THE BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2025-26 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

9.26. Resolution No. R2025-133 Centennial Park (Vice Mayor Daniela Jean)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A CENTENNIAL PARK TO COMMEMORATE THE CITY'S 100-YEAR ANNIVERSARY; PROVIDING FOR THE LOCATION, REZONING, LAND USE, DEVELOPMENT, AND AMENITIES OF THE PARK; DIRECTING

THE CITY MANAGER TO IMPLEMENT ALL NECESSARY ACTIONS FOR DESIGN, FUNDING, AND CONSTRUCTION NOT TO EXCEED $500,000; AND PROVIDING FOR AN EFFECTIVE DATE.

9.27. Resolution No. R2025-134 Resolution to Approve Agreement for Debt Recovery Services with Keystone Law Firm, P.A. (Vice Mayor Daniela Jean)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH KEYSTONE LAW FIRM, P.A. FOR DEBT RECOVERY SERVICES, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.28. Resolution No. R2025-135 Approving a Budget Amendment to Increase Purchase Order for ARPA and Accounting Forensic Audit with Caballero Fierman Llerena & Garcia, LLP (CFLG) (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO INCREASE THE PURCHASE ORDER WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP ("CFLG") FOR ARPA AND ACCOUNTING FORENSIC AUDIT.

9.29. Resolution No. R2025-136 Approving a Purchase Order for the Purchase and Installations of Workstations with Affordable Interior Systems (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND AFFORDABLE INTERIOR SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF WORKSTATIONS IN A BUDGETED AMOUNT NOT TO EXCEED $218,431; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.30. Resolution No. R2025-137 Approving a Purchase Order for the Purchase and Installation of Laboratory Furnishings with Southwest Solutions Group, Inc. (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND SOUTHWEST SOLUTIONS GROUP, INC., FOR THE PURCHASE AND INSTALLATION OF LABORATORY FURNISHINGS IN A BUDGETED AMOUNT NOT TO EXCEED $160,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10. QUASI-JUDICIAL

10.1. Resolution No. R2025-138 Consideration for a Conditional Use Application for Mint Dispensary Located at 16719 NE 6th Avenue (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONDITIONAL USE APPLICATION, WITH CONDITIONS, FOR THE BUSINESS USE OPERATION OF A MEDICAL MARIJUANA DISPENSARY AND TREATMENT CENTER LOCATED AT 16719 NE 6th AVENUE; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

11. LEGISLATION

11.1. Ordinance No. 2025-06 (Second Reading) Amending Water and Sewer Impact Fees (Hamid Nikvan, NMB Water Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH (NMB), AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-11.2 ENTITLED "INSTALLING, REPAIRING, READING, TESTING, FEE WHERE SEAL BROKEN", SECTION 19-12.2 ENTITLED "DELINQUENT ACCOUNTS; SHUTTING OFF WATER", SECTION 19-15.8 ENTITLED "ANNUAL INSPECTION, TEST, CHARGES", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-22 ENTITLED "ADDITIONAL CHARGE FOR EXPANSION AND UPGRADING OF CITY'S WATER FACILITIES", SECTION 19-23 ENTITLED "FIRE FLOW DEMAND CHARGE ON NEW BUILDINGS AND CONVERSIONS", AND SECTION 19-31 ENTITLED "RATES AND CHARGES" TO REVISE THE SECTION TITLE AND TO UPDATE THE MISCELLANEOUS FEES AND THE

CONNECTION CHARGES FROM NEW DEVELOPMENTS DUE TO UPDATES IN NMB WATER'S CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.2. Ordinance No. 2025-07 (Second Reading) Unsolicited Proposals Process (Shereece George Depusoir, Chief Procurement Officer)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A PROCEDURE FOR RECEIVING, ACCEPTING, AND EVALUATING UNSOLICITED PROPOSALS FOR QUALIFYING PROJECTS PURSUANT TO FLORIDA STATUTES § 255.065; PROVIDING DEFINITIONS; ESTABLISHING REQUIREMENTS FOR REVIEW, PUBLIC INTEREST DETERMINATION, COMPETITIVE SOLICITATION, PROFESSIONAL REVIEW, AGREEMENT EXECUTION, AND CONFIDENTIALITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

11.3. Ordinance No. 2025-08 (First Reading) Smoke Shop Regulations (Vice Mayor Daniela Jean)

A ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER XXIV ENTITLED "ZONING AND LAND DEVELOPMENT" SECTION 24-22, "DEFINITION" TO MODIFY THE EXISTING DEFINITION TERM "RETAIL USES (GENERAL RETAIL)" AND TO CREATE A NEW DEFINITION TERM "RETAIL SMOKE SHOP" AND CREATE A NEW DEFINITION TERM "DISTANCE SEPARATION MEASUREMENT"; AMENDING ARTICLE V "ZONING USE DISTRICTS" TO ADD "RETAIL SMOKE SHOP" AS A CONDITIONAL USE TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-3 INTENSIVE BUSINESS DISTRICT, B-4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB); PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

11.4. Resolution No. R2025-139 Approving a Purchase Order for the Purchase of One Vacuum Truck with Rechtien International Trucks Inc. (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH

RECHTIEN INTERNATIONAL TRUCKS, INC. FOR THE PURCHASE OF ONE VACUUM TRUCK; IN AN AMOUNT NOT TO EXCEED $533,368; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

11.5. Resolution No. R2025-140 Information Technologies (IT) Master Purchase (Ricardo Castillo, Chief Information Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE UTILIZATION OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, NATIONAL COOPERATIVE PURCHASING ALLIANCE, GSA CONTRACTS AND OTHER NATIONAL COOPERATIVES FOR THE PURCHASE OF THE CITY'S INFORMATION TECHNOLOGY HARDWAWRE, SOFTWARE SERVICE AND MAINTENANCE OPERATIONAL NEEDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASES WITH THE AWARDED VENDORS & AUTHORIZED DISTRIBUTORS IN THE TOTAL BUDGETED AMOUNT NOT TO EXCEED THE AMOUNTS HEREIN FOR FISCAL YEAR 2025-2026; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.6. Resolution No. R2025-141 Budget Controls (Vice Mayor Daniela Jean and Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A COMPREHENSIVE POLICY GOVERNING INTERNAL BUDGET TRANSFERS, CONTINUING APPROPRIATIONS, REPORTING REQUIREMENTS, AND FINANCIAL TRANSPARENCY; SETTING FORMAL APPROVAL THRESHOLDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

12. BUSINESS TAX RECEIPTS - None

13. APPOINTMENTS

13.1. Reappointing Fabio Nick to the Eastern Shores Security Guard Special Taxing District (ESSGSTD) Board (Andrise Bernard, MCM,

City Clerk)

13.2. Reappointing Eric Isicoff to the Eastern Shores Security Guard Special Taxing District (ESSGSTD) Board (Andrise Bernard, MCM, City Clerk)

13.3. Reappointing Marc Einbinder to the Eastern Shores Security Guard Special Taxing District (ESSGSTD) Board (Andrise Bernard, MCM, City Clerk)

13.4. Reappointing Lior Sharabani, Alternate, to the Eastern Shores First Addition Security Guard Special Taxing District (Andrise Bernard, MMC, City Clerk)

13.5. Reappointing Daniel Bakalarz to the Eastern Shores First Addition Security Guard Special Taxing District (Andrise Bernard, MMC, City Clerk)

13.6. Reappointing Stanley Brown to the Eastern Shores First Addition Security Guard Special Taxing District (Andrise Bernard, MMC, City Clerk)

13.7. Reappointing David Templer to the Eastern Shores First Addition Security Guard Special Taxing District (Andrise Bernard, MMC, City Clerk)

13.8. Reappointing Bruce Lamberto to the Public Utilities Commission (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner Phyllis Smith.

13.9. Appointing Ariel Vasquez to the Public Utilities Commission (Andrise Bernard, MMC, City Clerk

Nominated by Commissioner McKenzie Fleurimond.

13.10. Appointing Carmen Bethel to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

13.11. Appointing Juana Perez to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

13.12. Appointing Jonathan Cyprien to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

14. MISCELLANEOUS ITEMS - None

15. DISCUSSION ITEMS

15.1. City Attorney (Commissioner Lynn Su)

15.2. Asphalt Work in Eastern Shores (Commissioner Fortuna Smukler)

15.3. Florida Retirement System (FRS) (Commissioner Fortuna Smukler)

15.4. Review of Bus Shelters Design and Locations (Kerlyne, McHenry,

Interim Public Works Director)

15.5. Discussion on Condominium and Homeowner's Association Transparency Ordinance (Commissioner Lynn Su)

15.6. City Manager Position Process (Commissioner Fortuna Smukler)

15.7. NMB Water (Commissioner Lynn Su)

15.8. Regular Commission Meeting Minutes of June 17, 2025 (Commissioner Lynn Su)

15.9. Resolution No. R2025-XX Amendment to Resolution 2024-121 (Commissioner Lynn Su)

16. CITY MANAGER'S REPORT

16.1. NMBPD Monthly Report (August 2025)

16.2. Capital Improvement Program (CIP) Portfolio Dashboard

16.3. Washington Park Update

16.4. Expansion of Voting Authority for Public Utilities Commission Boards

16.5. Audit Status

16.6. American Rescue Plan Quarterly Update - Copy of Submission

17. CITY ATTORNEY'S REPORT- None

18. CITY COMMISSION REPORTS

19. MAYOR'S DISCUSSION

20. NEXT REGULAR CITY COMMISSION MEETING

Tuesday, October 21, 2025

21. ADJOURNMENT

Consent Agenda
9.1.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Commission Conference Minutes of July 15, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Commission Conference Minutes of July 15, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, July 15, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

City Commission Conference Minutes

ROLL CALL OF THE CITY OFFICIALS

The Commission Conference was called to order at 5:10pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su.

The Mayor and Commission and North Miami Policer Chief Juan Pinillos introduced a police dog.

The Mayor and Commission presented a medal of civic activism and community service to Sir Diego Brazil.

The Mayor and Commission presented a proclamation recognizing Jeffrey Berson.

The Mayor and Commission announced the launching of the John Philome Memorial Scholarship.

The Mayor and Commission presented a proclamation recognizing Parks and Recreation Month.

The Mayor and Commission presented a proclamation recognizing Plus Pierre.

The Mayor and Commission presented a proclamation recognizing Gang Alternative, Inc.

The Mayor and Commission presented a proclamation recognizing Yvette Harris.

The Mayor and Commission presented a proclamation recognizing Katy Meagher.

The Mayor and Commission presented a certificate of recognition to Franklin Tarver for Kayla Jones.

The Mayor and Commission presented a certificate of recognition to Bruce Lamberto.

ADJOURNMENT

The Commission Conference was adjourned at 6:04pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.2.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Regular Commission Meeting Minutes of July 15, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Regular Commission Meeting Minutes of July 15, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, July 15, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

City Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Regular Commission Meeting was called to order at 7:01pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su.

INVOCATION by Pastor Ariel Vasquez of 3rd Day Church.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced the following:

- A presentation recognizing Mario Diaz will be deferred to a future meeting.
- At the request of the City Manager, Resolution R2025-101 regarding Approving a Change Order to the Contract with Sprypoint Services, Inc. for Billing and Customer Service Modernization Services will be withdrawn.
- At the request of Commissioner Smukler, a discussion item regarding the health insurance renewal will be moved and heard before the Consent Agenda.
- At the request of Commissioner Smith, Resolution R2025-73 regarding Approving Contract with Multiple Vendors for the Purchase and Installation of Office Furniture will be pulled.
- A resolution regarding TPS will be added to Legislation.
- At the request of the City Manager, a discussion item a budget update will be withdrawn.
- Commissioner Su requested to move the Regular Commission Meeting Minutes of June 17, 2025 from the Consent Agenda for discussion.

- Commissioner Su requested to move Resolution R2025-97 regarding Authorizing Public Works to Address Urgent Traffic Concerns by Implementing Certain Traffic Calming Measures from the Consent Agenda to Legislation.
- Commissioner Su requested to move Resolution R2025-107 regarding Expressing Opposition to the Proposed Miami Dade County 159th Street Expansion Project from the Consent Agenda to Legislation.
- Commissioner Jean requested to move Resolution R2025-95 regarding Establishing a Merchant/Business Association Program from the Consent Agenda to Legislation.

Motion to **approve** the Commission Meeting agenda as amended made by Vice Mayor Chernoff, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 7-0**.

PRESENTATIONS/DISCUSSIONS

Sarah Perry discussed the Aden Perry Hero Life Ring initiative and foundation.

Chief of Police Juan Pinillos presented a video regarding hurricane preparedness.

PUBLIC COMMENT

The Commission Meeting was opened for public comment and City Clerk Andrise Bernard stated the rules of public comment and the pledge of civility.

The following person(s) made comments on the record:

1. Whitney Padote
2. Daniel Pierre
3. Bruce Lamberto
4. Leslie Sardinia
5. Ruth Ogen
6. Mara Hauck
7. Tricia Harris
8. Ketley Joachim
9. Barbara Kramer
10. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

ANNOUNCEMENTS

Jasmine Joseph of the Communications Department presented a video that announced the upcoming National Parks and Recreation Month, Farm Share food distribution, DMV and Tax Collector mobile on-site, senior luncheon, Peruvian cultural festival, UMC mobile health clinic, after school program registration, National Night Out event, Zumba exercise class, school supplies giveaway and health fair, 151st Street station community workshop, and Budget Workshops and Hearings.

CITY COMMISSION REPORTS

Commissioner Fleurimond thanked everyone for providing public comment and discussed the importance of moving the city forward and improving signage and beautification.

Commissioner Jean discussed sponsorship and funding for the city centennial, the recent hurricane preparedness event, outreach concerning development near the library, a comprehensive ARPA plan, praised the Procurement and Public Works Departments regarding the roundabout project, commended city management for moving the city forward and challenged staff to work close together and create synergy, and talked about opportunities to receive grants.

Commissioner Smith discussed the importance of teaching children to swim, sections of the city that are very divided with Miami-Dade County and North Miami, installing benches, and expressed the need to focus on priorities.

Commissioner Smukler announced an upcoming event with Miami-Dade Tax Collector Dariel Fernandez and the school supplies giveaway, expressed condolences to David Lawrence Jr. and his family, wished everyone a safe summer, and discussed the importance of teaching children to swim.

Commissioner Su discussed a recent meeting with the mayor and administration of another city and issues regarding the City Attorney.

Vice Mayor Chernoff discussed the status of the tennis center, the city centennial celebration, issues regarding the consent agenda, having two meetings a month, announced an upcoming Farm Share food distribution event, and praised staff for drafting the resolution regarding TPS.

Mayor Joseph discussed pending legislation to facilitate commission meetings.

DISCUSSION

Interim Director of Human Resources Jacob Newman and Eric Brewer of Corporate Synergies/Foundation Risk Partners provided a presentation regarding the health insurance renewal. The Mayor and Commission recommended Option D consisting of an additional $5.00 employee contribution per weekly paycheck (48 pay periods).

CONSENT AGENDA

Commission Conference Minutes of June 17, 2025

Special Commission Meeting Minutes of June 26, 2025

Resolution R2025-89 Approving a Grant Award for the FY 2022 Edward Byrne Memorial Justice Award for NMB Police Department (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE POSTING OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, BY THE UNITED STATES BUREAU OF

JUSTICE ASSISTANCE, IN THE AMOUNT OF $25,652.00 FOR THE GRANT PERIOD OF OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-90 Authorizing the City Manager to Execute a Grant Agreement with FEMA and FDEM for the Acquisition of a Standby Generator for the Norwood Water Treatment Plant (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE ACQUISITION OF A STANDBY GENERATOR FOR THE SOUTH HIGH SERVICE PUMPS AT THE NORWOOD WATER TREATMENT PLANT, UNDER GRANT AGREEMENT #4673-208-R (FEMA PROJECT 677); AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT FUNDING AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-91 Approving a Budget Amendment to Allocate Matching Funds for the FEMA Hazard Mitigation Grant Project for the Norwood Water Treatment Plant (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO ALLOCATE MATCHING FUNDS FOR THE FEMA HAZARD MITIGATION GRANT PROJECT FOR THE NORWOOD WATER TREATMENT PLANT GENERATOR PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-92 Approving a Purchase Order with Eaton Corporation for the Purchase of Two Electrical Transfer Switchgear Systems (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH EATON CORPORATION FOR THE SOLE SOURCE PURCHASE OF TWO ELECTRICAL TRANSFER SWITCHGEAR SYSTEMS IN AN ESTIMATED BUDGETED AMOUNT OF $233,070.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-93 Approve a Purchase Order for SCADA Software Configuration and Integration Services with Trihedral Inc. (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SINGLE QUALIFIED RESPONSIVE AND RESPONSIBLE RESPONDENT TO REQUEST FOR PROPOSALS RFP-2025-018

ENGINEERING CONSULTING SERVICES FOR SCADA SOFTWARE CONFIGURATION AND INTEGRATION SERVICES; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CTS ENGINEERING, INC., AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, TO RESOLICIT THE PROJECT.

Resolution R2025-94 Authorizing a Purchase Order for Meters and Registers with Core & Main (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH CORE & MAIN FOR THE SOLE SOURCE PURCHASE OF METERS AND REGISTERS IN A BUDGETED AMOUNT NOT TO EXCEED $67,703.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-96 Approving Revisions to the Traffic Calming Manual Policy (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO APPROVE REVISION OF THE CITY OF NORTH MIAMI BEACH TRAFFIC CALMING MEASURES MANUAL TO UPDATE CERTAIN POLICIES AND PROCEDURES REGARDING RESIDENT BALLOTING AND CRITERIA FOR BYPASS OF RESIDENT APPROVAL MEASURES; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-98 Directing Staff to Research for Claiming Uncollected Community Development Block Grant Funds from Miami Dade County (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DIRECTING CITY STAFF TO RESEARCH AND IDENTIFY ANY UNCLAIMED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MIAMI-DADE COUNTY; AND DIRECTING THE INTERIM CITY MANAGER TO COORDINATE RESEARCH AND COLLECTION EFFORTS; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-99 Approving and Authorizing an Agreement with Miami Dade County to Provide Water Safety Education and Instruction Services Under the Zero Drownings Miami Dade Program (Ian Fors, Interim Parks and Recreation Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH TO PROVIDE WATER SAFETY EDUCATION AND INSTRUCTION SERVICES UNDER THE ZERO DROWNINGS MIAMI-DADE PROGRAM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-100 Authorization for the Interim City Manager to Negotiate a Memorandum of Understanding with the State Attorney's Office (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING PARTNERSHIP WITH THE MIAMI-DADE COUNTY STATE ATTORNEY'S OFFICE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-102 Approving a Change Order to the Purchase Order with Caballero, Fierman, Llnera, & Garcia, LLP. for Extended Financial Reporting Assistance (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE PURCHASE ORDER CABALLERO, FIERMAN, LLENERA & GARCIA, LLP INCREASING THE TOTAL BUDGETED EXPENDITURE BY $100,000.00 FOR THE EXTENDED FINANCIAL REPORTING ASSISTANCE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-103 Approving a Budget Amendment to Increase the Purchase Order with Caballero, Fierman, Llerena, & Garcia, LLP. for Fiscal Year 2024 Audit Support (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO INCREASE THE PURCHASE ORDER WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR FISCAL YEAR 2024 AUDIT SUPPORT; FOR THE ANNUAL AUDIT; AND PROVIDING AN EFFECTIVE DATE.

Resolution R2025-104 Approving a Contract Amendment with CBIZ CPA's P.C. for External Auditing Services (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CBIZ CPAS P.C. INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY $60,000.00 FOR THE PURCHASE OF EXTERNAL AUDITING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-105 Approving Task Order No. 2 to Develop a 20 Year Capital Improvement Plan for the City's Water and Wastewater Systems with Kimley-Horn (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF A 20-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY'S WATER AND WASTEWATER SYSTEMS IN AN AMOUNT NOT TO EXCEED $143,350.00 WITH KIMLEY-HORN & ASSOCIATES, INC. UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-106 Approving a Contract with Andrew Plotkin as Interim City Manager (Andrew Plotkin, Interim City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT FOR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-108 Expressing the City's Intent to Utilize Miami-Dade County's Certified Small Business Enterprise (SBE) Program (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING ITS INTENTION TO UTILIZE MIAMI-DADE COUNTY'S CERTIFIED SMALL BUSINESS ENTERPRISE (SBE) PROGRAM TO ENCOURAGE AND SOLICIT SMALL BUSINESS PARTICIPATION IN CITY PROCUREMENT; DIRECTING THE CITY'S PROCUREMENT MANAGEMENT DEPARTMENT TO COORDINATE SUCH EFFORTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** the Consent Agenda made by Vice Mayor Chernoff, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

QUASI-JUDICIAL

Resolution R2025-109 Approving the Vacation of Portions of a Public Right-of-Way (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE VACATION OF PORTIONS OF AN ORIGINALLY DEDICATED PUBLIC RIGHT-OF-WAY CONSISTING OF A 10 FOOT WIDE UNIMPROVED ALLEY, 0.153+/- ACRES, SITUATED IN THE STATE OF FLORIDA, COUNTY OF MIAMI-DADE, LYING IN SECTION 21 TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEING PART OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED IN EXHIBIT "A"

ATTACHED HERETO AND INCORPORATED HEREIN, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** to hear both Resolution R2025-109 and Resolution R2025-110 at the same time made by Commissioner Su, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 5-0** with Mayor Joseph and Commissioner Jean off the dais.

Resolution R2025-110 Consideration to Approve a Site Plan Application, Conditions and One Variance for the Construction of Two Ten Story Multi-Family Buildings Between N.E. 140th Street and North Highland Drive (Zafar Ahmed, Community Development Director)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING OF A DEVELOPMENT SITE PLAN APPLICATION WITH CONDITIONS, AND ONE VARIANCE FOR THE CONSTRUCTION OF TWO TEN STORY MULTI-FAMILY BUILDINGS WITH A TOTAL OF NO MORE THAN 293 RESIDENTIAL DWELLING UNITS, ONE NINE LEVEL PARKING STRUCTURE WITH 419 SPACES, AND ASSOCIATED AMENITIES, GENERALLY LOCATED EAST OF N.E. 20th PLACE BETWEEN N.E. 140th STREET AND NORTH OF HIGHLAND DRIVE AND A VARIANCE FROM SECTION 24-58.4 (J) TO ALLOW A MAXIMUM BUILDING HEIGHT OF 121 FEET 8 INCHES (10 STORIES) FOR BOTH THE NORTHERN AND SOUTHERN BUILDINGS; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard announced that the subject matter of any ex-parte communication together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter and stated that she received a Jennings Disclosure form from Vice Mayor Chernoff, Commissioner Jean, Commissioner Smith, Commissioner Smukler, and Commissioner Su.

Commissioner Fleurimond disclosed the names of the individuals that he communicated with regarding the item and confirmed that he can make a decision based on the information presented at the meeting.

City Clerk Andrise Bernard asked anyone who will be providing testimony regarding the item to raise their right hand and be sworn in.

Director of Community Development Zafar Ahmed provided an explanation regarding the alley vacation request. Vanessa Madrid appeared before the Mayor and Commission and discussed the request for the alley vacation, site plan approval, non-use variance, and impact fees. Jose Guerra provided images/renderings of the proposed development project.

The meeting was opened for **PUBLIC COMMENT**.

1. Mubarak Kazan
2. Tricia Harris

The meeting was closed for **PUBLIC COMMENT**.

Mayor Joseph disclosed the names of the individuals that he communicated with regarding the item and confirmed that he can make a decision based on the information presented at the meeting.

The Mayor and Commission discussed the proposed development project and public art at the property site, affordability, traffic, parking, impact fees, and open space.
Adrian Dabkowski provided traffic concurrency and capacity analysis.

Motion to **approve** Resolution R2025-110 made by Vice Mayor Chernoff, seconded by Commissioner Smith.

Roll Call Vote:
Fleurimond - **Yes**
Jean - **Yes**
Smith - **Yes**
Smukler - **No**
Su - **Yes**
Chernoff - **Yes**
Joseph - **Yes**

MOTION PASSED 6-1 with Commissioner Smukler opposed.

Motion to **approve** Resolution R2025-109 made by Vice Mayor Chernoff, seconded by Commissioner Smith.

Roll Call Vote:
Jean - **Yes**
Smith - **Yes**
Smukler - **Yes**
Su - **Yes**
Fleurimond - **Yes**
Chernoff - **Yes**
Joseph - **Yes**

MOTION PASSED 7-0.

Commissioner Jean asked for an update regarding resurfacing and speed bumps in Highland Village and Commissioner Smith asked for an overview of Highland Village including regulations for construction trucks.

LEGISLATION

Ordinance No. 2025-02 (Second Reading) Code Amendment to Allow for Only Property Owners to Open Water and Sewer Accounts and Establish Recurring Minimum Charges (Hamid Nikvan, NMB Water Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-4 ENTITLED "WATER AND SEWER DEPOSITS", SECTION 19-9 ENTITLED "DEFINITIONS", SECTION 19-10.1 ENTITLED "APPLICATION, TERM; CHANGE OF OWNERSHIP; TURN-ON REQUESTS", SECTION 19-11.3 ENTITLED "CONSUMER RATES-METERED", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-17 ENTITLED "LEAKS AND WASTE", SECTION 19-20 ENTITLED "MISCELLANEOUS PROVISIONS", SECTION 19-31 ENTITLED "RATES AND CHARGES"; PROVIDING FOR PROPERTY OWNER WATER ACCOUNTS AND BILLING CONTINUITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Joseph Geller stated that Ordinance No. 2025-02 should be pulled from the agenda.

Motion to **defer** Ordinance No. 2025-02 to the next Commission meeting made by Commissioner Smith, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Ordinance No. 2025-03 (Second Reading) Amending Guidelines for Appointments of the Economic Development Commission (Commissioner McKenzie Fleurimond and Commissioner Phyllis Smith)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING SECTION 2-49.7 ENTITLED "GUIDELINES FOR APPOINTMENTS" OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERROR, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Smith and Commissioner Fleurimond provided an explanation of the ordinance.

Motion to **approve** Ordinance No. 2025-03 made by Commissioner Smith, seconded by Commissioner Fleurimond.

Roll Call Vote:
Smith - **Yes**
Smukler - **Yes**
Su - **Yes**
Fleurimond - **Yes**
Jean - **Yes**
Chernoff - **Yes**
Joseph - **Yes**

MOTION PASSED 7-0 on second reading.

Ordinance No. 2025-06 (First Reading) Amending Water and Sewer Impact Fees (Hamid Nikvan, NMB Water Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-11.2 ENTITLED "INSTALLING, REPAIRING, READING, TESTING, FEE WHERE SEAL BROKEN", SECTION 19-12.2 ENTITLED "DELINQUENT ACCOUNTS; SHUTTING OFF WATER", SECTION 19-15.8 ENTITLED "ANNUAL INSPECTION, TEST, CHARGES", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-22 ENTITLED "ADDITIONAL CHARGE FOR EXPANSION AND UPGRADING OF CITY'S WATER FACILITIES", SECTION 19-23 ENTITLED "FIRE FLOW DEMAND CHARGE ON NEW BUILDINGS AND CONVERSIONS", AND SECTION 19-31 ENTITLED "RATES AND CHARGES" TO REVISE THE SECTION TITLE AND TO UPDATE THE MISCELLANEOUS FEES AND THE CONNECTION CHARGES FROM NEW DEVELOPMENTS DUE TO UPDATES IN NMB WATER'S CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of NMB Water Hamid Nikvan provided an explanation of the ordinance.

The meeting was opened for **PUBLIC COMMENT**.

1. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

Commissioner Smith recommended changes to the ordinance and City staff will bring back the item with the revisions for second reading.

Motion to **approve** Ordinance No. 2025-06 made by Commissioner Smukler, seconded by Vice Mayor Chernoff.

Roll Call Vote:
Smukler - **Yes**
Su - **Yes**
Fleurimond - **Yes**
Jean - **Yes**
Smith - **No**
Chernoff - **Yes**
Joseph - **Yes**

MOTION PASSED 6-1 on first reading with Commissioner Smith opposed.

Ordinance No. 2025-07 (First Reading) Unsolicited Proposals Process (Shereece George-Depusoir, Chief Procurement Officer)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A PROCEDURE FOR RECEIVING, ACCEPTING, AND EVALUATING UNSOLICITED PROPOSALS FOR QUALIFYING PROJECTS PURSUANT TO FLORIDA STATUTES 255.065; PROVIDING DEFINITIONS; ESTABLISHING REQUIREMENTS FOR REVIEW, PUBLIC INTEREST DETERMINATION, COMPETITIVE SOLICITATION, PROFESSIONAL REVIEW, AGREEMENT EXECUTION, AND CONFIDENTIALITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Chief Procurement Officer Shereece George-Depusoir provided an explanation of the ordinance.

The meeting was opened for **PUBLIC COMMENT**.

1. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

Commissioner Su stated that additional language from the state statute should be incorporated in the city ordinance.

Motion to **approve** to direct the City Attorney and the City Clerk to conduct a legal and ethical review regarding recent outreach and activity by AECOM and suspend business and engagement with AECOM and affiliates until the investigation is complete and develop a policy or draft an ordinance requiring all unsolicited P3 proposals routed through the Office of the City Manager and all vendor meetings regarding procurement publicly noticed or logged made by Commissioner Su.
There was no second to the motion.

Motion to **amend** Ordinance No. 2025-07 to add language in section 2(b) regarding the application fee made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **amend** Ordinance No. 2025-07 to add language in section 3(b)(ii) regarding the public interest determination made by Commissioner Smith, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** Ordinance No. 2025-07 as amended made by Vice Mayor Chernoff, seconded by Commissioner Smith.

Roll Call Vote:
Su - **Yes**
Fleurimond - **Yes**
Jean - **Yes**
Smith - **Yes**
Smukler - **Yes**
Chernoff - **Yes**

Joseph - **Yes**

MOTION PASSED 7-0 on first reading as amended.

Motion to **approve** to extend the meeting to 12:15am made by Vice Mayor Chernoff, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-111 Establishing the Proposed Millage Rate for the Levying of Ad Valorem Taxes for the Fiscal Year 2025-2026 (Sheron Stewart, Budget Administrator)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025 AND THE CALCULATED "ROLLED-BACK" RATE AND THE DATE, TIME, AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO TRANSMIT THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF SECTION 200.065, FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Budget Administrator Sheron Stewart provided an explanation of the resolution and presented taxable value history, debt service millage rates, and millage rate impact.

City Attorney Joseph Geller stated that the First Public Budget Hearing will be on September 8, 2025 at 6:00pm and the Second Public Budget Hearing will be on September 25, 2025 om 6:00pm.

Motion to **approve** Resolution R2025-111 made by Vice Mayor Chernoff, seconded by Commissioner Smith.

Roll Call Vote:
Fleurimond - **Yes**
Jean - **Yes**
Smith - **Yes**
Smukler - **Yes**
Su - **Yes**
Chernoff - **Yes**
Joseph - **Yes**

MOTION PASSED 7-0.

Resolution R2025-112 Approving the Qualified Firm for RFP-2025-018 Engineering Consulting Services for Texas U-Turn Roadway Project with CTS Engineering Inc. (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SINGLE QUALIFIED RESPONSIVE AND RESPONSIBLE RESPONDENT TO REQUEST FOR PROPOSALS RFP-2025-018 ENGINEERING CONSULTING SERVICES FOR TEXAS U-TURN ROADWAY PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CTS ENGINEERING, INC. AND IF NEGOTIATIONS ARE UNSUCCESSFUL TO RESOLICIT THE PROJECT.

Chief Procurement Officer Shereece George-Depusoir provided an explanation of the resolution.

City Attorney Joseph Geller stated that the resolution will authorize city staff to negotiate a contract and the contract will come back to the Mayor and Commission for approval.

Motion to **approve** Resolution R2025-112 made by Vice Mayor Chernoff, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 6-1** with Commissioner Jean opposed.

The Mayor and Commission agreed to extend the meeting to 12:25am.

Resolution R2025-113
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE LAUNCH OF A PILOT INITIATIVE TEMPORARY PROTECTED STATUS COMMUNITY LEGAL SUPPORT PROGRAM IN AN AMOUNT NOT TO EXCEED $75,000.00; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Joseph Geller stated that the resolution was sponsored by the Mayor and Commission.

Motion to **approve** Resolution R2025-113 made by Commissioner Smukler, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 7-0**.

APPOINTMENTS

Motion to **approve** the appointments of Commissioner Daniela Jean as Vice Mayor effective September 1, 2025 and Juana Thomas to the Commission on Aging/Senior Citizens Advisory Board made by Commissioner Smukler, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

LEGISLATION

Resolution R2025-95 Establishing a Merchant/Business Association Program (Commissioner Phyllis Smith)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO ESTABLISH A MERCHANT/BUSINESS ASSOCIATION CREATION PROGRAM TO ENCOURAGE AND STIMULATE ECONOMIC GROWTH IN THE CITY; AND AUTHORIZING THE INTERIM CITY MANAGER TO DESIGNATE FUNDS TO PAY FOR GRANTS TO ELIGIBLE APPLICANTS FOR FORMATION AND OPERATION OF MERCHANT AND INDUSTRY BASED ASSOCIATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-95 was moved from the Consent Agenda to Legislation.

Commissioner Smith provided an explanation regarding the resolution.

Motion to **approve** Resolution R2025-95 made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-97 Authorizing Public Works to Address Urgent Traffic Concerns by Implementing Certain Traffic Calming Measures (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ADDRESS URGENT TRAFFIC CONCERNS BY IMPLEMENTING CERTAIN TRAFFIC CALMING MEASURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-97 was moved from the Consent Agenda to Legislation.

Interim Director of Public Works Kerlyne McHenry provided an explanation of the resolution.

Motion to **approve** Resolution R2025-97 made by Commissioner Smith, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-107 Expressing Opposition to the Proposed Miami Dade County 159th Street Expansion Project (Commissioner Phyllis Smith and Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO THE PROPOSED MIAMI-DADE COUNTY ROAD WIDENING PROJECT ALONG NW 159th STREET; RAISING CONCERNS RELATED TO LAND USE, PUBLIC SAFETY, ENVIRONMENTAL IMPACT, AND COMMUNITY PRESERVATION; URGING MIAMI-DADE COUNTY TO HALT FURTHER ACTION ON THE PROJECT UNTIL FULL COMMUNITY INPUT IS OBTAINED AND IMPACTS ARE ADEQUATELY ADDRESSED; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-107 was moved from the Consent Agenda to Legislation.

Commissioner Su announced several additions and revisions to the resolution.

Motion to **amend** Resolution R2025-107 made by Commissioner Su, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** Resolution R2025-107 as amended made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

The following items were on the agenda but not heard at the meeting:

DISCUSSION ITEMS

Sustainability Initiatives
Water Revenue Loss Analysis and Findings
City Attorney

CITY MANAGER'S REPORT

Miami Gardens v. North Miami Beach - Weekly Settlement Claims Administration Progress Update
NMBPD Monthly Report
NMB Water Updates and Highlights
Capital Improvement Program (CIP) Portfolio Dashboard
Washinton Park Update
Update from Centennial Committee
Elected Officials Security Measures
Boards and Committees Oversight

ADJOURNMENT

The meeting was adjourned at 12:24am.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.3.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Special Commission Meeting Minutes of July 24, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Special Commission Meeting Minutes of July 24, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, July 24, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

City Manager Mario A. Diaz

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

Special Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Special Commission Meeting was called to order at 6:01pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Fortuna Smukler, and Commissioner Lynn Su. Commissioner Phyllis Smith was absent.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

City Attorney Joseph Geller discussed the litigation matter regarding Karl J. Anderson v. City of North Miami Beach and stated that it makes economic sense to accept the settlement agreement.

Motion to **approve** to accept the recommendation of outside counsel to settle the case of Karl J. Anderson v. City of North Miami Beach in the amount of $200,000.00 made by Commissioner Su, seconded by Commissioner Smukler.

Roll Call Vote
Fleurimond - **Yes**
Jean - **Yes**
Smukler -**Yes**
Su - **Yes**
Chernoff - **Yes**
Joseph - **Yes**

MOTION PASSED 6-0 with Commissioner Smith absent.

ADJOURNMENT

The Special Commission Meeting was adjourned at 6:07pm.

ATTEST:

(SEAL)

_____

Andrise Bernard, MMC, City Clerk

Consent Agenda
9.4.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Special Commission Meeting Minutes of July 29, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Special Commission Meeting Minutes of July 29, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, July 29, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

Special Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Special Commission Meeting was called to order at 9:02am.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Phyllis Smith, and Commissioner Fortuna Smukler. Commissioner Daniela Jean and Commissioner Lynn Su were absent.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

LEGISLATION

Resolution R2025-114 Amending the Proposed Budget Hearing Dates for the Proposed Budget of Fiscal Year 2025-2026

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025, THE CALCULATED "ROLLED-BACK" RATE, AND AMENDING THE SCHEDULE FOR THE BUDGET PUBLIC HEARINGS ON THE CITY'S PROPOSED BUDGET FOR FISCAL YEAR 2025-2026; ESTABLISHING NEW DATES FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO TRANSMIT THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE

COUNTY PURSUANT TO THE REQUIREMENTS OF SECTION 200.065, FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** Resolution R2025-114 made by Commissioner Smith, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 5-0** with Commissioner Jean and Commissioner Su absent.

ADJOURNMENT

The Special Commission Meeting was adjourned at 9:07am.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.5.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Budget Workshop Minutes of August 6, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Budget Workshop Minutes of August 6, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Wednesday, August 6, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

City Commission Budget Workshop Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Workshop was called to order at 5:19pm.
Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su were present.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

PRESENTATIONS/DISCUSSION

Interim City Manager Andrew Plotkin discussed the Fiscal Year 2026 budget process.

Interim Deputy City Manager/Chief Financial Officer Tarik Rahmani presented an economic outlook for the United States, Florida, Miami-Dade County, and North Miami Beach, millage rate history and comparison, taxable property values by neighborhood, revenue forecast and total resources, general fund reserve balances and expenditures, water surcharge amounts, salaries and benefits, and department vacancy rates.

Deputy Chief of Police Stuart Nichols presented the accomplishments and goals of the administration, operations, investigation, and community affairs divisions of the North Miami Beach Police Department, department program alignment and performance measures, and budget summary including salaries and operating costs.

Interim Director of Public Works Kerlyne McHenry presented a department overview and organization chart, accomplishments and completed projects, beautification efforts and achievements, performance dashboards, Capital Improvement Projects (CIP) management, opportunities and challenges, and budget summary including salaries/positions and programs.

Interim Director of Parks and Recreation Ian Fors presented a department overview, challenges and opportunities, accomplishments, performance measures, and a budget summary.

Chief Information Officer Ricardo Castillo presented an overview of the Information Technology (IT) Department, budget allocation percentage, accomplishments and goals, and provided a pledge.

Director of Community Development Zafar Ahmed presented a department overview and budget summary regarding Planning and Zoning, Business Tax Receipts, and Code Compliance.

Chief Procurement Officer Shereece George Depusoir presented a department overview and organizational chart, strategic priorities and initiatives, achievements and certifications, and a budget summary.

ADJOURNMENT

The Budget Workshop was adjourned at 9:26pm.

ATTEST:

(SEAL)

_____

Andrise Bernard, MMC, City Clerk

Consent Agenda
9.6.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Budget Workshop Minutes of August 19, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Budget Workshop Minutes of August 19, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, August 19, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

City Commission Budget Workshop Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Workshop was called to order at 4:03pm.
Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Phyllis Smith (arrived after roll call), Commissioner Fortuna Smukler, and Commissioner Lynn Su were present. Commissioner Daniela Jean was absent.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

PRESENTATIONS/DISCUSSION

Interim City Manager Andrew Plotkin presented an organizational flow chart of the City Manager's Office and provided a budget comparison summary of fiscal years 2025 and 2026.

Interim Communications Manager Jasmine Joseph provided a department focus overview and presented an organizational chart, a timeline of centennial events, and budget requests.

Interim Assistant City Manager Marline Monestime presented the proposed Housing and Economic Development Department budget and goals for fiscal year 2025-2026 and discussed major accomplishments and challenges from fiscal year 2024-2025.

Director of NMB Water Hamid Nikvan provided an organizational chart and presented the fiscal year 2025 budget and expenditures with utilities fund balances, the proposed budget for fiscal year 2026, outside surcharge revenue, capital improvement projects regarding the Norwood Water Treatment Plant, wastewater collection, and water transmission, and a smart utilities procurement timeline.

Library Director Edenia Hernandez presented a department overview and provided an organizational chart and budget goals and accomplishments for fiscal years 2025 and 2026.

Interim Director of Human Resources and Risk Management Jacob Newman provided an organizational chart and presented challenges and accomplishments, fiscal year 2026 budget requests and contingency, and fiscal year 2025 expenses.

Interim Director of Finance Seth Ben-Shoshan provided an organizational chart and presented the fiscal year 2026 budget requests and challenges and opportunities.

Assistant City Clerk Elisabeth Pierre provided a department overview and presented highlights and a budget summary of fiscal years 2025 and 2026.

ADJOURNMENT

The Budget Workshop was adjourned at 5:43pm.

ATTEST:

(SEAL)

_____

Andrise Bernard, MMC, City Clerk

Consent Agenda
9.7.

City of North Miami Beach
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North Miami Beach, Fl 33162
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Budget Workshop Minutes of August 26, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Budget Workshop Minutes of August 26, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, August 26, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

City Commission Budget Workshop Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Workshop was called to order at 5:05pm.
Vice Mayor Jay Chernoff, Commissioner Daniela Jean, Commissioner McKenzie Fleurimond (arrived after roll call), Commissioner Phyllis Smith (arrived after roll call), Commissioner Fortuna Smukler, and Commissioner Lynn Su were present. Mayor Michael Joseph was absent.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

There was a moment of silence in honor of two recently deceased City employees.

PRESENTATIONS/DISCUSSION

Building Official Daniel Ozuna discussed the role of the Building Department, provided an organizational chart, and presented the permitting process, performance measures, ongoing projects and programs, and a budget summary with comparisons, requests, and initiatives.

Interim Director of Public Works Kerline McHenry discussed the Capital Improvement Program (CIP) operating budget and 5 year plan excluding NMB Water and Utilities, provided an organizational chart, and presented a budget overview with requests and fund sources, Community Redevelopment Agency (CRA) and American Rescue Plan Act (ARPA) projects, traffic calming and road improvement projects, a 20 year CIP plan, portfolio performance management and fiscal status, key performance indicators, and projects regarding Washington Park, speed humps, restriping and resurfacing, and stormwater and drainage.

ADJOURNMENT

The Budget Workshop was adjourned at 6:56pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.8.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Mayor Michael Joseph, Commissioner Phyllis Smith, and Commissioner Fortuna Smukler
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-115 Establishing the NMB Water Relief Act (Mayor Michael Joseph, Esq., Commissioner Phyllis Smith, Commissioner Fortuna Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CREATION AND IMPLEMENTATION OF THE NMB WATER RELIEF ACT TO PROVIDE DISCOUNTS ON WATER BILLS FOR NORTH MIAMI BEACH WATER RECIPIENTS QUALIFYING FOR CERTAIN REAL PROPERTY TAX EXEMPTIONS FROM THE STATE OF FLORIDA; AND TO PROVIDE DISCOUNTS ON WATER BILLS FOR NORTH MIAMI BEACH RESIDENTS THAT ENROLL IN AUTOMATIC WATER BILL PAYMENTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida provides ad valorem property tax exemptions for several classes of Florida residents including, without limitation, persons 65 years and older, totally and permanently disabled persons, deployed service members, surviving spouses of first responders and veterans who died in the line of duty; and

WHEREAS, the Mayor and City Commission of the City of North Miami Beach wish to establish a voluntary program under the NMB Water Relief Act providing similar accommodations by offering a water bill discount in the amount of ten percent (10%), not to exceed $200 annually, to City of North Miami Beach Water recipients, with annual renewal, receiving any of the foregoing ad valorem property tax exemptions; and

WHEREAS, the Mayor and City Commission of the City of North Miami Beach also wish to establish another voluntary program providing accommodations to residents by providing a prorated water bill discount, per bill, not to exceed the amount of fifty dollars ($50.00) annually, to City of North Miami Beach residents currently enrolled or those who enroll in automatic water bill payment services; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The programs described above are hereby authorized by the City Commission, and the City Manager is authorized to earmark monies necessary to fund the programs up to $1,000,000 each from the Water Enterprise Fund, until funds are exhausted.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP.

By:_____
JOSEPH S. GELLER

CITY ATTORNEYS

Sponsored by: Mayor Michael Joseph, Esq.,
Co-Sponsored by: Commissioner Phyllis Smith and Commissioner Fortuna Smukler

Consent Agenda
9.9.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Juan Pinillos, Chief of Police
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-116 Recommendation to Award for Towing Services (Juan Pinillos, Chief of Police)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving the Ranking of the Three Most Qualified Firms that responded to Request for Proposals RFP-2025-026-KC Towing Services

Background

The City of North Miami Beach issued Request for Proposals (RFP-2025-026-KC) for Towing Services to ensure the safe and efficient removal, towing, and storage of vehicles. These services are essential to support law enforcement operations, address abandoned or illegally parked vehicles and provide rapid response to incidents where vehicles obstruct traffic or create public safety hazards.

The RFP was structured as a revenue-generating contract. All proposers agreed to provide the 25% administrative fee to the City, in accordance with Florida Statutes, ensuring proper cost recovery and compliance. In addition, each proposer has agreed to tow City-owned vehicles, as needed, at no charge to the City. The term of the contract is three (3) years, with three (3) additional two (2) year renewal terms, subject to the City's sole discretion and satisfactory contractor performance.

The RFP was publicly advertised, and three (3) proposals were received by the deadline on July 11, 2025, from Alpine Towing, Inc.; Dolphin Towing and Recovery, Inc.; and Midtown Towing of Miami, Inc. An Evaluation Committee was convened to review and rank the proposals in accordance with the solicitation criteria. As part of the evaluation process, the Evaluation Committee and the Procurement Management Department conducted site visits to each proposer's facility and confirmed that all firms were compliant with the requirements.

Following review, the Evaluation Committee recommends that the City award towing services contracts to the three responsive and responsible firms:

- Alpine Towing, Inc.
- Dolphin Towing and Recovery, Inc.
- Midtown Towing of Miami, Inc.

Each of the recommended proposers has confirmed compliance with all requirements of the solicitation, including facility proximity to the City and operational capacity.

Recommendation

The City Manager and the Chief Procurement Officer recommends that the City Commission authorize the City Manager, or designee, to execute agreements with the proposers the three responsive and responsible proposers to provide towing services to the City of North Miami Beach, including the required 25% administrative fee and no-cost towing of City-owned vehicles.

Fiscal Impact

There is no direct cost to the City. The City will collect a 25% administrative fee on monthly revenues and benefit from no-cost towing of City-owned vehicles.

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE RANKING OF THE THREE (3) MOST QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR PROPOSALS RFP-2025-026-KC TOWING SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them, except when prohibited by law; and

WHEREAS, on May 30, 2025, the City issued Request for Proposals ("RFP") RFP-2025-026-KC Towing Services, seeking said services for a three (3) year term with three additional two (2) year renewal terms, to provide removal and storage of vehicles and equipment requiring roadside assistance, towing, storage, and recovery services, including but not limited to motor vehicle accidents, breakdowns, forensic evidence handling, and non-consensual removal of vehicles from public streets and areas as needed throughout the City; and

WHEREAS, electronic notices were posted on the City's website and OpenGov.com, and sent to over 33,000 potential local and national firms; and

WHEREAS, on July 11, 2025, three (3) responses were received from Alpine Towing, Inc., Dolphin Towing and Recovery, Inc., and Midtown Towing of Miami, Inc.; and

WHEREAS, the City Manager established an Evaluation Committee comprised of representatives from the City's Fleet, Code Enforcement and Police Departments; and

WHEREAS, the Procurement Management Department conducted an administrative review of the submissions and deemed all submissions responsive. On August 13, 2025, at a publicly advertised meeting, the Evaluation Committee submitted an initial scoring of the responses and conducted a public discussion regarding the established evaluation criteria, including, but not limited to, qualifications, project approach, proximity to the City, and Experience; and

WHEREAS, following the review, the Evaluation Committee recommends that the City award towing services contracts to the three (3) responsive and responsible proposers Alpine Towing, Inc., Dolphin Towing and Recovery, Inc., and Midtown Towing of Miami, Inc.; and

WHEREAS, the City Manager conducted his own due diligence and concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, to execute agreements with the ranked respondents, Alpine Towing, Inc., Dolphin Towing and Recovery Services, Inc., and Midtown Towing of Miami, Inc., as the City's towing services providers; and

WHEREAS, the Mayor and City Commission find it to be in the best interest of the City to accept the ranking of the respondents as specified herein and authorize the City Manager to negotiate and execute agreements with the ranked respondents, Alpine Towing, Inc., Dolphin Towing and Recovery Services, Inc., and Midtown Towing of Miami, Inc., as the City's towing services providers.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Miami Beach, Florida.

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Mayor and City Commission hereby accept the recommendation of the City Manager to award RFP-2025-026-KC Towing Services to the three (3) most qualified proposers Alpine Towing, Inc., Dolphin Towing and Recovery, Inc., and Midtown Towing of Miami, Inc., and authorize the City Manager to execute contracts with these three proposers.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution, including negotiate an agreement with the highest ranked respondents and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be recommended for the City Commission consideration and approval.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th** day of **September 2025.**

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

EVALUATION COMMITTEE ASSESSMENT SCORING RFP-2025-026-KC TOWING SERVICES			ALPINE TOWING, INC.			DOLPHIN TOWING & RECOVERY, INC.			MIDTOWN TOWING OF MIAMI, INC.		
	EVALUATION CRITERIA DESCRIPTION	POINTS AVAILABLE (100)	Evaluator 1 NC	Evaluator 2 JT	Evaluator 3 KV	Evaluator 1 NC	Evaluator 2 JT	Evaluator 3 KV	Evaluator 1 NC	Evaluator 2 JT	Evaluator 3 KV
1	Firm's Qualifications and Experiences Including with Government Entities	20	20	20	20	20	20	20	20	20	20
2	Firm's Resources and Availability	20	20	20	20	20	20	20	20	20	20
3	Firm's Overall Business Approach	20	20	20	20	20	20	20	20	20	20
4	Past Performance	10	10	10	10	10	10	10	10	10	10
5	Proposer's proximity to the City	15	15	15	15	15	15	15	13	15	13
6	Fee Proposal	15	15	15	15	15	15	15	15	15	15
TOTAL		100	100	100	100	100	100	100	98	100	98
			300			300			296		

City of North Miami Beach
Procurement
-, -
17011 N.E. 19th Avenue, North Miami Beach, FL 33162

EVALUATION TABULATION

RFP No. RFP-2025-026-KC

Towing Services

RESPONSE DEADLINE: July 11, 2025 at 3:00 pm

Report Generated: Thursday, August 21, 2025

SELECTED VENDOR TOTALS

Vendor	Total
ALPINE TOWING INC	$0.00
Dolphin Towing and Recovery Inc	$0.00
MIDTOWN TOWING OF MIAMI, Inc.	$0.00

ADMINISTARTIVE FEE PROPOSAL

Please note the maximum Administrative Fee of 25%. Maximum scoring will be awarded to the highest offer.

Administartive Fee Proposal			ALPINE TOWING INC	Dolphin Towing and Recovery Inc	MIDTOWN TOWING OF MIAMI, Inc.
Line Item	Description	Unit of Measure	Percentage	Percentage	Percentage
1	Administrative Fee Amount (Percentage)	Lump Sum	25%	25%	25%

Solicitation No. RFP-2025-026-KC

TOWING SERVICES

City of North Miami Beach

SECTION 1.0 INTRODUCTION

RFP# RFP-2025-026-KC

Towing Services

Release Project Date:	May 30, 2025
Pre-Proposal Conference (Non-Mandatory):	June 25, 2025, 2:00pm https://citynmb.zoom.us/j/86367989393?pwd=BPtP28YmrrGaRajNuiEe74S4ApvBAf.1 Meeting ID: 863 6798 9393 Passcode: 124198
Question Submission Deadline:	June 30, 2025, 3:00pm
Response Submission Deadline:	July 11, 2025, 3:00pm

RFP Contact Kemesia Clarke

Senior Purchasing Agent

Contract Duration three (3) years
Contract Renewal three (3) two-year renewals
Prices Good for three (3) years

Pre-Proposal Conference

Wednesday, June 25, 2025 2:00 pm
Attendance is Non-Mandatory
Location: Online via Zoom on Wednesday, June 25, 2025 2:00 pm.

RFP Comments

The City of North Miami Beach, Florida ("City") is requesting proposals from qualified firms for Towing Services. It will be the sole responsibility of the proposer to ensure that proposal is submitted prior to the proposal opening date and time listed. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA https://procurement.opengov.com/portal/citynmb.

The City of North Miami Beach reserves the right to waive any informality in any or all proposals and to reject any or all proposals . For information concerning technical specifications, please utilize the question/answer feature provided by OpenGov at https://procurement.opengov.com/portal/citynmb/projects/161145 . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum.

SECTION 2.0 GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose proposal is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Proposal Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Key Team Member: Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.
Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a Proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the Proposer.

Subcontractor or Sub consultant: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

2.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Proposals. At the time of contract award (including small purchase orders), Proposers must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.citynmb.com.

2.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Department, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at bids@citynmb.com.

2.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Proposer.

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

2.5 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be submitted electronically via the City's eProcurement Portal via https://procurement.opengov.com/portal/citynmb by 3:00 pm on Friday, July 11, 2025.

2.6 ADDENDA

The Procurement Management Department may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda via https://procurement.opengov.com/portal/citynmb. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

2.7 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after Proposal opening date.

2.8 WITHDRAWAL OF PROPOSAL

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Proposal opening.

B. Proposals may be withdrawn prior to the time set for the Proposal opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the Proposal deposit furnished by any Proposer who requests to withdraw a Proposal after the Proposal opening.

2.9 LATE PROPOSALS OR MODIFICATIONS

Only Proposals received as of opening date and time will be considered timely. Proposals and modifications received after the time set for the Proposal opening will be rejected as late.

2.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

2.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal , if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this Proposal must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on https://procurement.opengov.com/portal/citynmb**.

2.12 INVOICING/PAYMENT

All invoices should be sent to:

Finance Department,
17011 NE 19 Avenue, 3rd Floor,
North Miami Beach, Florida 33162.

In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

2.13 COMPETENCY OF PROPOSERS

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this Proposal or otherwise.

2.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.
Procurement Management Department 17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Email: bids@citynmb.com

and,

To the City Attorney
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939

To the Proposer

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal , as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

2.15 EMPLOYEES

All employees of the Proposer shall be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of the City of North Miami Beach. The Proposer shall supply competent and physically capable employees and the City is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee’s shirt.

2.16 PROTESTS

A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the "Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFQ/RFP may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFQ/RFP.

   1. Any protest concerning the RFQ/RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFQ/RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

   2. Any protest after the Proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such Proposal protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the

requirements of this section. All Proposers shall be notified in writing (which may be transmitted by electronic communication, such as email), following the release of the City Manager's written recommendation to the City Commission.

B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out of-pocket expenses.

C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFQ/RFP.

D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the RFQ/RFP in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.

G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFQ/RFP unless a written determination is made by the City Manager, that the award pursuant to the RFQ/RFP must be made without delay in order to protect a substantial interest of the City.

H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

J. At the time, the City Manager's written recommendation for award of the RFQ/RFP is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the RFQ/RFP in question.

K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

2.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Proposer.

2.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.

- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

2.19 SUBCONTRACTING

As part of its proposal, the Proposer must identify all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify all sub-contractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City.

2.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

2.21 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.22 COLLUSION

The Proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

2.23 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

2.24 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation/RFQ/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor

to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, EMAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

2.25 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ/RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFQ/RFP.)

2.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents, and instrumentalities from all liability, losses, or damages in an amount not less than $1,000,000 per occurrence. In addition to $1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than $1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

2.27 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

2.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

2.29 QUANTITIES

The City specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the proposal form by the Proposer.

2.30 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

2.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

2.32 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals 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.

2.34 DRUG-FREEWORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

2.35 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

2.36 ACCESS TO RECORDS

The City reserves the right to require the Proposer to submit to an audit. The Proposer shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, EMAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

2.37 BEST INTEREST OF NORTH MIAMI

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

2.38 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Proposer shall furnish to the Procurement Management Department, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440. Should the Proposer be exempt from this Statute, the Proposer and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates

are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

2.39 CITY WEBSITE

The City utilizes the following procedures for notification of Proposal opportunities: https://procurement.opengov.com/portal/citynmb and on the City Website: https://procurement.opengov.com/portal/citynmb.These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

2.40 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; readvertise this solicitation; postpone or cancel at any time this solicitation process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all proposals are analyzed, Proposer(s) submitting proposals that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the solicitation, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this solicitation constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this solicitation. In all cases the City of North Miami Beach shall have no liability to any proposal for any costs or expense incurred in connection with this solicitation.

2.41 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, Proposer acknowledges that the materials submitted with the proposal and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

2.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

2.43 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The City shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Proposer.

All Services undertaken by the Proposer before City’s approval of this Contract shall be at the Proposer's risk and expense.

2.44 INCENTIVE DISCOUNTS

The Proposer may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

2.45 MANNER OF PERFORMANCE

A. The Proposer shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Proposer in all aspects of the Services. At the request of the City, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

B. The Proposer agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the City. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Proposer shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

2.46 INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant

to the Agreement shall at all times, and in all places, be subject to the Proposer's sole direction, supervision and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Proposer does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the Agreement.

2.47 AUTHORITY OF THE CITY'S CONTRACT MANAGER

A. The Proposer hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

C. The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Proposer and the Contract Manager are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Proposer's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

2.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

2.49 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

2.50 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

2.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

2.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

2.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date").
2. Take such action as may be necessary for the protection and preservation of the City's materials and property.
3. Cancel orders.
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

2.54 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis.
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
5. The Contractor has failed to obtain the approval of the City where required by the Agreement.
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

   1. Treat such failure as a repudiation of the Agreement.

   2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

2.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues.

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor’s default. The City may also bring any suit or proceeding for specific performance or for an injunction.

2.56 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor’s expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the

Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

2.57 PROPRIETARY RIGHTS

A. The Proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer , or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Proposer's performance hereunder.

2.58 VENDOR APPLICATION AND FORMS

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.opengov.com. Notices of Request for Qualifications/Proposals (RFQ/RFP) are sent by email to the selection of Proposers who have fully registered with the City's eProcurement Portal at https://procurement.opengov.com/portal/citynmb, and to every vendor on those lists, who may then view the proposal documents online. Proposers who have been informed of a Proposal's availability in any other manner are responsible for registering with OpenGov in order to view the proposal documents. There is no fee for doing so. If you wish that solicitation notifications be provided to another email address, please update your vendor profile.

2.59 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national

origin, sexual preference, disability, or marital status. The aforesaid 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 apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 “Debarment and Suspension”.

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

2.60 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the City, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

2.61 CONFLICT OF INTEREST

The Proposer represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

   1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

   2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.

C. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved

and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the City's Attorney. Proposer shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

2.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the City, except as may be required by law.

2.63 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

2.64 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

2.65 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

2.66 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of Proposer.

2.67 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City's Proposer lists, and prohibition from engaging in any business with the City.

2.68 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

2.69 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

2.70 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

2.71 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

2.72 ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

2.73 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

2.74 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall

provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 3.0 SPECIAL CONDITIONS

3.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

3.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

3.3 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed agreement and shall remain in effect for an initial three (3) year(s) term. The City may renew the agreement for three (3) additional two (2) year term(s).

3.4 REQUESTS FOR INFORMATION

For information concerning specifications please utilize the question / answer feature provided by OpenGov within the project https://procurement.opengov.com/portal/citynmb/projects/161145. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by addendum. (See any addenda to the project here https://procurement.opengov.com/portal/citynmb/projects/161145). Please note: No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted to the project shall become part of contract that is created from this RFP.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Proposers. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this solicitation.

3.5 PERSONNEL

Proposer’s personnel shall carry photo identification, commercial driver’s license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

3.6 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

3.7 PROPOSER AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent contractor and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

3.8 PROTECTION OF PROPERTY

The Proposer shall take extra precautions to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

3.9 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

3.10 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

3.11 PROPOSERS MINIMUM QUALIFICATIONS

For a Proposer to be deemed responsive the following minimum qualification requirements cited below shall be satisfied. In determining said responsiveness, each such minimum qualification requirement shall be addressed in detail in the Proposal submittal. Failure to meet each such following minimum qualification requirements and/or failure to provide sufficient detailed documentation concerning the same, shall result in the Proposal being deemed non-responsive.

Proposer(s) shall:

A. Be an active registered corporation with the State of Florida Department of State, Division of Corporations (Sunbiz); and

B. Provide a valid Local Business Tax Receipt from Miami-Dade, Broward or Palm Beach counties; and

C. Provide applicable licenses to provide towing services as required by the County and State; and

D. Provide a statement of qualifications and experience providing towing services. The Proposer shall be regularly engaged in providing similar services during the past three (3) years, including services provided to at least one municipality. with at least one municipality with which the proposer's firm has successfully provided towing services. The proposer shall also demonstrate satisfactory financial support, possess the required equipment, and have the organization to perform the services; and

E. Have no pending criminal or administrative charges against the firm, principal owners, partners, corporate officers, or management employees; and

F. Maintain an office and adequate storage facility located within the City of North Miami Beach or within five (5) miles of the City's boundaries (Refer to Attachment A – Boundary Map); and

G. Properly identify location with signs on the exterior of the structure making it visible from the adjacent access road; and

H. Be able to provide at least two (2) payment methods for customers at all times, plus one back-up payment method; and

I. Be able to provide two (2) operators on duty at all times to prevent delays and guarantee a response to the scene be able to respond to scene within thirty (30) minutes.

3.12 OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor.

3.13 METHOD OF AWARD

The City's intent is to award contracts to up to three (3) responsive and responsible vendors (primary, secondary and tertiary) who propose the highest percentage of gross receipts or revenues to be paid to the City as an administrative fee, not to exceed twenty-five percent (25%), in accordance with local procurement policies and consistent with best practices under Florida Statutes Chapters 323.002(4)(b) and 166.04465(2)(b).

The administrative fee shall be expressed as a percentage (%) of total gross revenues received by the vendor under the contract.

The City reserves the right to award a single towing firm to meet the scope of services as outlined herein.

If a Proposer fails to provide all items as outlined herein, it's overall offer may be rejected.

Note: To be fully responsive, successful Bidder(s) shall complete ALL Bid Forms, Exhibits, and other Supplemental documentation as outlined and/or included within this solicitation packet.

SECTION 4.0 SCOPE OF SERVICES

4.1 PURPOSE AND INTENT

The City of North Miami Beach, Florida (‘City”), is requesting proposals from qualified, experienced and licensed firm(s) to provide citywide vehicle towing and storage services in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

4.2 PRE-PROPOSAL CONFERENCE

There will be a virtual pre-bid conference for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the Scope of the City’s requirements and systems prior to submitting a proposal. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials and labor required.

See Introduction Section for the link to the Pre-Proposal Conference. Sessions may be recorded. Please mute your microphone before joining the meeting.

4.3 SCOPE OF SERVICES

Interested, experienced and licensed firms shall submit proposals for citywide vehicle towing and vehicle storage services. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

The successful Proposer shall be responsible for the removal and storage of vehicles and equipment that require roadside assistance, towing, storage and recovery services including, but not limited to motor vehicle accidents, breakdowns, forensic evidence, or for non-consensual removal of vehicles from public streets and areas as needed throughout the City. A boundary map of the City of North Miami Beach is included in Attachment “A”.

The Proposer shall be available to provide 24-hour towing services, 7 days per week, 365 days per year on an as-needed basis.

The City does not guarantee that a minimum number of tows will occur. The Proposer shall supply the City with priority services on an as-needed basis. The Proposer shall be given the first call for all wrecker services requested by the City unless a motorist makes a specific request for another wrecker.

Proposer shall specify in the proposal, two (2) subcontractors that may be called upon to perform services in an emergency. Subcontractor facilities and available equipment are subject to inspection by the City. If the services are split between two or more towing firms, a staggered service schedule, at the direction of the City, shall be arranged and adhered to.

4.4 REQUESTS FOR SERVICE

All requests for service shall be made through the City’s Police Department, Code Compliance Department, or Public Services Department (Fleet). The City reserves the right to cancel a request for service at any time, including up to the time of hookup. The response to a service call scene by the Proposer without any action shall not constitute a service call for which charges are applicable.

4.5 RESPONSE TIME

The Proposer shall arrive within a reasonable time after having been notified. Such response time shall not exceed thirty (30) minutes of the call for service. If the Proposer is unable to meet the obligation within the thirty-minute time limit, the Proposer shall notify the department immediately.

The Proposer shall call designated City-approved subcontractor to respond to the City's call. Subsequently, the City representative making the tow request shall be appropriately notified of the call’s successful hand-off to the subcontractor.

4.6 ADMINISTRATIVE FEE/PAYMENT

The City shall receive an administrative fee of up to 25% of gross revenues generated from the rights to provide towing services within the City of North Miami Beach. The City reserves the right to accept, reject or negotiate the proposed fee.

Administrative Fees shall be paid on a monthly basis, by the 5th of each month for the month prior. The first payment shall be payable on the 5th of the month after the contract execution date. Subsequent eleven (11) monthly payment shall be made on time each month.

If Administrative Fees are more than two (2) months late, the firm may be subject to suspension or cancellation at the City's sole discretion.

4.7 ADMINISTRATIVE FEE ADJUSTMENT

Subject to each executed renewal term and any applicable updates to Florida Statutes, any adjustment to the administrative fee for each awarded towing firm shall be based on the changes mandated by the Florida Statutes.

4.8 PAYMENT

The City shall not be responsible for the collection or payment of any charge for services rendered by reasons of it having dispatched service in accordance with this contract unless such service charge is a City authorized special service. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

The motor vehicle owner and/or operator shall be responsible for payment of charges imposed by the Proposer in accordance with the contract rate structure.

The Proposer shall accept, at a minimum, cash, credit card, and debit card from the vehicle owner as payment.

4.9 ANCILLARY SERVICES

Any ancillary services are to be performed only if required and appropriate. If any such charges are questioned by the City, and such ancillary services were not noted on the Vehicle Storage Receipt, it shall be the Proposer's responsibility to prove the validity of such charges.

4.10 SPECIAL SERVICES

If additional duties, similar to those herein, but not specified, are required by the City, and the firm is able to provide those special services, those services may be requested under this contract by authorized City staff. Examples of such special services could be removal of an aircraft from water or recovery of a large piece of City equipment from mud.

In such instances, the City will depend upon the firm's experience in such matters and authorize the firm to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible estimated costs for such special services shall be provided to the City prior to engaging in work and all costs shall be subject to negotiation. In any such instances, the City reserves the right, time and circumstances permitting, to seek the special services elsewhere in accordance with the City procurement ordinances and code.

4.11 RELEASE

The Proposer shall directly release, within thirty (30) minutes of payment, any vehicle that has not been marked "hold" by the City, providing that proper proof of identification and ownership is presented. Any vehicle towed that is marked "hold" cannot be released without written authorization from the Police Department. Vehicles can be held up to five (5) days. If the period to hold the vehicle will exceed 5 days, the Police Department shall provide written authorization to the Proposer to continue to hold the vehicle, or the vehicle may be removed to the Police Department holding facility. The vehicle owner shall be responsible for storage fees from the 1st through the 5th day. The City shall be responsible for the storage fees after the 5th day. The Proposer shall release any vehicle towed in at the request of the City only to the driver with sufficient identification, or to the person whose name appears on the title or registration certificate as the registered owner of the vehicle, or to the authorized agent of such person. Persons who make application for the release of such a vehicle shall be required to present proof of ownership by presentation of a title or registration, and where applicable, proof of agency or copy of lease agreement.

The storage site shall be open for release of vehicles seven (7) days per week, from 8:00 a.m. until 8:00 p.m., and when closed, shall have a sign prominently displayed indicating a telephone number in Miami-Dade County where the operator

of the site can be reached at all times. Upon receipt of a telephoned request to open the site to release a vehicle between the hours of 8:00 p.m. and 8:00 a.m., the operator shall respond to the site within one (1) hour by having an authorized employee appear at the site to allow release of the vehicle. The phone number posted shall be always kept open for the receipt of calls. If that line is busy for five (5) continuous minutes, it shall create a rebuttable presumption that the line has been disconnected in violation of this requirement.

All motor vehicles that have not been claimed shall be disposed of according to state and county laws.

4.12 VIEWING OF IMPOUNDED VEHICLES / REMOVAL OF PERSONAL PROPERTY

The Proposer agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, to view said vehicle on the premises of the Proposer. The Proposer shall allow every vehicle owner or authorized representative to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle owner or authorized representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to telephones, tapes, medicines, tools, etc., and Proposer shall assist any vehicle owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by Proposer.

The above provisions regarding the inspection, viewing, and photographing of a towed vehicle and the release of personal property do not apply to vehicles marked "HOLD" by the Police Department.

4.13 CITY VEHICLES

City of North Miami Beach vehicles and equipment up to and including 1-ton trucks and other heavy duty Public Works vehicles shall be towed at no charge anywhere within Miami-Dade County, Broward County and Palm Beach County.

The City will not be charged for any scrap or derelict vehicles disposed of by the tow company.

Calls for towing North Miami Beach trucks and buses shall be responded to within thirty minutes. If unable to respond during the specified time, Proposer shall call a subcontractor to respond.

4.14 COMPLAINTS AND DISPUTES

All complaints will be forwarded to the Chief of Police or designee. If the incident requires formal investigation, the Proposer will be notified of the complaint by certified mail. The Proposer will have seven (7) business days to reply to the complaint in writing. After the investigation is completed, a memo will be forwarded to the Chief of Police regarding the outcome. If the complaint is sustained, a recommendation of disciplinary action against the Proposer will be forwarded to the Chief of Police.

The Proposer agrees that any complaints received by the City of North Miami Beach concerning misconduct on the part of the Proposer, such as excessive charges, poor business practices, damage to vehicles, etc., that cannot be resolved between the Proposer and the Police Chief's designee, will be referred to the Police Chief's office for appropriate action. If the complaint is not resolved to the satisfaction of the Police Chief or the owner of the vehicle, it may be referred to the City Manager's office.

4.15 CLEANLINESS

The Proposer will be responsible for the cleaning of cars and vehicles from the streets and roadways as ordered by the Police officers or aides. It shall be Proposer's responsibility to remove all glass and debris deposited upon the roadway, and leave the area in complete cleanliness.

If the Proposer is called by the Police Department to clean up an accident scene where another wrecker service has removed the vehicle, the Proposer may bill the owner of the vehicle in accordance with the rate schedule.

4.16 STORAGE FACILITY (IES)

The Proposer's storage and pick-up locations shall be properly identified by signs on the exterior of the structure, i.e. visible from the adjacent access road.

Inside Storage: Shall accommodate a minimum of four vehicles. Shall have paved floor, i.e. concrete or asphalt, in a condition acceptable to the City of North Miami Beach Police Department, free of dirt, standing water, vegetation, and/or

articles inappropriate to or inconsistent with the operation of a towing service. It shall have a working area of 12' x 20' per vehicle, with at least an 8' ceiling. Facility shall have an outside window or ventilation system, and lighting sufficient to permit processing of vehicles. It shall be located within the property of the Proposer's towing facility or in close proximity (walking distance). Said structure shall provide complete protection from weather and unauthorized entry.

Outside Storage: Shall be of a size to hold a minimum of fifty (50) vehicles, properly spaced to provide access for removal or addition of vehicles. Shall have a durable surface, properly drained, and enclosed. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored. It shall be screened from all public rights-of-way by a six (6) foot masonry wall, or fence. Any wire at the top of the wall or fence shall be in addition to the six (6) foot. No repair work or servicing of vehicles shall be permitted in the storage area. Facility should have video camera required on exterior stored vehicles w/ at least 10 days of recorded time. Recording 24/7, low light cameras, or lighted storage space.

The Proposer shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in its possession.

4.17 OFFICE FACILITY (IES)

The Proposer's office facilities shall include telephone and restroom facilities and workspace (i.e. desk, phone). Office facilities shall have name and mailing address on the front of the building, be separate from any other business or enterprise; and shall be at one location.

4.18 NON-CONSENT TOW RATES

Non-Consent Tow Rates shall be in accordance with Miami-Dade County Maximum rates (Refer to Attachment "C") and will only be adjusted by County revisions to these rates.

4.19 INSPECTIONS

The Proposer agrees that all records, equipment, personnel, office, and storage facilities will be subject to periodic inspections by properly authorized representatives of the City of North Miami Beach.

4.20 POSTING OF RATES FOR TOWING AND STORAGE

Proposers shall have contract rates posted in an area that will be plainly visible to the public (offices, waiting area, etc.) The posting shall have a heading that reads "City of North Miami Beach Police Contracted Towing Rates". The rates and heading shall be posted wherever the Proposer releases vehicles at the storage compound.

4.21 TOW TRUCK DRIVERS

Proposer shall be solely responsible for selecting, training and employing (or otherwise retaining) such personnel as is necessary for Proposer to satisfy the requirements of the Contract and to satisfactorily perform the work and services required under the Contract.

Proposer shall perform driver's license screening on all employees with driving responsibilities and a copy of each employee's driver's license shall be kept on file by Proposer and made available upon request of the City Manager or designee.

Proposer shall be required to provide all employees with uniforms. Which shall be subject to the prior written approval by the City Manager or designee.

Proposer shall perform drug test screening on all employees and provide pass/fail results to the City Manager or designee, upon request.

Any and all employees and/or other individuals retained by Proposer, shall not, for any purposes, be considered to be employees of the City of North Miami Beach, and Proposer shall be solely responsible for their supervision and daily direction and control.

It is the intent of the City and Proposer, and Proposer acknowledges, that the Proposer is legally considered to be an independent contractor and that neither it, nor its officers, directors, employees, agents, contractors or servants, shall, under any circumstances, be considered officers, directors, employees, contractors, agents or servants of the City, and that the City shall at no time be legally responsible or liable for any negligent acts, errors, omissions, or misconduct on the

part of Proposer, or any of its officers, directors, employees, contractors, agents or servants. Additionally, toward that end, Proposer agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Proposer and the City of North Miami Beach.

Proposer shall have qualified, trained employees. It shall also ensure that all drivers possess a valid commercial driver's license in accordance with the law. Drivers used on City calls shall be neat, clean, courteous, sober and competent in operating skills.

4.22 EQUIPMENT REQUIREMENTS

Proposers shall provide, maintain and have available at all times a minimum of the following equipment (described in further detail below):

- Four (4) Class A wreckers
- Two (2) slide-back carriers, Class A or B
- One (1) Class B wrecker
- One (1) Class C wrecker (or greater)

All vehicles shall be owned or directly leased by the Proposer. The Proposer shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back carriers. A rental agreement of Class B or C wreckers does not meet the qualifications of this contract. All equipment shall be maintained in a state of readiness for response as delineated in this contract and be for the sole use of the Contractor.

All wreckers will be registered and shall have the appropriate licenses to operate as wreckers. All wreckers shall display a current decal issued by the City of North Miami Beach.

All equipment shall be free of unsightly damage and shall always be clean and presentable to the public. Inappropriate decals on tow trucks shall be removed. City reserves the right to determine what is inappropriate. All tow trucks shall have fenders, doors, hoods, and bumpers intact at all times when in operation. Company names, addresses, and phone numbers shall be visible on both doors of the Proposer call for service vehicles as required by Florida Statute.

1. CLASS "A" WRECKER:

A. Commercially manufactured unit with a rated capacity of not less than 10,000 pounds gross vehicle weight (GVW), according to the manufacturer's identification plate. If there have been any modifications to the truck chassis that changes the GVW, documentation from the dealer or manufacturer supporting the changes shall be provided.

B. Dual rear wheels

C. Cab to axle dimension of not less than 56 inches

D. Commercially manufactured hydraulic boom with a minimum total winching capacity of 8,000 pounds.

E. 100 feet of 3/8 inch steel core cable per winch

F. Hydraulically operated wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.

G. Tow sling or tow bar with a safe lift rating of 3,500 pounds

H. Dolly equipped

I. Slings and protective devices to prevent damage to towed vehicles

J. Motorcycle sling

K. Four-way lug wrench

L. One pair of jumper cables

M. Air Tank

N. Tire plug kit to fix flat tires

2. CLASS “A” SLIDE BACK CAR CARRIER:

A. Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds GVW.

B. Cab to axle dimension of not less than 102 inches.

C. Dual rear wheels

D. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.

E. 65 feet of 3/8 inch steel core cable per winch

F. Minimum of 17' hydraulically operated slide back or tilt bed

G. Four-way lug wrench

H. Two tie down chains, each ten feet in length.

I. One pair of jumper cables

3. CLASS "B" WRECKER:

A. Commercially manufactured unit with a rated capacity of not less than 18,000 pounds GVW, according to manufacturer’s identification plate. Any modifications to increase GVW shall be documented by the dealer or manufacturer.

B. Cab to axle dimension of not less than 84 inches

C. Commercially manufactured boom or booms with a minimum total capacity of 24,000 pounds.

D. 200 feet of ½ inch steel core cable for each winch

E. Hydraulically operated winch or winches with a minimum total winching capacity of 24,000 pounds

F. Hydraulically operated under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds

G. Two snatch blocks, minimum of 8,000-pound capacity each

H. Two Scotch Blocks

I. Six to eight feet of extra towing chain with hooks, minimum 5,000-pound capacity

J. Slings and protective devices to prevent damage to towed vehicles

K. Four-way lug wrench

L. One pair of jumper cables

4. CLASS “B” SLIDE BACK CAR CARRIER:

A. Commercially manufactured unit with a rated capacity of not less than 20,000 pounds GVW according to the manufacturer’s identification plate. Any modification to increase the GVW shall be documented by the dealer or manufacturer.

B. Cab to axle dimension of not less than 138 inches

C. Dual rear wheels

D. 21 feet or longer hydraulically operated slide back or tilt bed.

E. Hydraulically operated winch or winches with a minimum winching capacity of 8,000 pounds.

F. 65 feet of 3/8 inch steel core cable

G. Two-tie-down chains, each ten feet in length

H. One snatch block, minimum 8,000 pound capacity

I. Four-way lug wrench

J. One pair of jumper cables

5. CLASS "C" WRECKER:

A. Commercially manufactured unit with a rated capacity of not less than 30,000 pounds GVW according to manufacturer’s identification plate. Any modifications to increase the GVW shall be documented by the dealer or the manufacturer.

B. Cab to bogey dimension of not less than 144 inches

C. Commercially manufactured boom or booms with a minimum total winching capacity of 50,000 pounds.

D. Hydraulically operated winch or winches with a minimum total winching capacity of 50,000 pounds.

E. 200 feet of 5/8 steel core cable per winch.

F. Hydraulically operated under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.

G. Rear support jacks or outriggers

H. Two ½ inch alloy safety chains

I. Tow bar or tow-sling equipped

J. External air hookup and minimum hoses to supply air to disabled vehicles

K. Two snatch blocks, minimum 24,000-pound capacity for each

L. Two scotch blocks

M. Spring brake-air lock

N. Six to eight feet of extra towing chain with hooks, minimum 4,000-pound capacity.

6. CLASS "D" WRECKER

A. Commercially manufactured unit with a rated capacity of not less than 52,000 pounds GVW according to the manufacturer's identification plate. Any modification to increase GVW shall be documented by the dealer or manufacturer.

B. Cab to bogey dimension of not less than 180 inches

C. Commercially manufactured booms or booms with a minimum total capacity of 70,000 pounds.

D. Hydraulically operated winch or winches with a minimum total winching capacity of 70,000 pounds.

E. 200 feet of ¾ inch steel core cable per winch

F. Hydraulically operated under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 12,000 pounds.

G. Rear support jacks or outriggers

H. Two ½ inch alloy safety chains

I. Tow bar or tow-sling equipped

J. External air hookup and minimum hoses to supply air to disabled vehicles

K. Two snatch blocks, minimum 24,000-pound capacity for each.

L. Spring bake-air lock

M. Two scotch blocks

N. Six to eight feet of extra towing chain with hoods, minimum 4,000-pound capacity

4.23 EQUIPMENT REQUIRED ON EACH VEHICLE:

Below is a list of additional required minimum equipment for all wreckers (all classifications):

A. Sand or oil absorbent material

B. Heavy duty broom

C. Reflectors

D. Proper safety lights

E. Amber rotational dome light

F. Two flood lights at rear

G. Two-way radio

H. Quick-start jumper cable equipment

I. Safety cones (2 minimum, day-glow orange, 2' high)

J. Shovel

K. Axe

L. Fire extinguisher - 5 lb. dry chemical U.L. approved

M. First aid kit, minimum 16 units.

N. Crow bar or pry bar

O. Bolt cutter

P. Water

Q. Tire inflation capabilities

R. Extra towing chain (8'-10' with hooks)

S. Necessary hand tools

T. 4-way lug wrench

U. Steering wheel lock or belt or rope

V. Two jack stands

W. Flashlight

X. Six 30-minute fuses

Y. Any other equipment as deemed necessary by the City.

4.24 SPECIAL EQUIPMENT

Equipment such as a lowboy, air cushions, or major street clean-up equipment is not required to be a part of the Proposer's inventory. However, the Proposer shall demonstrate to the City's satisfaction that such equipment is readily available to firm when needed.

Lowboy specifications:

A. Hydraulic roll back, flatbed, tilt, self-loading with 50,000 lbs. minimum capacity. 60,000 lbs. GVW

B. Hydraulic winch capacity of 10,000 lbs. minimum

C. Size: 48 feet long and 102" wide

D. Company shall have access to a certified scale capable of weighing vehicles involved in serious or fatal accidents at the request of the investigator.

4.25 PROPOSER'S EQUIPMENT DURING STATE OF EMERGENCY OR DISASTER

Each Proposer selected by the City of North Miami Beach and awarded a towing contract shall be responsible for the following:

- The Proposer on call or on duty for the session or timeframe when an emergency or disaster strikes shall have available at least two (2) Class A wreckers or Class A flatbeds at the disposal of the City of North Miami Beach Police Department.
- Proposers not on call or not on duty when an emergency or disaster strikes shall make one (1) Class A wrecker or Class A flatbed available to the City of North Miami Beach Police Department.

The City Manager or designee will declare a state of emergency or state of disaster. The City Manager or designee will then notify each Proposer that a state of emergency or state of disaster exists and the required equipment is ordered on standby.

4.26 RADIO COMMUNICATIONS

The Proposer will provide all towing vehicles used pursuant to this agreement with two-way radio communication systems. The communication shall be between the Proposer's base station and all service trucks utilized in providing City towing service. The two-way radios will not be tuned to any City frequencies.

4.27 UNDERWATER DIVER

The Proposer shall furnish a certified underwater diver if requested by the Police Department for removal of submerged or partially submerged vehicles. The Proposer assumes all claims, liabilities, and expenses incurred by such diver. For every diver, duty time shall be computed from the time of arrival at the scene to the time vehicle or property is rigged and hoisted to dry land.

4.28 CITY DIVER

A City diver shall be used in the event of an emergency situation and the City will be reimbursed by the Proposer at the rate of minimum of $75.00 per hour to a maximum of $100.00 per hour. Any monies reimbursed to the City by the Proposer may be charged back to the Owner. In the event of an emergency situation where a City diver is unavailable, the Proposer shall supply a diver and may charge the Owner at a rate of $100.00 per hour per diver. In the event of a non-emergency situation, vehicle owner shall be responsible for obtaining the services of a diver and wrecker for removal. Owner shall be given a twenty-four (24) hour period to accomplish removal. If the owner has not accomplished the removal in the time specified, the Proposer shall supply a diver and will charge the owner $100.00 per hour per diver.

4.29 REPORTS

In addition to the Vehicle Storage Receipt written by the North Miami Beach Police officer or aide, or City Inspector at the scene, the following reports will be prepared and maintained at the place of business:

A. A daily log of all calls for service by the North Miami Beach Police Department will be kept, and two copies submitted to the Police Department once each week, one copy to the Records Supervisor and one copy to the Administrative Major.

B. A log of all unclaimed vehicles will be submitted to the Police Department once each month, two copies, one copy to the Records Supervisor and one copy to the Administrative Major.

C. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with the State of Florida Statues, EXCEPT THAT NOTIFICATION SHALL BE MAILED TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.

D. A release report, along with the administration fees collected, shall be submitted once each month to the Records Supervisor, and a copy submitted to the Administrative Major.

E. Contractor shall copy the Contract Manager on any correspondence with the vehicle owner.

4.30 ANNUAL PERFORMANCE REVIEW, INSPECTIONS AND AUDITS

The City may conduct an annual performance review of the Proposer. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners' possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel. Such a review will be conducted ninety (90) days prior to the contract anniversary date and Proposer will be provided a written copy of the review. Within thirty (30) days of the sending of the review, Contractor shall respond to the review in writing, and the

parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Proposer's written response, and a summary of the annual review meeting will be prepared by City staff with a copy sent to the City Manager and Proposer.

The Proposer agrees that all records, equipment, personnel, office and storage facilities shall be subject to periodic checks and quarterly audits by representatives of the City without prior notice.

4.31 CRIME VICTIMS' EXEMPTION

If the towed vehicle is determined by the Police Department's Police Legal Unit to be a crime scene and is being held for processing, no towing or storage charges shall be charged to the vehicle's owner.

4.32 ABANDONED AND DERELICT VEHICLES

The Proposer may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with Florida Statutes. The Proposer agrees to maintain a log at the place of business that records the date, time, and method of notification.

4.33 NON-FRANCHISE SERVICES

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of their choice, or requesting that their vehicle be towed to a garage location or compound of his/her choice and not that of the City's Proposer (s) for Towing Services, unless the disabled vehicle cannot be removed in forty (40) minutes or less, is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

4.34 CITIZENS BILL OF RIGHTS

Awarded firms shall have the City of North Miami Beach Citizen's Towing Bill of Rights (refer to Attachment "B") posted inside all service vehicles assigned to the City as well as at the pick-up office window. This information sheet shall include but not be limited toll rates, methods of payment, and complaint contact information, and shall be available in English, Spanish and Creole. The final sheet to be posted will be approved in advance by the City Manager or designee. Any changes to the approved sheet shall also require the prior written approval of the City Manager or designee.

SECTION 5.0 PROPOSAL FORMAT

All documents and information must be fully completed and signed as required. To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below.

Title Page, PAGE LIMIT: 1: Show the name of respondent's agency/firm, address, telephone number, name of contact person, date, and the subject.

Table of Contents, PAGE LIMIT: 2: Include a clear identification of the material by section and by page number.

Cover Letter and Executive Summary, PAGE LIMIT 4: This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm's resources. Summarize the proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted.

In addition, you must include a statement that your firm understands that if selected; your firm is willing to meet any location, budget, task orders. The Proposer shall be required to always warrant and represent that during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services. Give the name of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

SECTION 6.0 EVALUATION CRITERIA

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.

Award will be made to responsible firm possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general framework for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Proposers.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**FIRM'S QUALIFICATIONS AND EXPERIENCE INCLUDING WITH GOVERNMENT ENTITIES** This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firmwide experience and expertise in the provision of services requested.	Points Based	20 *(20% of Total)*
2.	**FIRM'S RESOURCES AND AVAILABILITY** This section should identify the materials, equipment and any other external resources (subcontractors) available to the proposing firm to carry out the scope of services. If agreements with other third-party firms/solutions are to be recommended/required, they shall be detailed in this section to include any impact on timeline and price.	Points Based	20 *(20% of Total)*
3.	**FIRM'S OVERALL BUSINESS APPROACH** This section of the Proposal should provide information as to the overall strategy and plan for fulfilling the requirements and scope of services specified in the Request for Proposal.	Points Based	20 *(20% of Total)*

4.	**CLIENT REFERENCES** This section should include information that documents the Proposer's ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following: • Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least three (3) entities. For each reference, include the name, title, telephone number, and email address of a representative who can verify satisfactory performance. • Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? If yes, how many? • What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area?	Points Based	10 *(10% of Total)*
5.	**PROPOSER'S PROXIMITY TO THE CITY** This section should include information highlighting the firm maintains an office and adequate storage facility located within the City of North Miami Beach or within five (5) miles of the City's boundaries	Points Based	15 *(15% of Total)*

6.	**EVALUATION OF FEE PROPOSAL** The proposer offering a 25% administrative fee will receive the maximum score of 15 points. All other proposals with administrative fees less than 25% will be scored proportionally based on the following formula: Formula: **Criteria Score = (Proposer's Administrative Fee / 25%) × 15** Example: • **Proposer A:** 25% • **Proposer B:** 20% • **Max Points:** 15 Scoring: • **Proposer B:** 20 / 25 × 15 = 12	Points Based	15 *(15% of Total)*

SECTION 7.0 EVALUATION PROCESS

7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

7.3 EVALUATION CRITERIA

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.

Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the the criteria outlined in Section 6.0.

The evaluation criteria will assist the Proposer in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the shortlisting and final ranking of Respondents by establishing a general framework for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach’s best interest, to request additional information or clarification from Respondents.

7.4 ORAL PRESENTATIONS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer’s Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist’s proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

7.5 PRICE EVALUATION

After the initial evaluation of the Proposals, the City will evaluate the price Proposals of those Proposers remaining in consideration. The price Proposal will be evaluated on how well it matches the Proposer’s understanding of the City’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

7.6 NEGOTIATIONS

Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter contract negotiations with the recommended Proposer or take such other actions in the best interest of the City.

7.7 CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

SECTION 8.0 PRICE PROPOSAL

ADMINISTARTIVE FEE PROPOSAL

Please note the maximum Administrative Fee of 25%. Maximum scoring will be awarded to the highest offer.

Line Item	Description	Unit of Measure	Percentage
1	Administrative Fee Amount (Percentage)	Lump Sum	

SECTION 9.0 PROPOSER QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1 PROPOSER'S INFORMATION

1.1 Authorized Representative Name?*
*Response required

1.2 Authorized Representative Title?*
*Response required

1.3 Authorized Representative Phone #?*
*Response required

1.4 Authorized Representative Email?*
*Response required

1.5 Please enter your FEIN or SSN:*
Federal Employer I.D. no. (FEIN). If the entity has no FEIN, include the Social Security Number of the individual submitting this response.

*Response required

1.6 Dun and Bradstreet No.:

1.7 Website address (if applicable):

1.8 Office location responsible for this project (if a different address from your profile):

1.9 Type of business (check appropriate box):*
☐ Corporation (specify the state of incorporation below)
☐ Sole Proprietor
☐ Limited Liability Company (LLC)
☐ Limited Partnership
☐ General Partnership (State and County filed in)
☐ Other – Specify
*Response required

1.10 Affiliated Entities of the Principal(s):*
List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

*Response required

1.11 Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years?*
☐ Yes
☐ No

*Response required

When equals "Yes"

1.11.1 If yes, specify details in a written response.*
*Response required

1.12 Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.12.1 If yes, specify details in a written response, including the reinstatement date, if granted. *

*Response required

1.13 Specify the type of services or commodities your firm offers: *

*Response required

1.14 How many years has your firm been in business while providing the services and/or products offered within this solicitation? *

*Response required

1.15 Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? *

☐ Yes

☐ No

*Response required

1.16 Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with the City recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. *

☐ Yes

☐ No

*Response required

1.17 Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.17.1 If yes, specify details in a written response. *

*Response required

1.18 Is your firm or any of its principals or officers currently principals or officers of another organization?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.18.1 If yes, specify details in a written response. *

*Response required

1.19 Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.19.1 If yes, specify details in a written response. *
*Response required

1.20 Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years?*
☐ Yes
☐ No

*Response required

When equals "Yes"

1.20.1 If yes, specify details in a written response, including contact information for owner and surety company. *
*Response required

1.21 If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?*
☐ Yes
☐ No

*Response required

1.22 Do you give prompt payment discounts?*
☐ Yes
☐ No

*Response required

When equals "Yes"

1.22.1 If yes, Percentage of discount % Term No?*
*Response required

1.23 Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or State registration. *
*Response required

1.24 Please upload a current Certificate of Liability Insurance*
*Response required

1.25 Disclosure of Conflict of Interest *
VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

1.26 Bidder/Proposer Certification:*
I certify that the information and responses in this submittal are true, accurate, and complete. I understand that the submittal of this form to the City's Procurement Management Department is for this public entity only. I also understand that I am required to inform the City's Procurement Management Division of any change in the information contained in this form or any attachments hereto.

☐ Please confirm

*Response required

1.27 Subcontractor Certification*
I certify that the information and responses in this submittal are true, accurate, and complete. I understand that the submittal of this form to the City's Procurement Management Division is for this public entity only. I also understand that I am required to inform the City's Procurement Management Division of any change in the information contained in this form or any attachments hereto.

NOTE: In the event that the Bidder/Proposer is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify above of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.

☐ Please confirm

*Response required

2 PROPOSAL

2.1 Please upload your Technical Proposal here (WITHOUT COST)*
*Response required

2.2 Do you have any additional attachments to include with your submittal?*
☐ Yes
☐ No

*Response required

When equals "Yes"

2.2.1 Please upload any additional attachments here*
*Response required

3 REFERENCES

Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional references may be requested by the City.

3.1 Reference 1:*
Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

*Response required

3.2 Reference 2:*
Scope of Work:
Contract/Project Title:

Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

*Response required

3.3 Reference 3:*
Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

*Response required

4 REQUIRED CONFIRMATIONS

4.1 E-VERIFY AFFIRMATION STATEMENT *
Contractor/Proposer/Bidder 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 Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder 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.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

4.2 CONFIRMATION OR TYPE NAME IN TO CONFIRM REQUIRED FORMS?*
☐ Please confirm

*Response required

4.3 DRUG-FREE WORKPLACE PROGRAM*
In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

D. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

*Response required

4.4 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements.
- Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

4.5 INDEMNIFICATION CLAUSE*

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

4.6 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES *

A. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

B. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

C. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

D. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

E. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

   Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any

affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

4.7 ANTI-KICKBACK AFFIDAVIT *

I, the authorized representative, say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

4.8 NON-COLLUSIVE AFFIDAVIT *

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

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

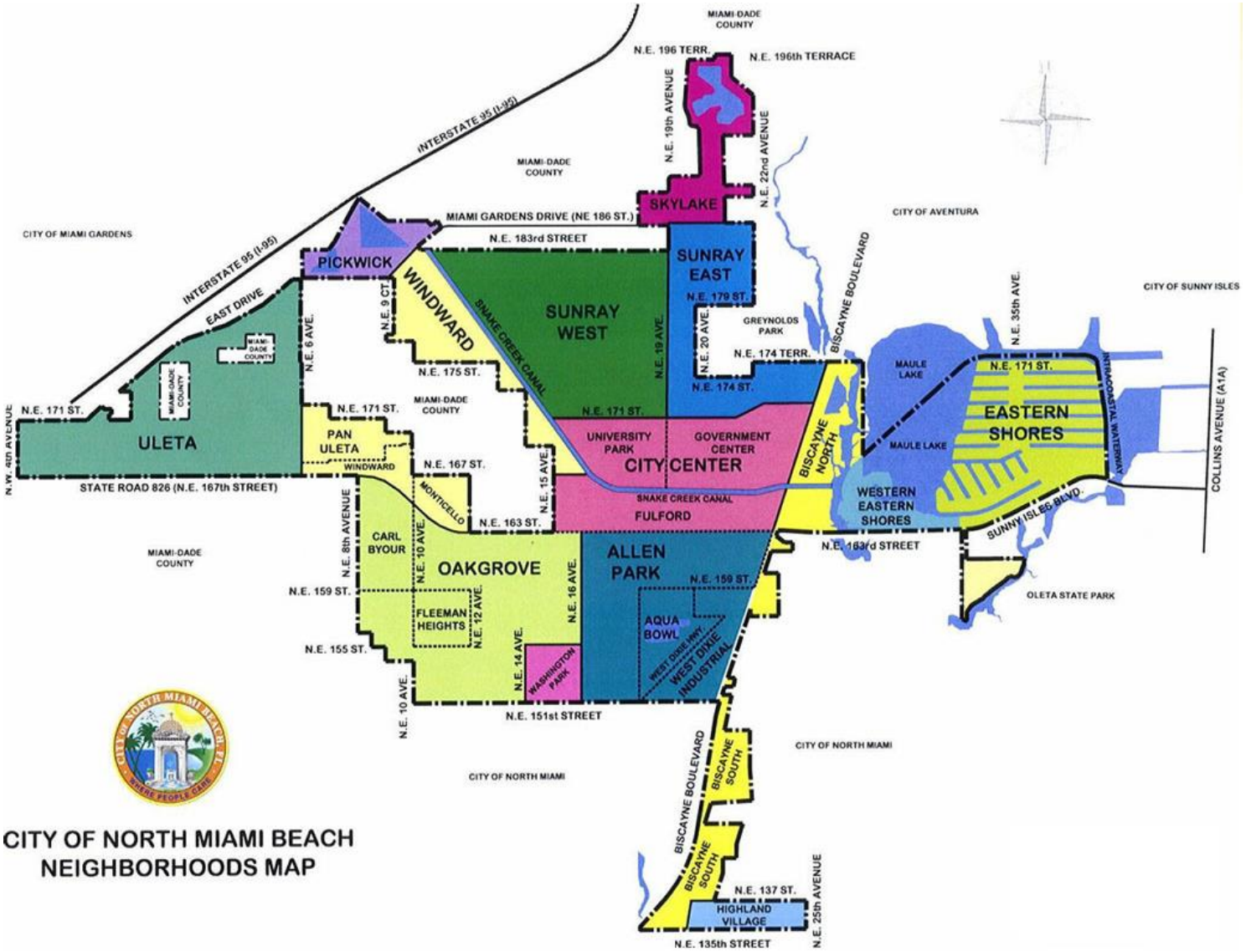
4.9 Proposal Submittal Confirmation*

I certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to submit this Proposal.

By entering my full name, I am electronically signing and agreeing to this statement.

*Response required

ATTACHMENT "A" – NORTH MIAMI BEACH CITY BOUNDARIES MAP



CITY OF NORTH MIAMI BEACH NEIGHBORHOODS MAP

ATTACHMENT "B" – CITIZENS TOWING BILLS OF RIGHTS

TOWING BILL OF RIGHTS

You've been towed, now what?

A vehicle tow may occur for several reasons. Here are a few things you should know, including what your rights and responsibilities are regarding your vehicles and the possible fine(s).

TYPES OF TOWS

PUBLIC PROPERTY TOWS

A public property tow occurs when a vehicle is illegally parked in a city street, city parking lot or other public right-of-way. A parking citation is also issued stating the violation. The most common reasons for a public property tow are prohibited parking (parking in fire lanes/ hydrants, cross walk, double-parking); restricted parking; or illegally parking in a handicap accessible parking spot, residential parking zone or loading zone. If you wish to appeal the parking citation, the appeal process is printed on the reverse side of the parking citation. A successful appeal of the citation would entitle you to a full refund of the towing costs.

PARKING CITATIONS

If your vehicle was towed (impounded) because of on unpaid parking violation(s). You must first pay for all parking violations before you can pick up your vehicle. You can pay online at www.miamidade.gov, by moil, or in person at Miami-Dade County Parking Violations Bureau located at 22 NW First Street, Miami, Florida. For more information, please call the Bureau at 305.275.1 133. Once all fees have been paid, toke proof of payment to the tow facility at the time you wish to pick up your vehicle.

RETRIEVING YOUR VEHICLE

The vehicle owner or their authorized agent can pick up a vehicle. The vehicle owner must present one (1) form of picture identification that matches the registration of the vehicle. Per Florida Statute, a legally authorized agent must have a notarized letter from the vehicle owner. No vehicle will be released by a towing company without the proper identification or, in the alternative, notarized consent.

VIEWING OF IMPOUNDED VEHICLES / REMOVAL OF PERSONAL PROPERTY

The registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, shall be permitted to view said vehicle at the storage facility. Every vehicle owner or authorized representative shall be permitted to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle owner or authorized representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to telephones, tapes, tools, etc., and the Towing Company representative shall assist any vehicle owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by the Towing Company.

DROP FEES

Drop fees occur when a vehicle owner arrives on the scene of a tow and the vehicle has been engaged (hooked) by the tow truck, but the tow truck has not left the scene. Although Florida low allows towing companies to assess a drop fee (of not more than 50% of the posted towing rates). **North Miami Beach's towing companies have agreed to voluntarily waive all drop fees. The same identification that is required to retrieve vehicle from a tow facility is required for drop fees to be waived.**

PAYMENT OPTIONS

For your convenience, there are ATM machines at either the towing company or within reasonable walking distance. Towing companies must provide at least two options for payment: cash, money orders, travelers' checks or personal checks. The towing operator may require two forms of identification, one of which shall be photo identification, for payments by check.

CONTACT

The City of North Miami Beach Police Department handles towing on public and private property. For any questions on public or private property tows, please contact the City of North Miami Beach Parking Enforcement Hotline at 305.604.CITY (2489). For complaints about a tow truck operator's driving, call: COMPANY: #

ATTACHMENT "C" – MIAMI-DADE COUNTY MAXIMUM NON-CONSENT TOW RATES

POLICE DIRECTED

Police Directed Tow	
Class A	$153.47
Class B	$228.15
Class C	$324.45
Class D	$412.00
Per Mile Fee For Police Directed Tow (After first five (5) miles)	
Class A	$4.15
Class B	$4.81
Class C	$6.45
Class D	$7.65
Extra Time At Scene for Police Directed Tow	
Class A	$38.37
Class B	$57.04
Class C	$81.11
Class D	$103.00
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals, and must have the written documentation and approval of the investigating law enforcement agency/officer.	
Administrative Fees (After first 24 hours) Per vehicle All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees per Section 713.78(15), Fla. Stat.	$41.72 Maximum of $250.00
Daily Indoor Storage – vehicles 20' or less After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	$37.08
Daily Indoor Storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	$59.74
Daily Indoor Storage – small personal vehicles (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	$17.72
Daily Outdoor Storage – vehicles 20' or less After first 6 hours (Chargeable in 24-hour increments)	$30.23
Daily Outdoor Storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments)	$52.89
Daily Outdoor Storage – small personal vehicles (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	$14.88

Lowboy Services	
Tow Rate (hook-up and first ½ hour at scene)	$323.94
Per Towed Mile After First Five (5) Miles	$6.15
Extra Labor/Wait Time At Scene	$80.99
Hazardous material clean-up (Class C & D Only) and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates.
Dollies – Class A (Except Private Property Tows)	$48.41/per job
Underwater Recovery Salvage Diver(s)	
First Hour/Per Diver	$173.56
Each Additional 15 Minutes after the first hour/per diver	$43.38
Charges are 15-minute intervals and must be performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	

SAMPLE AGREEMENT (DO NOT COMPLETE)

AGREEMENT No. ITB (Bid Number)
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
(SUPPLIER NAME)

THIS AGREEMENT is made and entered into as of this ____ day of _____, **2024,** by and between **(SUPPLIER Name)** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **(SUPPLIER Address)** (hereinafter referred to as the " CONTRACTOR "), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Invitation to Bid (ITB) No. Bid Number (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the Agreement by all parties shall remain in effect for a three (3) year period from the date of the executed contract. The City may extend this contract for two (2) additional one (1) year periods at the same terms, conditions, and prices upon mutual agreement of both parties. If the CONTRACTOR cannot renew at these same terms, conditions and prices, CONTRACTOR must notify City on/or before 90 days prior to Agreement expiration.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall

CAO_____
VENDOR_____

SAMPLE

thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 2. PAYMENT.

2.1 Payment shall become due and payable to CONTRACTOR upon submission of the receipt of invoice. Notwithstanding the foregoing the City as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **Procurement Management Division**
City of North Miami Beach,
3rd Floor 17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Email: bids@citynmb.com

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: **SUPPLIER NAME**
Attn: _____
SUPPLIER Address
Telephone No. (___) ___ - ____
Email: _____

SAMPLE

CAO_____
VENDOR_____

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall

CAO_____
VENDOR_____

survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. ASSIGNMENT AND SUBCONTRACTING

9.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or subcontracted by the CONTRACTOR without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The City may assign its rights, together with its obligations hereunder.

SECTION 10. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

10.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
B. Upon request from the City's custodian of public records, CONTRACTOR shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Notwithstanding, it is understood that at all times CONTRACTOR's workpapers shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.
D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

CAO_____
VENDOR_____

SAMPLE

TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

SECTION 11. PROMPT PAYMENT ACT.

11.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 12. CONFLICT OF INTEREST/CODE OF ETHICS.

12.1 The CONTRACTOR represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The CONTRACTOR agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the CONTRACTOR, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

12.3 Standards and Proper Decorum: The City promotes and expects a *high standard* of ethics and professional conduct in all City employees. The CONTRACTOR shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the City.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 14. ORDER OF PRECEDENCE.

14.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 15. INSURANCE.

15.1 CONTRACTOR shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars ($1,000,000.00), naming the City as additionally insured.

SAMPLE

CONTRACTOR shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONTRACTOR shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statute 440. Should the CONTRACTOR be exempt from this Statute, the CONTRACTOR and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt CONTRACTOR shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONTRACTOR. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The City retains the right to engage the services of additional third-party CONTRACTORs or assign responsibilities to an employee of the City to perform the same or similar services provided by CONTRACTOR under this Agreement and to assign work to such parties in its sole discretion.

SECTION 17. ANTI-DISCRIMINATION.

17.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUNTIZED COMPANIES.

18.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification;

SAMPLE

or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19. NO CONTIGENCY FEES.

19.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 20. E-VERIFY

20.1 Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR must:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

CAO_____
VENDOR_____

SECTION 21. LIVING WAGE ORDIANCE

21.1 As applicable, the CONSULTANT agrees to provide Living Wage as set forth in Sec. 5-3.2 Living Wage in the City Code of Ordinances.

(SIGNATURE PAGE TO FOLLOW)

SAMPLE

CAO_____
VENDOR_____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____ day of _____, 2024.

CONTRACTOR

_____
Signature

_____
Name

_____
Title

_____
Date

CITY OF NORTH MIAMI BEACH

_____
City Manager

_____
Date

Approved as to form and legal sufficiency:

_____
City Attorney

Attest:

_____
City Clerk

(City Seal)

SAMPLE

CAO_____
VENDOR_____

Consent Agenda
9.10.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-117 Approving a Task Order for Staff Augmentation and Engineering Consulting Services with The Engineering Company, LLC. (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving Task Order with The Engineering Company, LLC

Background

The Public Works Department Public Works Department currently faces staffing shortages resulting in project and maintenance delays due to vacant positions. Engineering services are critical to ensure the timely review, oversight, and delivery of capital improvement projects, infrastructure maintenance, and public safety-related initiatives.

The Engineering Company, LLC is an experienced firm who has worked with Public Works in the past on critical public safety issues. Public Works would like to utilize TEC for staff augmentation to assist with coordination and project oversight with City staff and external partners, including Florida Power & Light, Miami-Dade County, and other service providers, on an as-needed basis with a not-to-exceed amount of $125,000.

Staff augmentation is a cost-effective and flexible approach that allows the City to engage professional resources on an as-needed basis to maintain effective service levels, preserve project timelines, and ensure compliance with professional standards, without the long-term costs associated with permanent hires.

These efforts will be provided under Contract No. EDP-PSA-2029, a Continuous Professional Engineering Services Agreement awarded by the Clerk of the Board of County Commissioners of Miami-Dade County, Florida, to The Engineering Company, LLC, effective February 13, 2025, through December 31, 2029.

This initiative will improve streetlight reliability, public safety, and compliance with traffic management initiatives, while leveraging the existing piggyback contract for professional engineering services.

Recommendation
The Interim Public Works Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to issue a purchase order for engineering consulting services with the Engineering Company, LLC. in an estimated budgeted amount of $125,000.

Fiscal Impact
Requesting a Purchase Order for the allocated amount of $125,000, as approved in the adopted

FY25 budget appropriation.

RESOLUTION NO. R2025--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER BETWEEN THE CITY THE ENGINEERING COMPANY, LLC FOR STAFF AUGMENTATION AND ENGINEERING CONSULTING SERVICES; IN A BUDGETED AMOUNT NOT TO EXCEED $125,000; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, WHEREAS, the Clerk of the Board of County Commissioners Miami-Dade County, Florida awarded Contract No. EDP-PSA-2029 *Continuous Professional Engineering Services Agreement* to The Engineering Company, LLC *("TEC")* effective February 13, 2025, through December 31, 2029 *("Piggyback Contract")*

WHEREAS, Public Works Department currently faces staffing shortages in engineering due to vacant positions. Engineering services are critical to ensure the timely review, oversight, and delivery of capital improvement projects, infrastructure maintenance, and public safety-related initiatives; and

WHEREAS, the City recognizes the need to maintain continuity of services and avoid project delays by temporarily supplementing City staff with qualified professional engineering personnel, in a not to exceed amount of $125,000 on an as-needed basis; and

WHEREAS, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 ("Code") provides that contracts more than fifty thousand dollars ($50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve Task Order with TEC for staff augmentation services, in a not to exceed amount of $125,000 for engineering consulting services; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to approve Task Order with The Engineering Company, LLC for staff augmentation services to maintain effective service levels, preserve project timelines, and ensure compliance with professional standards, in a not to exceed amount of $125,000

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Task Order with The Engineering Company, LLC in a not to exceed amount of $125,000, for staff augmentation and engineering consulting services in substantially the form attached as Exhibit "A," is approved and the City Manager or designee is authorized to issue purchase orders and execute the Task Order on behalf of the City.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

THE ENGINEERING COMPANY

Date: August 27th, 2025

Kerlyne McHenry

Public Works Director

17050 NE 19th Ave

North Miami Beach, FL

Subject: Proposal – Engineering Staff Augmentation (As-Needed)
Civil & Transportation Engineering · CIP Program Management · Management & Oversight

Dear Kerlyne,

The Engineering Company, LLC (TEC) is pleased to submit this proposal for Engineering Staff Augmentation (as-needed) in support of the City of North Miami Beach Public Works Department. This submittal mirrors the format you requested and is intended for rapid authorization and deployment.

All work will be provided on a time-and-materials basis. The Not-to-Exceed (NTE) amount is $125,000. Invoicing shall be Net 30.

The City intends to utilize TEC through the piggy-back of Contract No. EDP-PSA-2029 with the Miami Dade County (Continuous Professional Services Agreement).

Thank you for the opportunity to support the City's Public Works priorities. TEC is ready to mobilize upon authorization.

Sincerely,

OMAR HERRERA, PE

PRINCIPAL

THE ENGINEERING COMPANY, LLC

THE ENGINEERING COMPANY, LLC
2875 NE 191st Street, Suite 602, Aventura, FL 33180
info@theengineeringco.com

THE ENGINEERING COMPANY

1 | Introduction

The City intends to utilize The Engineering Company, LLC (TEC) through the piggy-back of Contract No. EDP-PSA-2029 with the Miami Dade County (Continuous Professional Services Agreement).

TEC proposes to provide Engineering Staff Augmentation (as-needed) to support the City of North Miami Beach Public Works Department. Services include civil and transportation engineering, capital improvement program (CIP) management support, and management and oversight services, including planning of projects, as requested by Public Works personnel.

TEC will operate as an extension of City staff, coordinating with Public Works, Police, Fire, Planning and Zoning, and other departments, as well as County and State agencies, to advance assignments efficiently on a time-and-materials basis. The Not-to-Exceed (NTE) amount is $125,000. Invoicing terms are Net 30.

2 | Scope of Services (Engineering Staff Augmentation, As-Needed)

Services will be performed when requested by Public Works and prioritized by the City. The following task catalog lists activities that may be authorized under this contract; specific deliverables and schedules will be defined per service request.

2.1 Traffic & Transportation Engineering Support

- **Traffic Impact Assessments (TIA):** Prepare TIAs for ongoing and upcoming developments; evaluate volume, capacity, LOS, safety, and mitigation needs.
- **Data Collection & Analysis:** Collect and analyze traffic counts (peak hour, turning-movement), speed studies, pedestrian and bicycle counts, and crash history to inform planning and design.
- **Pedestrian & Bicycle Infrastructure Design:** Conceptual and detailed design support for crosswalks, bike lanes, shared-use paths, ADA improvements, and related safety features.
- **Safety Audits & Evaluations:** Perform location-specific safety reviews; develop actionable recommendations to reduce crashes, improve visibility, and enhance road user safety.
- **Roadway Design & Improvements:** Prepare concepts and design support for intersections, roundabouts, corridor restriping, and traffic-calming measures (e.g., speed humps/tables, chicanes, curb extensions, gateway treatments).
- **Traffic Control & Detour Planning:** Develop temporary traffic control (TTC) and MOT plans (detours, lane closures, work-zone signage) for maintenance and construction activities.
- **Compliance with Regulations & Standards:** Ensure projects adhere to applicable standards and guidelines (e.g., MUTCD, ADA, FDOT/FHWA requirements), and align with City policies.
- **Evaluation of Alternative Transportation Solutions:** Analyze transit enhancements, shared mobility, carpool/managed lanes, and other strategies to relieve congestion and improve mobility.

2.2 Civil Engineering & CIP Program Management Support

- **Capital Planning & Programming:** Assist with CIP project definition, prioritization, and budgeting; develop planning-level scopes, schedules, and opinions of probable cost.
- **Project Management & Oversight:** Provide PM support to keep projects on time and on budget; prepare status reports, risk registers, and action logs.
- **Roadway/Drainage/Utility Design Support:** Prepare concepts, basis-of-design narratives, design criteria, and draft plan sheets; coordinate utility conflicts and clearances.
- **Grant Writing & Funding Assistance:** Identify funding opportunities; prepare and submit competitive grant packages aligned with City goals and eligibility requirements.
- **Environmental Review Support:** Assist with environmental due diligence and documentation (e.g., categorical exclusions/assessments), including air/noise screening as requested.
- **Procurement Support:** Prepare scopes of work, level-of-effort estimates, and evaluation support for professional services and construction procurements.
- **Construction Support (as requested):** inspection services, RFI responses, submittal reviews, pay-application verification, schedule reviews, and field coordination.

2.3 Public Outreach & Interdepartmental Coordination

- **Public Outreach & Engagement:** Prepare materials, attend community meetings, conduct surveys, and support consensus-building with residents and stakeholders.
- **Coordination with City Departments:** Facilitate coordination with Public Works, Police, Fire, and other departments to ensure projects meet standards and community needs.
- **Agency & Utility Coordination:** Coordinate with Miami-Dade County, FDOT, and utilities to resolve comments, obtain approvals, and maintain project momentum.

Note: The above list is not exhaustive; additional related tasks may be authorized by the City as needed.

3 | Work Authorization & Deliverables

1. Service Requests: Public Works will authorize work by email or task directive specifying the need, requested deliverables, and desired timeline.
2. Task Confirmations: TEC will reply with a brief task confirmation (scope, roles, and estimated hours) before commencing work.
3. Deliverables: May include technical memoranda, concept layouts, CAD drawings, TTC/MOT plans, traffic analysis files, cost estimates, schedules, outreach materials, grant applications, and presentation slide decks.
4. Progress Reporting: Monthly progress summaries will accompany invoices and can be tailored to City reporting needs.

4 | Staffing & Hourly Billing Rates

All services will be billed at the following hourly rates:

Role	Hourly Rate
Principal / Lead Engineer	$250
Senior Engineer	$180
Senior Project Manager	$180
Project Manager	$160
Project Engineer	$140
Construction Engineer / Field Engineer	$140
CAD Drafter / Designer	$130
Project Administrator	$130

The City may request specific staff for individual assignments; TEC will confirm availability and provide alternates as needed.

5 | Invoicing & Payment Terms

- Invoicing and payment procedures shall follow the Contract No. EDP-PSA-2029 with the Miami Dade County (Continuous Professional Services Agreement).
- The City shall remit payment within 30 calendar days of receiving a properly submitted invoice (Net 30).
- Monthly invoices will itemize actual hours by labor category and task, with timesheets and a narrative of work completed during the billing period.
- TEC will actively monitor expenditures and notify the City when 80% ($100,000) of the authorized NTE value is reached.
- Any out-of-scope work or other direct costs (ODCs), if needed, will be performed only with prior written authorization from the City.

6 | Assumptions & Exclusions

1. This is an as-needed labor contract; the City's assignment of tasks is discretionary and no minimum quantity of services is guaranteed.
2. Unless specifically requested by the City, permit fees, application fees, and third-party costs (e.g., specialized surveys, subsurface utility engineering, traffic count vendors) are excluded and will be procured only with prior approval. Environmental Site Assessments (ESA), including Phase I and Phase II environmental studies, are not included and would require separate authorization.
3. Sealed engineering documents (final design packages) will be provided when expressly authorized; standard deliverables will be in draft/concept form suitable for coordination and decision-making.
4. TEC is not responsible for delays caused by third parties or agencies; however, TEC will assist the City in proactively resolving comments and expediting reviews.
5. Access to City data, previous studies, and GIS resources will be provided to TEC to support efficient delivery.
6. Insurance certificates and compliance documentation will be furnished upon request under the contract.

Consent Agenda
9.11.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-118 Approving a Purchase Order for a Multi-Chemistry Analyzer with Seal Analytical, Inc. (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

CITY COMMISSION
STAFF REPORT

DEPARTMENT: NMB Water - Utilities Department

SUBJECT: Motion to approve and authorize a sole-source procurement from Seal Analytical for the purchase of an AQ400 Discrete Analyzer, in the amount not to exceed $53,320 for the City's Water Treatment Plant's Lab.

CITY MANAGER RECOMMENDATION:

The Interim City Manager recommends approval and authorization of this sole-source procurement from Seal Analytical for the AQ400 Analyzer to strengthen in-house water quality testing capabilities, in the amount not to exceed $53,320 for the City's Water Treatment Plant's Lab. This aligns with the City's broader strategy of enhancing internal lab capacity and reducing long-term operational costs.

BACKGROUND OF ITEM:

NMB Water operates a state-certified laboratory responsible for routine compliance and operational testing of drinking water and wastewater. To support regulatory mandates and improve internal testing capabilities, the utility proposes the acquisition of a Seal Analytical AQ400 Discrete Analyzer—a state-of-the-art, automated testing instrument used for high-throughput analysis of parameters such as ammonia, nitrate, phosphate, and total nitrogen in accordance with EPA-approved methods.

The AQ400 utilizes discrete photometric analysis, enabling the simultaneous testing of multiple analytes from a single sample with minimal reagent usage and operator intervention. The system's design allows for reduced labor requirements, enhanced data accuracy, and improved operational decision-making.

Seal Analytical is the exclusive manufacturer and sole authorized distributor of the AQ400 system. As such, this procurement qualifies as a sole-source acquisition per Section 3-4.5 of the City's Procurement Code**.**

The purchase includes:

- One (1) Seal Analytical AQ400 Discrete Analyzer
- Method setup and applications support
- On-site system installation and **two (2) days of staff training**
- Freight and delivery to NMB Water's laboratory

ANALYSIS:

The acquisition of the AQ400 Analyzer directly supports the City's broader strategic goals, including increased in-house capacity, improved data turnaround times, enhanced regulatory responsiveness, and operational cost savings.

Key Benefits:

- Automated, multi-parameter testing with high throughput and minimal human error.
- Compact bench-top system suitable for laboratory space constraints.
- Reduces reliance on third-party contract laboratories, mitigating delays in reporting and compliance.
- Improves data quality and consistency, aligning with EPA and FDEP standards.
- Cost-effective in the long term, with savings on both labor and external lab testing.

This investment positions NMB Water to better serve the public through real-time water quality insights and proactive treatment optimization.

ALTERNATIVES:

The primary alternative to the AQ400 purchase is to continue outsourcing water quality testing to third-party laboratories. This results in higher operational costs, slower data turnaround, and reduced control over compliance timelines. Bringing the testing in-house provides immediate access to real-time results, optimizes resource allocation, and supports regulatory readiness.

FISCAL IMPACT:

There is sufficient funding available in the Water and Sewer Utility operating Fund. To address the funding needs for this request, staff requested an internal budget transfer from Other Contractual Services account 410900-533347 to Professional Services account 410901-533640, 410901-533420 and 410901-533559 which has been processed to ensure sufficient funds.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
410901-533640	$0.00	$0.00	$48,420.00	48,420.00	$0.00
410901-533420	$2,000.00	$173.13	$1173.13	$1,000.00	$173.13
410901-533559	$1000.00	$70.00	$3,973.00	$3,900.00	$70.00

ATTACHMENTS:

1. Seal Analytical Quote #JR-250117-VR Rev 1
2. Sole Source Justification Form
3. Procurement Explanation Memo
4. Budget Transfer Request Form

RESOLUTION NO. R2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH SEAL ANALYTICAL, INC FOR THE SOLE SOURCE PURCHASE OF AQ-400 AUTOMATED MULTI-CHEMISTRY ANALYZER IN AN AMOUNT NOT TO EXCEED $53,320.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-4.5 of the Code of Ordinances City of North Miami Beach, Florida 2008 ("Code") provides that purchases of certain material and services shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a. "Sole Source Purchase", which states "sole source supplies and services, such as unique, patented, or franchised supplies or services are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from one (1) source;" and

WHEREAS, A Notice to Sole Source (Ref: SS-2025-047), was published on the OpenGov.com E-Procurement portal outlining the City's intention to proceed with the sole-source procurement methodology for the purchase of AQ400 Automated Mult-chemistry Discrete Analyzer to support regulatory compliance and enhance the testing capabilities of NMB Water's state-certified laboratory. During that period, the City either did not receive or could not substantiate the same products or services from alternate vendors; and

WHEREAS, Seal Analytical, Inc., is the exclusive manufacturer and supplier of the AQ400 Automated Discrete technology in the United States, and is the sole authorized provider of genuine parts, software, supplies, service and support for the SEAL AQ instruments nationwide; and

WHEREAS, Section 3-3.14 of the City's Code of Ordinances provides that contracts in excess of fifty thousand dollars ($50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a sole-source purchase in an amount not to exceed $53,320 for the purchase of AQ400 Automated Mult-chemistry Discrete Analyzer; and

WHEREAS, the Mayor and City Commission believe it is in the best interest of the City to approve a sole source purchase in an amount not to exceed $53,320.00 for the purchase of AQ400 Automated Mult-chemistry Discrete Analyzer from Seal Analytical, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida, that:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The sole source purchase, in substantially the form attached as Exhibit "A", for the purchase of AQ400 Automated Mult-chemistry Discrete Analyzer in an amount not to exceed $53,320.00 with Seal Analytical, Inc., subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

City of North Miami Beach

SS-2025-047

PURCHASE OF AQ400 AUTOMATED MULTI-CHEMISTRY DISCRETE ANALYZER PACKAGE

RELEASE DATE: July 17, 2025
RESPONSE DEADLINE: July 24, 2025, 3:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Sole Source Justification
2. Vendor Response
3. Attachments

Attachments:

A - Sole Source Packet

1. Sole Source Justification

1.1. Summary

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

1.2. Background

Reference #: SS-2025-047

Subject: Purchase of AQ400 Automated Multi-Chemistry Discrete Analyzer Package

City of North Miami Beach intends to award a procurement as a Single Source Procurement in accordance with its Policy 450.03, and State of Florida Statute 287.057 (3) (c). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the Authority. This is not a solicitation, and there is not a solicitation available.

A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City of North Miami Beach, even though other competitive sources may be available. A Single Source Procurement is a non-competitive procurement method.

All are encouraged to notify the Purchasing Agent (Agent), stating their company/agency name, address, contact name, contact email, and a statement regarding their capability to provide the requested goods or services. All responses must be in writing, submitted electronically via the e-Procurement Platform ("Platform"), by 3:00 pm on Thursday, July 24, 2025.

Procurement details are listed herein.

1.3. Timeline

Sole Source Advertisement Release Date	July 17, 2025
Sole Source Advertisement Close Date	July 24, 2025, 3:00pm

2. Vendor Response

1. Response from Vendor
   A. A statement regarding their capability to provide the requested goods or services.
   B. Distributors and re-sellers are highly encouraged to include a statement from the product manufacturer stating that they are authorized to sell the product.
   C. Any other relevant information.

Notice of Intent to Award a Sole Source Procurement

Subject:	AQ400 Automated Multi-Chemistry Discrete Analyzer Package from Seal Analytics Inc.
Document Number:	SS-2025-047
Date:	July 17, 2025
Written Response Due:	July 24, 2025
Time:	3:00 PM EDT
E-mail Address:	bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water Administration

Product and/or services to be purchased: AQ400 Automated Multi-Chemistry Discrete Analyzer Package from Seal Analytics Inc.

Anticipated Cost: $53,320.00

Sole Source Justification: The City of North Miami Beach Water Department seeks to purchase the AQ400 Automated Multi-Chemistry Discrete Analyzer Package from SEAL Analytical, Inc. for the Norwood Water Treatment Plant Laboratory. The AQ400 is a critical analytical instrument designed to perform automated testing of multiple water quality parameters including ammonia, nitrate, phosphate, and total nitrogen, all in accordance with EPA-approved methods.
SEAL Analytical, Inc. is the exclusive manufacturer and sole authorized distributor of the AQ400 Analyzer, its proprietary software, parts, consumables, and maintenance services within the United States. According to the manufacturer's certification. The acquisition of the AQ400 aligns with the City's strategic objective to enhance in-house laboratory testing capabilities, reduce dependency on third-party laboratories, improve turnaround time for water quality results, and support regulatory compliance.

Actions to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the

Chief Procurement Officer not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.

City of North Miami Beach NMB

PROCUREMENT MANAGEMENT DEPARTMENT

SOLE SOURCE REQUEST FORM

TO: **Mario A. Diaz,** City Manager

FROM: Hamid Nikvan
Department Head (Name & Signature)

VIA: Chief Procurement Officer

DATE: 06/10/2025

RE: AQ400 Automated Multi-Chemistry Discrete Analyzer Package

Annual Expenditure not to Exceed: $ 53,320.00 **Vendor #** 529858

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law:** *a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.*

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

The Norwood Water Quality Laboratory is expanding its analytical capabilities and is seeking to add new analytes to its scope of testing. To support this effort, the lab requires an instrument capable of performing discrete analysis.

The SEAL AQ400 Automated Discrete Analyzer is recognized as a global leader in this field, offering exclusive features not available in other discrete analyzers.

SEAL Analytical Inc. is the sole-source manufacturer of the AQ400 Discrete Analyzer for environmental applications. The company is known for providing industry-leading support, high-quality instruments, and robust analytical methods that meet current regulatory standards.

	Approved	**Date**
Finance Director		
Chief Procurement Officer (Up to $25,000)		
Mario A. Diaz, *City Manager (Up to $50,000)*		

Purchases exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review.

TO: **Mario A. Diaz**
City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan — Director | Director of NMB Water — Title/Department

Signature | 06/10/2025 — Date

RE: AQ400 Automated Multi-Chemistry Discrete Analyzer Package

Fiscal Amount not to Exceed: $ 53,320.00 **Vendor #** 529858

Purpose (How does it align with City NMB Strategic Plan?):

The purpose of this request is to award a sole source contract to SEAL Analytical, Inc. for the purchase of the AQ400 Automated Multi-Chemistry Discrete Analyzer Package. This acquisition aligns with the City's objective to deliver high-performing municipal services in a financially responsible and efficient manner.

Background:

The AQ400 Automated Discrete Analyzer is a critical addition to the laboratory, as it will significantly enhance productivity and operational efficiency. By consolidating multiple types of equipment and analytical procedures into a single platform, the AQ400 reduces complexity and streamlines workflows. This instrument will ensure greater accuracy and reliability of test results, directly supporting the City of North Miami Beach's compliance monitoring efforts and regulatory obligations.

Recommendation:

NMB Water recommends approval of this Sole Source Request, as SEAL Analytical, Inc. is both the manufacturer and the sole authorized vendor of the AQ400 Automated Discrete Analyzer and its associated products.

Fiscal Impact / Account Number(s):

FY2025 410901-533640 / 410901-533420

Contact Person(s):

Hamid Nikvan, Director of NMB Water & Valentina Ramirez, Quality Control Manager

June 9, 2025

City of North Miami Beach
19150 NW 8th Avenue
Miami Gardens, FL 33169

To whom it may concern:

This is to certify that SEAL Analytical, Inc. is the **exclusive manufacturer and supplier** of AQ300 and AQ400 Automated Discrete technology in the United States. As such, we are the **sole authorized provider** of genuine parts, software, supplies, service and support for the SEAL AQ instruments in the United States.

SEAL Analytical, Inc. is also the **global manufacturer and supplier** of what was Bran+Luebbe (formerly Technicon) continuous flow analyzers in the USA. This includes the AA500, QuAAtro39, AA3 and AA1. We are also the **sole authorized provider** of genuine parts, software, supplies, service and support for the SEAL/Bran+Luebbe instruments (i.e. AutoAnalyzer II/3, TrAAcs and QuAAtro) in the United States.

This letter confirms that SEAL Analytical, Inc. **does not** supply **any** competing companies with genuine parts, software and consumables for resale **nor** do we authorize any other service provider to service our analyzers.

SEAL commits to providing an on-going improvement process to our clients. We serve out-of-production units and, when parts or modules are no longer available, we will provide a cost effective proposal to move to the next generation, removing retraining costs and ensuring that existing inventory of consumables do not become redundant.

Thank you for your interest in SEAL Analytical, Inc. products and service. We look forward to continuing our working relationship.

Sincerely,

Lalicia Potter
General Manager
SEAL Analytical, Inc.

SEAL Analytical, Inc. 6501 West Donges Bay Rd., Mequon, WI 53092
Phone: 262-241-7900 Fax: 262-241-7970 Email: sales@seal-us.com www.seal-analytical.com

City of North Miami Beach
19150 NW 8th Avenue
Miami Gardens, FL 33169

June 6, 2025

Dear Valentina,

Thank you for choosing to investigate the benefits of our **AQ400 Series** Discrete system. Please find enclosed our quotation as requested.

SEAL Analytical have been producing and supporting discrete analyzers for over twenty-five years. The AQ400 series is the latest instrument we offer which brings our experience and expertise to assist your productivity needs for the laboratory. It is designed and built entirely in the USA – at the SEAL headquarters in Milwaukee. Building on the success of the AQ2, with extra capacity, speed and flexibility, the AQ400 is at the forefront of discrete technology.

The advantage of the AQ400 Discrete analyzer is the automation and flexibility. Some of the automation capabilities of the AQ400 include generating a calibration curve from one standard, pre-dilutions and post-dilutions, and automatic scheduling of quality controls.

While it is not essential that you purchase the computer from us, we do recommend that you do. This allows us to ensure you have a computer with sufficient specifications.

We will be in contact with you in the near future. In the meantime, if I can be of any further service please do not hesitate to contact me.

Yours sincerely,
On behalf of SEAL Analytical Inc.

F. Joseph Redovich Jr.
Technical Sales & Product Manager

Quote No: JR-250117-VR Rev 2 AQ400 Quote **Issue Date: June 6, 2025**

Price Quotation for **Valid Until: August 31, 2025**

City of North Miami Beach
19150 NW 8th Avenue
Miami Gardens, FL 33169

Email: valentina.ramirez@citynmb.com
Phone: 305.770.5125

For the attention of Valentina Ramirez

AQ400 Automated Multi-Chemistry Discrete Analyzer Package

- AQ400 Chemistry Unit, 120V/60Hz (for up to 9 filter wavelengths)
- AQ series Operating Software
- Start-up accessories kit to include -
  1 Spare Lamp assembly, 1 Spare Probe flusher
  1 Pack Reaction segments, 1 Pack Sample cups,
  1 Pack Reagent containers
- 2 Sample Trays (80 or 120 position)
- Operation Manual, Software Manual & Method SOP's
- AQ400 Customer Support Manual
- Integrated Cadmium Reduction Hardware for Nitrate analysis
  (includes 2 cadmium coils)

Package Price	**$ 53,800**
Less Government Discount – 10%	***- $ 5,380***
Training and Installation package, 3 Days	**$ 3,900**
Warranty, 12 month parts & labor	**included**
Freight and Handling	**$ 1,000**
Discounted OFFER Price	**$ 53,320**

OPTIONS:

1.	**Hi Spec Computer: includes 17" flat panel monitor**		**$ 1,600**
2.	**APC Back-UPS Pro 1000VA**		**$ 345**
3.	**3 month AQ400 maintenance kit (to be used months 3-6)**		**$ 93**
4.	**6 month AQ400 maintenance kit (to be used months 6-9)**		**$ 730**
5.	**9 month AQ400 maintenance kit (to be used months 9-12)**		**$ 93**
6.	**Extra Cadmium coil**		**$ 195**
7.	**Consumable kit (10 bags reaction segments, 4 bags 2ml sample cups, and 25 reagent Wedges)** **Contains reaction wells for 18,000 tests, 4000 sample cups**		**$ 995**
8.	**Annual Service contract including on site PM visit** **Please see Service contract brochure for details**	**Basic** **Premium**	**$ 4,720** **$ 6,795**

Terms and Conditions:

Terms:	Net 30
Delivery:	6-8 weeks after receipt of order
Freight and Handling:	$1,000
Sales Tax:	Not Included. It will be payable unless you are exempt.
Tariffs:	Assessed at half the standard EU rate at date of shipment.

NOTE:
The PC may be purchased by your company; however, you must meet our minimum specifications - available on request.

SEAL Analytical will not assume responsibility for damage caused to instrument from power outages or power surges in the laboratory.

Technical Support Services

Technical Support:

We provide a telephone/email/fax service desk at our Milwaukee facility from 8:00 AM to 5:30 PM as part of our standard service to our customers. All service calls are logged and an in-house Engineer or Chemist will trouble-shoot the problem by telephone. Our statistics show that over 90% of user questions are diagnosed and corrected by telephone and/or email intervention, without a site visit being necessary.

If this does not resolve the problem, a field-based Technical Specialist is assigned to visit the site.

Response Time / Repair Time:

Our typical response time for a Specialist to reach a site would be less than 24 working hours. We use state of the art messaging equipment to communicate with field staff before, during, and after each service episode. All support staff are our own employees, and not contract labor, and therefore would be dispatched from the Milwaukee site.

Technical Support Service Contracts:

A full range of customer support contracts are available. It is our aim to supply a fully-installed system and provide the application, software and engineering back up to ensure the highest performance from your new analytical system.

Focus Groups:

SEAL actively supports and sponsors Analyzer User Groups, arranging meetings on a regular basis, typically annually. The Company finds this an invaluable means of ensuring continued high levels of customer satisfaction and a useful forum for prioritizing product developments, and to introduce product enhancements.

AQ400 Automated Multi-Chemistry Discrete Analyzer

The **AQ400 Analyzer** is a **bench top Analyzer** that has been developed to meet the specific need for a modern, automated discrete analyzer in the environmental laboratory.

This analyzer has been developed to address the needs of laboratories that require high levels of **automation**, a wide range of chemistries, limits of detection that ensure **compliance with regulatory requirements** and the advantages of integration with **LIMS** systems. The AQ400 is a flexible system that meets these requirements and can be configured via the industry specific software to meet the operational needs of laboratories with a wide range of analytical and throughput levels.

Design & Functional Specifications

The design concept of the SEAL Analyzers is to enhance productivity of analytical services in busy laboratories by streamlining the workflow of samples and information through the total analytical process. Extensive experience in environmental laboratories has shown that the key to increasing productivity is the avoidance of multiple types of equipment and analytical procedures. In a laboratory where the routine range of colorimetric determinants requires the use of a range of instruments with restricted test menu, low throughput and multiple calibration/maintenance needs, the workflow involves several processes which are labor intensive, subject to potential error, and costly to operate.

These include:

- The need to produce separate work-lists/load-lists for the different analyzers, with associated test order entry.
- The splitting of samples and maintaining integrity of identity of the sub-aliquots.

- Separate calibration, operation, and quality control regimens on multiple analyzers.
- Collating results from multiple analyzers for final reports, possibly with multiple interfaces to LIMS.

When these elements are rigorously costed, inclusive of personnel time, instrument maintenance costs, space requirements, duplicated consumables, I.T. costs, etc., it becomes clear that the overall cost of analysis per sample is greatly reduced by consolidating the workflow onto a single nutrients system. Thus, the design specification of the SEAL Analyzers was to develop a family of units based on a standard software platform, utilizing the same range of chemistries, which have the breadth of test menu, speed of throughput, and flexibility to process a workload that would otherwise require a combination of different contemporary analyzers and manual assay techniques.

Equally, it is a requirement that any analyzer selected meets the analytical performance criteria set out by the US EPA and other Standard bodies. Whereas, many contemporary analyzers in this market are required to operate at the extreme edge of their detection capability to meet these limits, the SEAL Analyzers routinely meet these criteria.

Finally, SEAL recognizes that the environment within which our systems operate is subject to change, whether from new technical demands, regulatory affairs, or changing practices of the Water & Environmental Industry. Therefore, we commit continuing resources to system development, including hardware enhancements, applications, software and chemistry methods.

Environmental Policy

SEAL is a manufacturer of high-quality automated analyzers and supplier of reagent systems for use in the Water, Soils and Environmental analysis sectors. The Company is aware that its products do have an impact on the environment in both the production and end-user stages of the product life cycle. The Company is therefore making every effort to determine the environmental impact of its operation and products and, where possible, implement a policy of reduction.

Specifically:

- Design new reagents and analyzers to take account of environmental issues such as waste production, power consumption, and low heat dissipation.
- Reformulate reagent systems to reduce harmful waste without affecting analytical performance.
- Provide full COSHH safety data on all products.
- Recycle, where practical, in-house produced waste.
- Minimize energy consumption within the factory and in the transport provided to employees.

Environmental Issues

- Discrete analysis by definition uses less than 10% of the reagents used by Continuous Flow systems.

AQ400 Training

The AQ400 system and software design has been strongly influenced by listening to SEAL users and regulatory requirements. As a result, the system is easy and intuitive to use. An on-site training course is conducted at installation covering the following aspects of the system:

- Introduction
- Hardware overview
- Principles of operation
- Daily routine
- System software operation, including:
  Test parameters, Reagent parameters, Standard definition, QC definition, Scheduling, Routine running Acceptance, Data storage routines LIMS interface

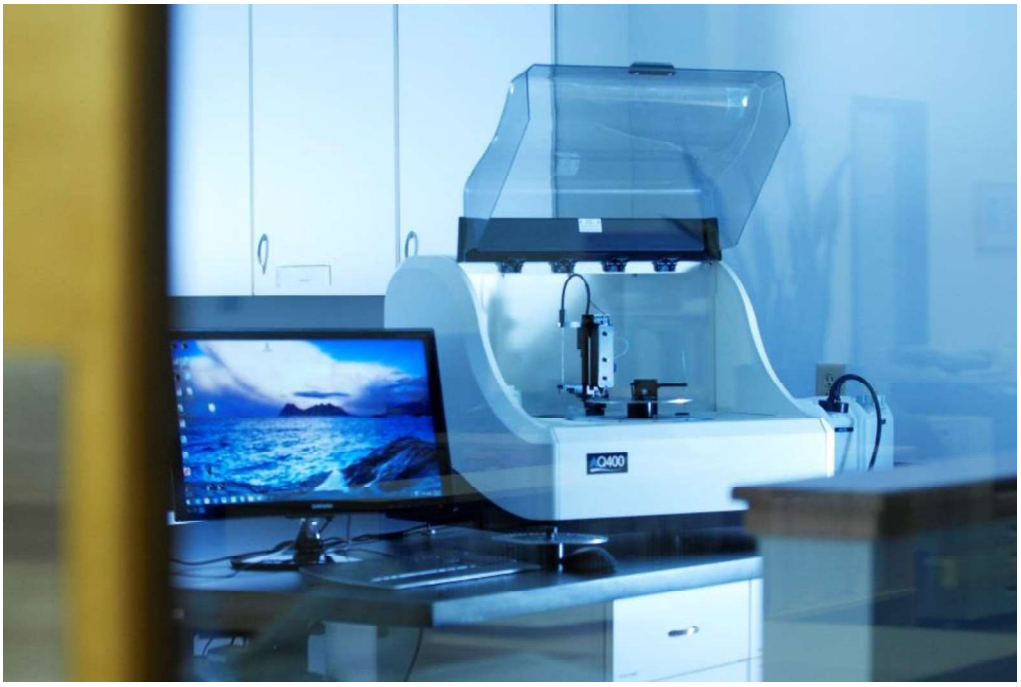
- Analyzer routine maintenance
- Troubleshooting/corrective maintenance
- Method Applications

Warranty Policy:

- Subject to the conditions set out below, the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of the initial use or 15 months from delivery, whichever is the first to expire.
- The above warranty given by the Company subject to the following conditions:
- The Company shall be under no liability in respect of any defect in the Goods arising from any drawings, design or specification supplied by the Buyer;
- The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instruction (whether oral or in writing) (including instructions regarding preventative maintenance), misuse or alteration or repair of the Goods without the Company's approval;
- The Company shall be under no liability under the above warranty (or any other warranty, conditions of guarantee) if the total price of the Goods has not been paid by the due date of payment;
- The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified by the Company within 7 days from the date of delivery (where the defect or failure was not apparent on reasonable inspection) within a reasonable time within discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defects or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- Where any valid claim in respect of any of the Goods which is based on any defect in the quality of condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.
- Except in respect of the death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use resale by the Buyer except as expressly provided in these Terms.
- The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control; Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, requisition, regulations, bye laws, prohibition or measures of any kind of the part of any Governmental, Local Authority; import or export regulations or embargo's, strike, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labor, fuel, parts or machinery; power failure or breakdown in machinery.

.

AUTOMATED MULTI-CHEMISTRY ANALYZER
SYSTEM SPECIFICATIONS AQ400 Series



Operational Specifications:

1. All chemistries on the automated multi-chemistry system must operate on the principle of discrete batch robotics analysis.

2. The robotics system must provide immediate, on-demand start-up, automated method changeover, and automated shutdown under computer control with no operator intervention.

3. The analyzer must be method-based, capable of replicating the sample and reagent ratios specified in prescribed manual or continuous flow methodologies.

4. The system shall be capable of analyzing tests from a combined volume of sample and reagents of 500 µL per test. If required the combined volume of sample and reagents per test might go up to 1000 µL.

5. Samples shall be processed at rates up to 200 tests per hour with no carryover or cross-contamination between samples or chemistries.

6. The system must allow for unlimited chemistries to be run sequentially with no operator intervention.

7. The system shall be able to apply only the required tests on each sample.

8. The system shall not require reagent baseline stabilization.

9. The software must run under Windows 10 or higher and must perform simultaneous instrument control, data acquisition and report generation.

10. The system must not require any post-run carryover correction. As soon as the sample is through the detector, the final concentration value must be available.

11. Automatic dilution with a high resolution 1000 µL syringe dilutor must be available to enable automated preparation of working standards from a stock standard and automated dilution of off-scale samples to bring their concentrations within the working range of the chemistry. Diluted samples must be re-run automatically and results integrated into a final report.

12. System must have the option of a sample tray for up to 120 samples on board.

13. The system must have the option to place up to 26 reagent containers. Containers must be capable to be filled up to any level up to 40 mL.

14. The system must be able to perform a minimum of 216 tests without operator´s manual intervention and must have the capability to add samples during the run.

15. The system must have the capability to pause a run, measure emergency samples and continue with the paused run.

16. The system must allow at least 216 tests without the need for manual interaction. This requirement is for larger number of sample including pre- and post-dilution, calibrations for multiple tests and CCV, CCB as required.

Instrument Specifications:

1. All operating parameters must be computer-programmable with no manual switching of manifolds, pump tubes, sample loops or interference filters.

2. The system must allow true walk-away operation with no operator monitoring or intervention.

3. The system must be capable of performing analyses on-demand. Specifically, if the appropriate reagents are loaded, the system will allow the user to schedule individual tests to be run on specified samples without additional instrument setup.

4. The instrument must be capable of automated method changeover to specifically include computer-controlled sample volume, reagent volumes, reaction times and detection wavelengths.

5. The system must be equipped with 2 robotic arms. Each arm holds a separate probe to aspirate or dispense sample, reagent or reaction solution.

6. The pipette system must be able to dispense at least 2 -500 µL sample and 10 – 500 µL reagent. The minimum dosing volume must be at least 2 µL.

7. Sample trays must be keyed so that they only go on one way to avoid any wrong positioning.

8. The instrument must accommodate up to 26 reagent/bulk container reservoirs incorporating a Peltier-cooled system for 20 containers to bring reagents to 10 degrees C below ambient and perforated reagent vessel caps to reduce reagent volatilization, eliminate cross-contamination among reagents and samples, extend reagent lifetime and prevent odorous chemicals from entering the laboratory's atmosphere. These reagents must be in addition to 100 sample cup positions in the same run.

9. Only the exact amount of reagent required for the test shall be consumed.

10. The reaction system must provide an electrical heating system to bring the reaction product to a steady state of 39 degrees C.

11. The detection system must be decoupled from the sample/reagent mixing system to maximize throughput and analytical precision.

12. The system shall employ stopped-fill reaction product reading in a temperature- stabilized quartz flow through cuvette to eliminate flow noise and maximize the signal-to-noise ratio.

13. The system must be equipped with a 10 mm path length, temperature-stabilized, quartz, flow through cuvette to ensure a highly reproducible optical path. Complete flushing between samples prevents carryover and cross- contamination. The system must not require a wiping system to either the flow through cuvette or reaction wells.

14. The high quality photometer must have a measuring and a reference detector and have a resolution of at least 0.0001 AU and a dynamic range up to 2.500 AU. The wavelength range must be at least from 350 – 880 nm.

15. The system shall perform automatic reagent level sensing prior to analysis based on the number of samples to be analyzed. In the event of insufficient reagent volume being available, the system shall alert the operator to top off the reagent reservoirs as required.

17. The system is able to perform automatic dilution of the over-range samples by a user-selectable dilution factor and re-measure these samples. If the sample is still over-range the dilution is rerun with a squared dilution factor.

18. In case of opening the front cover the system must have a warning system to prevent any harm of the users.

19. The system must be capable to request a pre-dilution in the range of 1:1 to 1:100 per sample. The instrument must be capable, in addition, to automatically dilute any off- scale samples that were pre-diluted by the system. No space on sample carousel should be required for automatic dilutions.

20. The instrument must have the ability to prepare working standards from a stock solution using the automatic dilutor with the user only needing to enter the value of the high standard, number of calibration points and % required for each point into the software one time.

21. The instrument must communicate ONLY via USB connection and require no external serial to USB converter.

22. The instrument must employ a static wash well equipped with constant clean water recirculation to ensure efficient cleaning of probe and dispense system.

23. The system must employ an additional moving probe flusher which constantly cleans the probe before each travel action.

24. The system must employ segregated waste lines for separate disposal of hazardous reagent waste and rinse water to further reduce disposal volume and costs.

Chemistry Specifications:

1. The system shall not require individual manifolds to accommodate each chemistry.

2. All chemistries shall be performed using a common pipettor, reaction wells and detection systems.

3. All method operating parameters shall be computer-programmable and not require any manual changeover by the operator.

4. All methods must include manufacturer lab tested data collected using that method and specified instrumentation in use including linearity, accuracy, precision, method detection and reporting limit data across multiple days.

5. All appropriate environmental chemistries must employ USEPA, ISO or other accepted methodologies.

6. Approval documentation from USEPA must be included for each test specified.

7. To determine nitrate, the system must employ an in-line open tubular cadmium reactor to thoroughly reduce nitrate to nitrite. The system must also be capable of automatically reactivating the coil on-line with copper sulfate solution. The system shall be capable of running nitrite separately by automatically switching the cadmium reactor out of line, determining nitrite, then subtracting the nitrite result from nitrate + nitrite to give a final nitrate concentration.

Instrument Software Specifications:

1. The software must allow the operator to view and print the calibration curve following the calibration run.

2. The software must allow for one or more calibration standards to be eliminated from the curve and the least squares fit and correlation coefficient automatically recalculated in % error determined for each calibration point.

3. The software must communicate from the computer to the chemistry unit solely through a USB port and shall not require a plug-in card to perform communication, analog-to-digital conversion or digital input-output control.

4. The software must automatically detect off-scale samples and schedule these samples for dilution to bring their concentration within the range of the calibration.

5. The calibration report must include percent residual data and the date and time of analysis for each and all calibration standards.

6. The software must run under Windows™ 10 or higher.

7. The software must allow the user to specify a minimum correlation coefficient value for the calibration curve which, if not met, will notify the operator.

8. The software must perform closed-loop data quality monitoring and control wherein QC samples and standards (spikes, duplicates, check standards, proficiency standards, etc.) can be specified together with their QC limits. If any QC limit is exceeded, the operator can also specify a corrective action. For example, if a check standard fails, the operator can direct the analyzer to automatically recalibrate and re-run all samples from the last check standard that passed then continue on with the remaining samples with no operator intervention.

9. The software must allow for both short and long-term QC charting to track system performance with respect to accuracy and precision by continually tracking check standard mean and standard deviation. For convenience, the user can then plot QC charts showing limits of 1, 2, and 3 times the defined acceptable standard deviation of that standard.

10. The software must allow for post-run rescheduling and re-run of samples or controls, with or without a user-specified dilution.

11. The software must allow for seamless reporting across batches and templates.

12. The software must have bulk standard and control capabilities.

13. The software must have automatic Spike preparation and calculation.

14. The software must be capable to allow alternative diluents – waters, acids, digests, etc.

15. The software must provide an automatic data output for CSV format.

Service/Support Specifications:

1. The system must have at least a one year warranty on parts and labor.

2. Vendor must provide installation and commissioning and, at least, three-day training courses either on-site or at the vendor's customer training facility by vendor's own qualified chemist staff.

3. Vendor must supply technical support from own employees and not contracted out labor to ensure minimum downtime.

4. To provide on-going support for method development and validation, vendor must employ a minimum of five qualified chemists in the US for Technical Support. Contractors are not acceptable.

5. Vendor must maintain a dedicated Technical Support email address, which is monitored at least once per hour during normal operating hours, for online help.

6. Vendor must maintain a dedicated Technical Support telephone line, answered by a qualified Technical Support specialist and permanently manned during normal operating hours. Answering machines are not acceptable.

7. Vendor must demonstrate that they maintain a database containing all sales, warranty, parts and technical support calls and emails to ensure prompt and accurate Technical Support.

8. Vendor must have own in house method development laboratory, operated by own chemists, to provide local application training, support for future methodology changes.

Consent Agenda
9.12.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-119 Approving the Purchase of a Bermad Control Valve with PSI Technologies for NMB Water (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- Exhibit A

RESOLUTION NO. R2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH PSI TECHNOLOGIES, INC. FOR THE SOLE SOURCE PURCHASE OF A BERMAD CONTROL VALVE IN AN AMOUNT NOT TO EXCEED $67,700.00, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-4.5 of the Code of Ordinances City of North Miami Beach, Florida 2008 ("Code") provides that purchases of the following material and services shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a. "Sole Source Purchase", which states "sole source supplies and services, such as unique, patented, or franchised supplies or services are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from one (1) source;" and

WHEREAS, A Notice to Sole Source (Ref: SS-2025-041), was published on the OpenGov E-Procurement portal outlining the City's intention to proceed with the sole-source procurement methodology for the purchase of Bermad Control Valves for consistent repair and maintenace During that period, the city did not receive and or could not substantiate the same products or services from alternate vendors; and

WHEREAS, The Bermad valves used throughout the Norwood Water Treatment Facility are integral to pressure control, surge protection, and system reliability. These valves require periodic inspection, repair, and preventative maintenance using proprietary parts and kits; and

WHEREAS, Section 3-3.14 of the City's Code of Ordinances provides that contracts in excess of fifty thousand dollars ($50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a sole-source purchase in an amount not to exceed $67,700 for the purchase of Bermad Control Valves; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve a sole source purchase in an amount not to exceed $67,700 for the purchase of Bermad Control Valves from PSI Technologies, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida, that:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The sole source purchase, in substantially the form attached as Exhibit "A", for the purchase of Bermad Control Valves in an amount not to exceed $67,700.00 with PSI Technologies, Inc., subject to budget appropriation and availability of funds, is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

27MAY25

CITY COMMISSION
STAFF REPORT

DEPARTMENT:
NMB Water

SUBJECT:
Motion to approve and authorize a sole source procurement from PSI Technologies for the inspection, repair, and preventative maintenance of BERMAD control valves located throughout the Norwood Water Treatment Facility and remote well sites. Total project cost shall not exceed **$67,700.00**, in accordance with Section 3-3.14 of the City's Code of Ordinances for Fiscal Year 2025.

BACKGROUND OF ITEM:
The Norwood Water Treatment Facility and wellfields utilize BERMAD hydraulic control valves to manage water pressure, surge protection, and operational stability across critical infrastructure. These valves, ranging in size from 8" to 24", are located at multiple sites including the Nano Raw Water Line, Operations Center, and wells 1F, 3F, 13, 17, and 21. These units are complex, pilot-operated valves with proprietary internal components that require precise rebuild kits and configuration.

Multiple valves have reached or exceeded their recommended service intervals and are showing early signs of wear, including reduced response time and seat leakage. PSI Technologies has submitted a full-scope proposal to perform preventive maintenance, provide all OEM Bermad actuator and pilot kits, and complete in-field rebuilds of the affected valve systems.

ANALYSIS:
PSI Technologies is the **exclusive authorized representative and service provider for BERMAD Water Control Valves** in the state of Florida (east of Tallahassee), as confirmed by a manufacturer's letter dated April 21, 2025. They are the only vendor with direct access to BERMAD factory-supplied components and are certified to perform warranty-compliant service work.

The control valve repair scope includes:

- Site-specific inspection of valve performance and configuration
- Replacement of internal pilots, actuators, and seals using OEM repair kits

- Installation of stainless steel fittings, tubing, and ball valves
- Field labor to disassemble, rebuild, and reassemble control valves in place
- Testing and restoration of operational service

Attempting to use an unauthorized third-party vendor would jeopardize warranty coverage, introduce the risk of part incompatibility, and compromise the long-term performance of these critical systems.

FISCAL IMPACT:
Total Not to Exceed: **$67,700.00**
Budget Line Item: **410904-533460**

ALTERNATIVES:
There are no viable alternatives. BERMAD valves are proprietary and serviceable only by the manufacturer's designated representative. Third-party repair would violate warranty conditions, delay scheduling, and potentially require rework due to incorrect configurations.

ATTACHMENTS:

- Proposal# CC051325A
- Sole Source Justification Memo
- Sole Source Letter Signed & Dated

EXHIBIT A

City of North Miami Beach

SS-2025-041

PURCHASE OF BERMAD CONTROL VALVE FROM PSI TECHNOLOGIES INC.

RELEASE DATE: July 9, 2025
RESPONSE DEADLINE: July 16, 2025, 3:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Sole Source Justification
2. Vendor Response
3. Attachments

Attachments:

A - Soole Source Packet

1. Sole Source Justification

1.1. Summary

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

1.2. Background

Reference #: SS-2025-041

Subject: Purchase of Bermad Control Valve from PSI Technologies Inc.

City of North Miami Beach intends to award a procurement as a Sole Source Procurement in accordance with its Policy 450.03, and State of Florida Statute 287.057 (3) (c). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the Authority. This is not a solicitation, and there is not a solicitation available.

A Sole Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City of North Miami Beach, even though other competitive sources may be available. A Sole Source Procurement is a non-competitive procurement method.

All are encouraged to notify the Purchasing Agent (Agent), stating their company/agency name, address, contact name, contact email, and a statement regarding their capability to provide the requested goods or services. All responses must be in writing, submitted electronically via the e-Procurement Platform ("Platform"), by 3:00 pm on Wednesday, July 16, 2025.

Procurement details are listed herein.

1.3. Timeline

Sole Source Advertisement Release Date	July 9, 2025
Sole Source Advertisement Close Date	July 16, 2025, 3:00pm

2. Vendor Response

1. Response from Vendor
   A. A statement regarding their capability to provide the requested goods or services.
   B. Distributors and re-sellers are highly encouraged to include a statement from the product manufacturer stating that they are authorized to sell the product.
   C. Any other relevant information.

Notice of Intent to Award a Sole Source Procurement

Subject: Purchase of Bermad Control Valve from PSI Technologies Inc.

Document Number: SS-2025-041

Date: 7/09/2025

Written Response Due: 7/16/2025

Time: 3:00 PM EDT

E-mail Address: bids@citynmb.com

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one source under the authority of the City of North Miami Beach City Code Section 3-4.8. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of North Miami Beach, Florida intends to negotiate a Sole Source procurement:

Request Department/Office: NMB Water Administration

Product and/or services to be purchased: Bermad Control Valve from PSI Technologies Inc.

Anticipated Cost: $67,700.00

Sole Source Justification: The Norwood Water Plant recommends the purchase of Bermad control valve repair and maintenance services from PSI Technologies, Inc. PSI Technologies, Inc is sole authorized distributor and service provider for Bermad products in Southeast region of Florida. The purchase of Bermad control valves will support the continued efficiency and continuity at the Norword Water Plant.

Actions to be Taken: Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Chief Procurement Officer not to compete this proposed action based on the responses to this notice is solely within the discretion of the Chief Procurement Officer.

All responses must be in writing and returned to ATTN: City of North Miami Beach, 17011 NE 19th Ave., Suite 315, North Miami Beach, FL 33162 by: e-mail to bids@citynmb.com. Note the number of the Sole Source Information inquiry on documentation.

City of North Miami Beach NMB

PROCUREMENT MANAGEMENT DEPARTMENT

SOLE SOURCE REQUEST FORM

TO: **Mario A. Diaz,** City Manager

FROM: H.R.Nijkamp
Department Head (Name & Signature)

VIA: Chief Procurement Officer

DATE: _____

RE: _____

Annual Expenditure not to Exceed: **$** _____ **Vendor #** _____

Section 3-4.5 Exemptions for Bidding, Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by **State law:** *a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.*

Sole Source Justification: 3-4.8 Sole Source Purchasing. Department heads may recommend purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and the results. The Purchasing Agent shall either confirm the lack of additional suppliers or inform the Department of potential suppliers.

	Approved	**Date**
Finance Director	_____	_____
Chief Procurement Officer (Up to $25,000)	_____	_____
Mario A. Diaz, *City Manager (Up to $50,000)*	_____	_____

Purchases exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review.

City of North Miami Beach

TO: **Mario A. Diaz**
City Manager

VIA: Chief Procurement Officer

FROM: _____ _____
Director Title/Department

Signature Date

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #**_____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

PSI Technologies Inc

3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: brian@psi-techinc.com

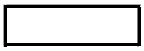
Quotation

Company:	City of N. Miami Beach	**Date:**	5/21/2025
Contact:	Jesse Emo	**Quote#:**	CC051325A
Street:	19150 NW 8th Ave.	**Quote Valid:**	90 days
CSZ:	Miami Gardens FL 33169	**Terms:**	Net 30
Phone:	704-923-2021	**Shipping:**	Prepaid
Email:	jesse.emo@citynmb.com	**Prepared By:**	CC

Quantity	Description	Unit Price	Total Price
	Control Valve Repair & Maintenance Plan		
1	Well 13	$12,725.00	$12,725.00
	Materals/MISC		
	10" Bermad Actuator, Bermad # HC Pilot Repair Kits, SST Fittings,		
	Tubing & Ball Valves, Labor to Rebuild Well 13		
1	Well 17	$10,000.00	$10,000.00
	12" 100-01 Hydtrol Main Valve Repair Kit		
	12" Bermad Main Valve Repair Kit, Bermad #2HCPilot Repair Kits,		
	SST Fittings, Tubing @ Ball Valves, Labor to Rebuild Well 17		
1	Waterplant Lagoon Valve	$19,975.00	$19,975.00
	8" 100-01 Mai Valve Repair Kit		
	8" Bermad Main Valve Repair Kit, Bermad # 3 Pilot Repair Kit,		
	16" Bermad Main Valve Repair Kit, Bermad #2+AC Pilot Repair Kis,		
	12" Bermand Main Valve Repair Kit, Bermad #2HC Pilot Repair Kits		
	10" Bermad Main Valve Repair Kit, Bermad#2HC Pilot Repair Kits,		
	SST Fittings, Tubing & Ball Valves, Labor to Rebuild 8',16",12" & 10"		
1	Operations Center	$15,000.00	$15,000.00
	16" 1001-01 Repair Kit		
	16'Bermad Main Valve Repair Kit, Bermad #3HC, 100-01 Hytrol		
	Main Valve Repair Kit, CRD/CP15 Repair Kit, CP16/CPL Repair Kit,		
	SST Fittings, Tubing & Ball Valves, Labor to rebuid 4" & 16" valve		
1	Well 21		

	12" Bermad Actuator, Bermad #2HC Pilots, SST Fittings, Tubing	$10,000.00	$ 10,000.00
	& Ball Vlave, Labor to rebuild Well 21		

TOTAL $ $ 67,700.00



WORLD-LEADING PIPE-JOINING AND WATER CONTROL SOLUTIONS

VICTAULIC BERMAD TECHNOLOGIES
10600 Telge Road, Suite 200
Houston, Texas 77095
800 821 6825
vbtech.com

Date: April 21, 2025

To: Eric Doverspike
PSI Technologies

Re: BERMAD distribution for Florida

To Whom it May Concern:
PSI Technologies is the exclusive representative for BERMAD Water Control Valves, Air Valves, and Mag Meters for all counties in Florida east of Tallahassee. They are responsible for sales, marketing, and aftermarket support of all products sold into the Water and Wastewater markets.

Charles Claussen
National Manager, Water Wastewater Division

Consent Agenda
9.13.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Juan Pinillos, Chief of Police
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-120 Approving a Contract for Citywide Security Guard Services with Universal Protection Service (Juan Pinillos, Chief of Police)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES FOR CITYWIDE SECURITY GUARD SERVICES; FOR AN ANNUAL BUDGETED AMOUNT NOT TO EXCEED $295,400 YEAR ONE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances ("Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, City of Orlando issued and awarded contract RFP24-0031 *Armed & Unarmed Security Guard Services* to Universal Protection Services, LLC dba Allied Universal Security Services ("Allied") for a sixty (60) month term effective June 1, 2024, through May 31, 2029, with five (5) additional twelve (12) renewal terms ("Piggyback Contract"); and

WHEREAS, in alignment with the City of North Miami Beach's ("City") Strategic Plan mission of providing excellent municipal services and being beautiful, safe and livable community in South Florida, the City requires a qualified contractor to provide security guard services at various City facilities ("Security Services"); and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a contract in an annual budgeted amount not to exceed $295,400 year one with 5% CPI each subsequent year for citywide security guard services with Allied Universal Security Services; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in an annual budgeted amount not to exceed $295,400 year one with 5% CPI each subsequent year for citywide security guard services with Allied Universal Security Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Contract with Universal Protection Services, LLC dba Allied Universal Security Services, in substantially the form attached as Exhibit "A", for an annual budgeted amount not to exceed $295,400 year one; with 5% CPI each subsequent fiscal years: 2027, 2028, 2029, for citywide security guard services, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025.**

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving a Contract with Universal protection Service, LLC dba Allied Universal Security Services for Citywide Security Guard Services

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Background

The City of North Miami Beach requires a comprehensive security program that emphasizes a proactive and preventative approach to security, while ensuring the safety and satisfaction of employees and visitors. Universal Protection Services dba Allied Universal Security Services has provided security guard services to various City locations since 2019 and has developed strong capability and familiarity with the City's requirements. To date, Allied Universal Security Services has successfully met the City's service delivery needs.

The City's current agreement with Allied Universal Security Services, procured through a State of Florida contract, will expire on September 30, 2025. To ensure continuity of services, the City intends to utilize the competitively solicited City of Orlando RFP24-0031, under which Allied Universal Security Services was awarded the contract. The new agreement establishes an initial five-year term, effective June 1, 2024, through May 31, 2029, with the option to renew for five (5) additional one-year terms.

Additional negotiation yielded a modification on annual agreement dates to October 1 through September 30 to coincide with fiscal year budget planning. Each year will include a CPI increase of 5%, keeping with the annual Miami-Dade County cost of living requirements.

Recommendation

The Chief of Police and Chief Procurement Officer recommend that the City Commission authorize the City Manager or designee to execute contract with Allied Universal Security Services in an annual budgeted amount not to exceed $295,400 year one with 5% CPI each subsequent year.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of $295,400 year one with 5% CPI each subsequent fiscal years: 2027, 2028, 2029 as approved in the adopted FY26 budget appropriation.

EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 4.6.23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____
_____
Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____

   a. Awarding Agency _____ **b.** Solicitation #_____

   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑

2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: $ _____
4. Account Number(s): FY _____ _____ FY _____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter ❑ Proposal/Quote ❑

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Mario A. Diaz**
City Manager

VIA: **Shereece George**
Chief Procurement Officer

FROM: _____
Name

_____
Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #**_____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

Bill To:
Ahsan Saleem | Contract Compliance Specialist
City of North Miami Beach
Procurement Management Division
T (305) 948-2946, ext:2949

SUBJECT: SECURITY SERVICES QUOTE FOR CITY OF NORTH MIAMI BEACH

Thank you for your interest in working with Allied Universal Security Services on the City of Orlando contract for armed and unarmed security guard services (RFP24-0031). Per your request, please see the following quote:

Description	Hours Per Week	Bill Rate	Estimated Weekly Total	Estimated Annual Total
Effective Dates: 10/1/2025 - 9/30/26 (Year Two)				
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) Attachment K: Pricing Line Item 3	56.0	$24.51	$1,372.56	$71,373.12
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) **Golf Cart**	0.0	$75.00	$0.00	$900.00
Armed Security Guard **Location: City Hall**, 17011 N.E 19th Ave. N. Miami Beach, FL33162 Attachment K: Pricing Line Item Number 11	45.0	$30.64	$1,378.80	$71,697.60
Armed Security Guard **Location: NMB Library**, 1601 NE 164th St. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	50.0	$30.64	$1,532.00	$79,664.00
Armed Security Guard **Location: NMB Code Compliance**, 17050 NE 19th Ave. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	45.0	$30.64	$1,378.80	$71,697.60
TOTAL	196.00		$5,662.16	$295,332.32
Effective Dates: 10/1/2026 - 9/30/2027 (Year Three)				
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) Attachment K: Pricing Line Item 3	56.0	$25.95	$1,453.20	$75,566.40
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) **Golf Cart**	0.0	$75.00	$0.00	$900.00
Armed Security Guard **Location: City Hall**, 17011 N.E 19th Ave. N. Miami Beach, FL33162 Attachment K: Pricing Line Item Number 11	45.0	$32.44	$1,459.80	$75,909.60

Armed Security Guard **Location: NMB Library**, 1601 NE 164th St. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	50.0	$32.44	$1,622.00	$84,344.00
Armed Security Guard **Location: NMB Code Compliance**, 17050 NE 19th Ave. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	45.0	$32.44	$1,459.80	$75,909.60
TOTAL	196.00		$5,994.80	$312,629.60

Effective Dates: 10/1/2027 - 9/30/2028 (Year Four)				
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) Attachment K: Pricing Line Item 3	56.0	$27.39	$1,533.84	$79,759.68
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) **Golf Cart**	0.0	$75.00	$0.00	$900.00
Armed Security Guard **Location: City Hall**, 17011 N.E 19th Ave. N. Miami Beach, FL33162 Attachment K: Pricing Line Item Number 11	45.0	$34.24	$1,540.80	$80,121.60
Armed Security Guard **Location: NMB Library**, 1601 NE 164th St. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	50.0	$34.24	$1,712.00	$89,024.00
Armed Security Guard **Location: NMB Code Compliance**, 17050 NE 19th Ave. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	45.0	$34.24	$1,540.80	$80,121.60
TOTAL	196.00		$6,327.44	$329,926.88
Effective Dates: 10/1/2028 - 9/30/2029 (Year Five)				
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) Attachment K: Pricing Line Item 3	56.0	$28.83	$1,614.48	$83,952.96
Unarmed Security Guard **Location: Snake Creek Canal Park,** 17011 N.E 19th Ave. N. Miami Beach, FL33162 (Mishcon Park) **Golf Cart**	0.0	$75.00	$0.00	$900.00
Armed Security Guard **Location: City Hall**, 17011 N.E 19th Ave. N. Miami Beach, FL33162 Attachment K: Pricing Line Item Number 11	45.0	$36.04	$1,621.80	$84,333.60
Armed Security Guard **Location: NMB Library**, 1601 NE 164th St. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	50.0	$36.04	$1,802.00	$93,704.00
Armed Security Guard **Location: NMB Code Compliance**, 17050 NE 19th Ave. N. Miami Beach, FL 33162 Attachment K: Pricing Line Item Number 11	45.0	$36.04	$1,621.80	$84,333.60
TOTAL	196.00		$6,660.08	$347,224.16

The quote provided above is based on the City of Orlando, Armed and Unarmed Security Guard Services RFP24-0031. This quote is valid for the "Effective Dates" shown above. The quote can be renewed annually.

NOTE: Please use FEIN 560515447 'Universal Protection Service LLC d/b/a Allied Universal Security Services' when creating your Purchase Order (PO).

Sincerely,

Shawn Ramey
Project Director | State of Florida-DMS | 727-433-5243, Shawn.Ramey@aus.com

ATTACHMENT "K" - PRICE PROPOSAL REVISED

This will be a firm, fixed price Contract and the Scope of Services to be completed by Contractor as defined in this Request for Proposal consists of specific hours. All expenses, such as, but not limited to travel, lodging, meals, and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the total price. The chargeable services shall be included in the proposed total price including all labor, and equipment customarily associated with delivery of the services contemplated by this RFP. All quanties are estimated annual quantities and are subject to change. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

			COST FOR "UNARMED" SECURITY GUARD, PARKING GARAGES	Year One		Year Two		Year Three		Year Four		Year Five	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	9,616	Hours	**Central Blvd. Garage** Seven days per week, twenty-four (24) hours per day (168 hours per week, 8,736 hours per year), plus extra coverage of 2 Security Guards on Friday/Saturday late nights and requested Holidays or Special events), approximately 4 hours each, from 11:30 p.m. to 3:30 a.m. (4 hours x 1 Security Guards x approximately 120 nights = 480 hours), and an extra Security Guard 4 hours for approximately 100 special events. (8,736 + 480 + 400 = 9616 estimated annual total hours). Security Guard also patrol the Washington Garage (24/7 which is connected to the Central Garage and Garland Lot (3:30am-7:30pm).	$ 23.97	$ 230,495.52	$ 25.47	$ 244,919.52	$ 26.97	$ 259,343.52	$ 28.47	$ 273,767.52	$ 29.97	$ 288,191.52
2	8,736	Hours	**Jefferson Street Garage** Seven days per week, twenty-four (24) hours per day (total of 168 hours per week).	$ 23.07	$ 201,539.52	$ 24.51	$ 214,119.36	$ 25.95	$ 226,699.20	$ 27.39	$ 239,279.04	$ 28.83	$ 251,858.88
3	2,912	Hours	**Garland Lot** Seven days per week from 7:30 p.m. to 3:30 a.m. (56 hours per week, with double coverage at certain times when requested)	$ 23.07	$ 67,179.84	$ 24.51	$ 71,373.12	$ 25.95	$ 75,566.40	$ 27.39	$ 79,759.68	$ 28.83	$ 83,952.96
4	9,616	Hours	**Library Garage** Seven days per week, twenty-four (24) hours per day (168 hours per week, 8,736 hours per year), plus extra coverage of 2 Security Guards on Friday/Saturday late nights and requested Holidays or Special events), approximately 4 hours each, from 11:30 p.m. to 3:30 a.m. (4 hours x 1 Security Guards x approximately 120 nights = 480 hours), and an extra Security Guard 4 hours for approximately 100 special events. (8,736 + 480 + 400 = 9616 estimated annual total hours).	$ 23.07	$ 221,841.12	$ 24.51	$ 235,688.16	$ 25.95	$ 249,535.20	$ 27.39	$ 263,382.24	$ 28.83	$ 277,229.28
5	8,736	Hours	**Amelia St. Garage** Seven days per week, 24 hours per day, (total of 168 hours per week). Must cover both garages. (7 x 24 x 52 = 8,736 estimated annual total hours).	$ 23.07	$ 201,539.52	$ 24.51	$ 214,119.36	$ 25.95	$ 226,699.20	$ 27.39	$ 239,279.04	$ 28.83	$ 251,858.88
6	10,096	Hours	**55W Garage** Seven days per week, twenty-four (24) hours per day (168 hours per week, 8,736 hours per year), plus extra coverage of 2 Security Guards on Friday/Saturday late nights and holidays (Halloween, Cinco de Mayo, St Patrick's Day, night before Thanksgiving, New Year's night), approximately 4 hours each, from 11:30 p.m. to 3:30 a.m. (4 hours x 2 Security Guards x approximately 120 nights = 960 hours), and an extra Security Guard 4 hours for approximately 100 special events. (8,736 + 960 + 400 = 10,096 estimated annual total hours).	$ 23.07	$ 232,914.72	$ 24.51	$ 247,452.96	$ 25.95	$ 261,991.20	$ 27.39	$ 276,529.44	$ 28.83	$ 291,067.68
7	8,736	Hours	**Administration Garage** Seven days per week, (24) hours per day	$ 23.07	$ 201,539.52	$ 24.51	$ 214,119.36	$ 25.95	$ 226,699.20	$ 27.39	$ 239,279.04	$ 28.83	$ 251,858.88
8	1,040	Hours	**Court House Garage** Five days per week 8:30 p.m. - 12:30 am	$ 23.07	$ 23,992.80	$ 24.51	$ 25,490.40	$ 25.95	$ 26,988.00	$ 27.39	$ 28,485.60	$ 28.83	$ 29,983.20
9	10	Hours	**Unarmed Security Guard Services for various other Parking Facilities as requested (Lots or Garages)**	$ 25.07	$ 250.70	$ 26.64	$ 266.40	$ 28.21	$ 282.10	$ 29.78	$ 297.80	$ 31.35	$ 313.50
10	8736	Hours	**Unarmed Security Guard Supervisor dedicated solely to Parking Facilities** Seven days per week, twenty-four (24) hours per day (total of 168 hours per week), (168 x 52 = 8,736 estimated annual total hours).	$ 23.07	$ 201,539.52	$ 24.51	$ 214,119.36	$ 25.95	$ 226,699.20	$ 27.39	$ 239,279.04	$ 28.83	$ 251,858.88
			Items 1-10 Sub-Total:		**$ 1,582,832.78**		**$ 1,681,668.00**		**$ 1,780,503.22**		**$ 1,879,338.44**		**$ 1,978,173.66**

			COST FOR "ARMED" SECURITY GUARD, PARKING GARAGES	Year One		Year Two		Year Three		Year Four		Year Five	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
11	600	Hours	Armed Security Guard Services for various Parking Garages, escort services for bank deposits and various other Facilities/lots as requested.	$ 28.84	$ 17,304.00	$ 30.64	$ 18,384.00	$ 32.44	$ 19,464.00	$ 34.24	$ 20,544.00	$ 36.04	$ 21,624.00
12	10	Hours	Supervisor, armed, for any Parking Facility as needed upon request.	$ 30.84	$ 308.40	$ 32.77	$ 327.70	$ 34.70	$ 347.00	$ 36.63	$ 366.30	$ 38.56	$ 385.60
			Items 11-12 Sub-Total:		**$ 17,612.40**		**$ 18,711.70**		**$ 19,811.00**		**$ 20,910.30**		**$ 22,009.60**

			COST FOR "UNARMED" SECURITY GUARD, PARKS AND RECREATION	Year One		Year Two		Year Three		Year Four		Year Five	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
13	2,190	Hours	**Parks Division** (Various restroom facilities as noted in Exhibit "4") Dept. estimates 6 hours per day, 365 days per year, subject to change. (6 x 365 = 2,190 estimated annual total hours).	$ 34.20	$ 74,898.00	$ 36.34	$ 79,584.60	$ 38.48	$ 84,271.20	$ 40.62	$ 88,957.80	$ 42.76	$ 93,644.40
14	3,103	Hours	**Lake Lorna Doone Park (Recreation Division)** Provide security guard with a security vehicle for roaming patrol in and around the Park perimeter. Dept. estimates 8.5 per day, 365 days per year, from 10:30 pm - 7:00 am, subject to change (8 x 365 = 3103 estimated annual total hours).	$ 34.20	$ 106,122.60	$ 36.34	$ 112,763.02	$ 38.48	$ 119,403.44	$ 40.62	$ 126,043.86	$ 42.76	$ 132,684.28
15	10	Hours	**Unarmed Security Guard Services for various other Parks and Recreation Facilities as requested**	$ 34.20	$ 342.00	$ 36.34	$ 363.40	$ 38.48	$ 384.80	$ 40.62	$ 406.20	$ 42.76	$ 427.60
16	10	Hours	**Supervisor, unarmed, for various Parks and Recreation Facilities as needed upon request.**	$ 39.90	$ 399.00	$ 42.39	$ 423.90	$ 44.88	$ 448.80	$ 47.38	$ 473.80	$ 49.87	$ 498.70
			Items 13-16 Sub-Total:		**$ 181,761.60**		**$ 193,134.92**		**$ 204,508.24**		**$ 215,881.66**		**$ 227,254.98**

			COST FOR "UNARMED" SECURITY GUARD, FLEET AND FACILITIES	Year One	Year Two	Year Three	Year Four	Year Five

ATTACHMENT "K" -
PRICE PROPOSAL
REVISED

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
17	5,616	Hours	**Facilities Management & Fleet Management Divisions** (Various Facilities as noted in exhibit "2") Monday through Thursday from 6:00 p.m. to 6:00 a.m. and from 6:00 p.m. Friday to 6:00 a.m. Monday (total of 108 hours per week), (108 x 52 = 5,616 estimated annual total hours).	$ 26.40	$ 148,262.40	$ 28.05	$ 157,528.80	$ 29.70	$ 166,795.20	$ 31.35	$ 176,061.60	$ 33.00	$ 185,328.00
18	10	Hours	**Unarmed Security Guard Services for various other Facilities as requested**	$ 29.70	$ 297.00	$ 31.56	$ 315.60	$ 33.42	$ 334.20	$ 35.28	$ 352.80	$ 37.14	$ 371.40
19	10	Hours	**Supervisor, unarmed, for various Facilities as needed upon request.**	$ 34.65	$ 346.50	$ 36.82	$ 368.20	$ 38.99	$ 389.90	$ 41.16	$ 411.60	$ 43.33	$ 433.30
			Items 17-19 Sub-Total:		**$ 148,905.90**		**$ 158,212.60**		**$ 167,519.30**		**$ 176,826.00**		**$ 186,132.70**
			COST FOR "UNARMED" SECURITY GUARD, 55 WEST CHURCH STREET	**Year One**		**Year Two**		**Year Three**		**Year Four**		**Year Five**	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20	80	Hours	**Trash Dumpster Area at 55 West Church Street**, Seven days per week, (12) hours per day, 5:00 pm to 5:00 am (total of 84 hours per week), (84 x 52 = 4,368 estimated annual total hours).	$ 30.40	$ 2,432.00	$ 32.30	$ 2,584.00	$ 34.20	$ 2,736.00	$ 36.10	$ 2,888.00	$ 38.00	$ 3,040.00
			Item 20 Sub-Total:		**$ 2,432.00**		**$ 2,584.00**		**$ 2,736.00**		**$ 2,888.00**		**$ 3,040.00**
			COST FOR "ARMED" AND "UNARMED SECURITY GUARD, ALL LOCATIONS AND DIVISIONS	**Year One**		**Year Two**		**Year Three**		**Year Four**		**Year Five**	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
21	10	Hours	**Extra Coverage (EC) Unarmed Security Guard Services - ad hoc request for various other facilities as needed** Note: The Unit Price of this line item is a "not-to-exceed" ceiling price (better pricing may be negotiated on a case by case bases)	$ 35.00	$ 350.00	$ 37.19	$ 371.90	$ 39.38	$ 393.80	$ 41.57	$ 415.70	$ 43.76	$ 437.60
22	10	Hours	**Extra Coverage (EC) Armed Security Guard Services - ad hoc request for various other facilities as needed**	$ 50.00	$ 500.00	$ 53.00	$ 530.00	$ 56.00	$ 560.00	$ 59.00	$ 590.00	$ 62.00	$ 620.00
23	10	Hours	**Extra Coverage (EC) Suervisor Security Guard Services - ad hoc request for various other facilities as needed**	$ 50.00	$ 500.00	$ 53.00	$ 530.00	$ 56.00	$ 560.00	$ 59.00	$ 590.00	$ 62.00	$ 620.00
			Item 21-23 Sub-Total:		**$ 1,350.00**		**$ 1,431.90**		**$ 1,513.80**		**$ 1,595.70**		**$ 1,677.60**
			TOTAL "ARMED" SECURITY GUARD SERVICES:		**$ 18,962.40**		**$ 20,143.60**		**$ 21,324.80**		**$ 22,506.00**		**$ 23,687.20**
			TOTAL "UNARMED" SECURITY GUARD SERVICES:		**$ 1,916,282.28**		**$ 2,035,971.42**		**$ 2,155,660.56**		**$ 2,275,349.80**		**$ 2,395,038.94**
			GRAND TOTAL FOR ARMED AND UNARMED SECURITY GUARD SERVICES:		**$ 1,935,244.68**		**$ 2,056,115.02**		**$ 2,176,985.36**		**$ 2,297,855.80**		**$ 2,418,726.14**

CONTRACT

THIS CONTRACT ("Contract"), effective as of the 30 day of April, 2024, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and, Universal Protection Services, LLC dba Allied Universal Security Services, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein or in the Request for Proposal, the Contractor shall perform the Work in accordance with Contractor's Proposal to the City, attached hereto as Exhibit "B" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (the RFP) and Exhibit "B" (Contractor's Proposal).
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract.
3. City's Request for Proposal (Exhibit "A"); and
4. Contractor's Proposal (Exhibit "B").

III. TERM OF CONTRACT

The period of this Contract shall be for sixty (60) months, beginning on June 1, 2024, and ending on May 31, 2029. This Contract may, by mutual written assent of the parties, be extended for five (5) additional twelve (12) month periods or portions thereof, up to accumulative total of one hundred twenty (120) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit

"B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent

or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or

representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at their discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

b. Subcontractors. Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be

required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

d. Additional Insureds. All insurance coverages furnished under a contract except

Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation:	Statutory
Employer's Liability:	$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle and shall cover operation on or off the site of all motor

vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and Property damage: $1,000,000 combined single limit each occurrence.

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). General Liability coverage shall include:

a.(assault and battery)
b.(sexual abuse or misconduct)
c.(false arrest)
d.(malicious prosecution)
e.(coverage to extend to firearms and weapons)
f. (defamation liable and slander)

The liability limits shall not be less than:

Bodily injury and Property damage: $2,000,000 combined single limit each occurrence.

(iv) Security Professional Liability.

If coverage for all of the exposures listed above is not provided by the commercial general liability policy, it must be included in a separate security professional liability policy. Liability limits shall not be less than:

Bodily injury and Property damage: $2,000,000 combined single limit each occurrence.

G. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within

the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement and shall be executed under the applicable conditions of the Agreement.

2. **Additional Work Discovered by Contractor**

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

M. Familiarity with the Work

The Contractor by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.

B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.

D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of

plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.

F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).

G. This Contract is considered a non-exclusive Contract between the parties.

H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.

J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.

M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.

N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

O. This Contract may be executed in one of more counterparts by the parties. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service) shall be deemed original signatures and binding upon the parties.

****

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

Brian Ferrer per delegation dated 4-24-2024
By: Procurement Supervisor
~~Chief Procurement Officer~~
~~David Billingsley, CPSM, C.P.M.~~
Name, Typed or Printed
Brian Ferrer, NIGP-CPP, CPPO
Date: May 1, 2024

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Date: April 30, 2024

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

****

Universal Protection Services, LLC dba Allied
Universal Security Services

By: _____
Signature

CORPORATE SEAL

Bob Wood, President - Florida Region
Name & Title, Typed or Printed
Universal Protection Service LLC
d/b/a Allied Universal Security Services
Name of Company, Corp., etc.
2301 Maitland Center Parkway
Suite 130, 140, 240
Mailing Address
Maitland FL 32751
City, State and Zip

STATE OF Florida }
COUNTY OF Orange }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 29 day of April, 2024 by Bob Wood (name of person) as President - Florida Region (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Universal Protection Services, LLC dba Allied Universal Protection Services (name of entity/party on behalf of whom instrument was executed).

NICOLETTE DAMOTA
MY COMMISSION # HH 398812
EXPIRES: August 30, 2025

Signature of Notary Public – State of Florida
Nicolette Damota
Print, Type, or Stamp Notary Name

(Affix Notary Stamp or Seal Above)

✓ Personally Known or ___ Produced Identification

Type of Identification Produced _____

Consent Agenda
9.14.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Juan Pinillos, Chief of Police
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-121 Authorizing and Approving the Award of Invitation to Bid No. ITB-2025-035 for School Crossing Guard Services (Juan Pinillos, Chief of Police)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- Exhibit A

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE AWARD OF INVITATION TO BID NO. ITB-2025-035 – SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the City issued an Invitation to Bid No. ITB-2025-035 ("ITB") for "*School Crossing Guard Services",* pursuant to the ITB, the selected contractor is required to provide fully trained, qualified, and properly equipped school crossing guards at designated locations, including Natural Bridge Elementary, Fulford Elementary, Greynolds Park Elementary, Sabal Palm Elementary and Oak Grove Elementary schools , in compliance with all applicable safety regulations, training standards, and City requirements for a term of three (3) years, with two (2) one-year renewals; and

WHEREAS, the solicitation was posted on the City's website and OpenGov, with electronic notification sent to over 33,000 suppliers. The City received eight (8) bids from Tigers Level Up LLC, The Kemp Group LLC, Sunshine Enterprise USA LLC, Lone Star Transport Management, Inc., International Security Guard Services, All City Management Services, Inc., The Butler Group of South Florida LLC, and Berry & Associate dba Berry Cleaning Solutions.; and

WHEREAS, the NMB Police and Procurement Management Departments reviewed the bids and conducted a responsibility review meeting, and determined that The Kemp Group LLC *("The Kemp Group")* submitted the lowest responsive and responsible bid and recommend award of the ITB to Kemp Group in an annual not to exceed amount of $227,680; and

WHEREAS, Section 3-3.14 of the City's Code of Ordinances provides that contracts in excess of fifty thousand dollars ($50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to award the ITB and execute a contract with The Kemp Group in an annual amount not to exceed $227,680; and

WHEREAS the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager to award the ITB-2025-035 School Crossing Guard Services and execute a contract with The Kemp Group in an annual not to exceed amount of $227,680 to provide School Crossing Guard Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Mayor and City Commission accept the recommendation of the City Manager and City staff and award ITB-24-035 School Crossing Guard Services to The Kemp Group, LLC. and authorize the City Manager to execute a contract with The Kemp Group, LLC in an annual not to exceed amount of $227,680, including annual CPI increases at the time of contract renewal not to exceed three percent (3%), subject to budget appropriation and availability of funds.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving Award of ITB-2025-035- School Crossing Guard Services

Background

The City of North Miami Beach issued Invitation to Bid (ITB) No. 2025-035 - School Crossing Guard Services to secure a qualified and experienced contractor to provide crossing guard services in anticipation of the 2025 - 2026 school year. There are five elementary schools within the City boundaries (Natural Bridge Elementary, Fulford Elementary, Greynolds Park Elementary, Sabal Palm Elementary and Oak Grove Elementary schools). These services are essential to ensure the safety of students and families, consistent with the City's mission to provide high-quality municipal services in a financially responsible manner. The City has requested a per hour rate for 13 school crossing guards, to result in a contract for 3 years, and 2 one-year renewals to include a 3% CPI for each renewal year.

The solicitation was advertised on the City's website and the OpenGov platform, with electronic notification distributed to more than 33,000 suppliers. On May 29, 2025, the City received eight (8) bids from the following vendors: Tigers Level Up LLC, The Kemp Group LLC, Sunshine Enterprise USA LLC, Lone Star Transport Management, Inc., International Security Guard Services, All City Management Services, Inc., The Butler Group of South Florida LLC, and Berry & Associate dba Berry Cleaning Solutions.

Firms were evaluated based on the solicitation criteria, some of which included; valid FDOT School Crossing Guard Certifications, three (3) years' experience in school crossing guard services and references from customers to whom the bidder provided school crossing guard services. This criterion was scrutinized to determine experience and credibility of the bidders. As a result of the evaluation, five of the eight firms failed to meet the minimum qualifications. The remaining three firms were successful in meeting the minimum qualifications and were further evaluated based on the proposed per hour rate. The Kemp Group LLC was deemed the lowest, responsive and responsible bidder. A responsibility review meeting was conducted in addition to receiving concurrence from the North Miami Beach Police Department (NMBPD). The term of the contract shall be for an initial period of three (3) years, with the option to renew for two (2) additional one-year terms, subject to satisfactory performance and City Commission approval.

Recommendation

The Chief of Police and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to issue a purchase order for School Crossing Guard Services to The Kemp Group in an annual estimated budgeted amount of $227,680, with an optional annual price adjustment of up to three percent (3%) at the time of contract renewal.

Fiscal Impact

Requesting a Purchase Order for an not to exceed amount of $227,680, as approved in the adopted FY25 budget appropriation.

EXHIBIT A

ITB School Crossing Guard Services (ITB-2025-035)																						
Evaluation Assestment	**Meets all minimum qualifications. Highest annual cost.**		**Does not meet minimum qualifications to carry out scope of work - No FDOT certs**		**Does not meet minimum qualifications to carry out scope of work - No FDOT certs**		**No verifiable 3 year experience in scope of work. No references**		**Does not meet minimum qualifications to carry out scope of work - No FDOT certs**		**Meets all minimum qualifications. Second lowest annual cost**		**Meets all minimum qualifications. Lowest annual cost**		**Does not meet minimum qualifications to carry out scope of work - No FDOT certs**	
Evaluation Criteria	**All City Management Services, Inc.**		**Berry & Associates DBA Berry Cleaning Solutions**		**International Sercurity Guard Services**		**Lone Star Transport Management, Inc**		**Sunshine Enterprise USA LLC**		**The Butler Group of South Florida, LLC**		**The Kemp Group LLC**		**Tiger Level Up LLC**	
Owner/CEO	David Mecusker (Marketing & Contracts Manager) Email: David@thecrossingguardcompany.com Phone: (310)202-8284 x.107		Connally Berry (Owner) Email:Accounting@cbaa1.com Phone: (754)266-3548		Fenel Luxama (President/CEO) Email: Internationalisgs@gmail.com / Deguzmangilisgs@gmail.com Phone: (786)205-8387		Chris Jackson (COO) Email: Lonestarlogistics@aol.com Phone: (786)520-7622		Rania Hanna (President) Email: Raniah@seu-usa.com Phone: (407)636-2982		Buffy Butler (Managing Member) Email: Bbutler@nextaff.com Phone: (954)733-0777		Joseph Faluade (Project Manager) Email: Kempgroupintl@aol.com Phone: (954)437-7294		Derrick Allen (CEO) Email: pro-services@tigerslevelup.com Phone: (601)748-2688	
Registered Business Address	10440 Pioneer Blvd. Suite 5 Santa Fe Springs, CA 90670		5379 Lyons RD 1556 Coconut Creek, FL 33073		540 NW 165 Street Suite 211 Miami, FL 33169		13727 SW 152nd Street #681 Miami, FL 33177		500 Winderley Place Suite 218 Maitland, FL 32751		4790 West Commercial Boulevard Tamarac, FL 33319		2111 SW 60 WAY MIRAMAR, FL 33023		624 26th Avenue NW Birmingham, AL 35215	
3.4 (a) Sunbiz	Active		Active		Active		Active		Active		Active		Active		*Not local*	
3.4(b) Local Tax Receipt	Provided	Current	Provided	Current	Provided	Current	Provided	Current	Provided	Current	Provided	Current	Provided	Current	*Not Provided*	
3.4(d) FDOT Certifications	Provided	4	*Not Provided*		*Not Provided*		Provided	4	Not Provided		Provided	2	Provided	4	*Not Provided*	
3.4(e) Prior Experience (Minimum 3 years)	Yes	3+	*No verifiable proof of 3 yr School Crossing Guard services (per references)*		*No verifiable proof of 3 yr School Crossing Guard (per references)*		*No*	*2 Years*	Yes	3+	Yes	3+	Yes	3+	*No verifiable proof of 3 yr School Crossing Guard (per references)*	
3.4(g) Client References (3)	Provided	Satisfactory	*Provided*	*Unsatisfactory*	*Provided*	*Unsatisfactory*	*Provided*	*Unsatisfactory*	*Provided*	*Unsatisfactory*	Provided	Satisfactory	Provided	Satisfactory	*Provided*	*Unsatisfactory*
Reference 1	Palm Beach County(11 yrs)		Able Business Services (2 yrs)		*Unable to confirm work performed*		Somerset Parkland Academy (2 yrs)		Orange Technical College (5 yrs)		City of Pompano Beach (7 yrs)		Broward County (6 yrs)		*Unable to confirm work performed*	
Reference 2	Charter Schools USA (8 yrs)		*Non Responsive*		*Unable to confirm work performed*		*Unable to confirm work performed*		Orange County Division		City of Cooper City (3 yrs)		City of Pembroke Pines (15 yrs)		*Non Responsive*	
Reference 3	City of Ocoee (7 yrs)		*Non Responsive*		*Non Responsive*		*Unable to confirm work performed*		*Non Responsive*		Town of Jupiter (15 yrs)		City of West Park (6 yrs)		*Non Responsive*	
Section 5: Price Proposal Form	Provided		Provided		Provided		Provided		Provided		Provided		Provided		Provided	
Section 6: Signed Submittals	Provided		Provided		Provided		Provided		Provided		Provided		Provided		Provided	

PRICE PROPOSAL	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**	**Per Hour Rate**	**Total**
School Crossing Guard (3 Hours Daily)	$ 36.22	$ 108.66	$ 17.94	$ 53.82	$ 22.00	$ 66.00	$ 19.50	$ 58.50	$ 27.83	$ 83.49	$ 28.65	$ 85.95	$ 28.46	$ 85.38	$ 25.00	$ 75.00
Total Number of Guards Per Day (Posts)	12	$ 1,303.92	12	$ 645.84	12	$ 792.00	12	$ 702.00	12	$ 1,001.88	12	$ 1,031.40	12	$ 1,024.56	12	$ 900.00
Supervisior/Alternate (4 Hours Daily)		$ -	$ 17.94	$ 71.76	$ 22.25	$ 89.00	$ 19.50	$ 78.00	$ 31.90	$ 127.60	$ 28.65	$ 114.60	$ 28.46	$ 113.84	$ 35.00	$ 140.00
Total Number of Supervisor Per Day	1	$ -	1	$ 71.76	1	$ 89.00	1	$ 78.00	1	$ 127.60	1	$ 114.60	1	$ 113.84	1	$ 140.00
TOTAL COST PER DAY		$ 1,303.92		$ 717.60		$ 881.00		$ 780.00		$ 1,129.48		$ 1,146.00		$ 1,138.40		$ 1,040.00
AVERAGE COST PER MONTH (20 Days)	20	$ 26,078.40	20	$ 14,352.00	20	$ 17,620.00	20	$ 15,600.00	20	$ 22,589.60	20	$ 22,920.00	20	$ 22,768.00	20	$ 20,800.00
AVERAGE ANNUAL COST (10 Months)	10	$ 260,784.00	10	$ 143,520.00	10	$ 176,200.00	10	$ 156,000.00	10	$ 225,896.00	10	$ 229,200.00	10	$ 227,680.00	10	$ 208,000.00
YEAR 1		$ 289,760.00		$ 143,520.00		$ 176,200.00		$ 156,000.00		$ 225,896.00		$ 229,200.00		$ 227,680.00		$ 208,000.00
YEAR 2		$ 289,760.00		$ 143,520.00		$ 176,200.00		$ 156,000.00		$ 225,896.00		$ 229,200.00		$ 227,680.00		$ 208,000.00
YEAR 3		$ 289,760.00		$ 143,520.00		$ 176,200.00		$ 156,000.00		$ 225,896.00		$ 229,200.00		$ 227,680.00		$ 208,000.00
YEAR 4	$ 8,692.80	$ 298,452.80	$ 4,305.60	$ 147,825.60	$ 5,286.00	$ 181,486.00	$ 4,680.00	$ 160,680.00	$ 6,776.88	$ 232,672.88	$ 6,876.00	$ 236,076.00	$ 6,830.40	$ 234,510.40	$ 6,240.00	$ 214,240.00
YEAR 5	$ 8,953.58	$ 307,406.38	$ 4,434.77	$ 152,260.37	$ 5,444.58	$ 186,930.58	$ 4,820.40	$ 165,500.40	$ 6,980.19	$ 239,653.07	$ 7,082.28	$ 243,158.28	$ 7,035.31	$ 241,545.71	$ 6,427.20	$ 220,667.20

City of North Miami Beach
Procurement
-, -
17011 N.E. 19th Avenue, North Miami Beach, FL 33162

EVALUATION TABULATION

ITB No. ITB-2025-035

School Crossing Guard Services

RESPONSE DEADLINE: June 30, 2025 at 3:00 pm
Report Generated: Monday, June 30, 2025

SELECTED VENDOR TOTALS

Vendor	Total
All City Management Services, Inc.	$0.00
Berry & Associates DBA Berry Cleaning Solutions	$0.00
International Security Guard Services	$0.00
Lone Star Transport Management, Inc	$0.00
Sunshine Enterprise USA LLC	$0.00
The Butler Group of South Florida, LLC	$0.00
The Kemp Group LLC	$0.00
Tigers Level Up LLC	$0.00

TABLE 1 (Table 1 of 3)

Selected	Line Item	Description	Quantity	Unit of Measure	All City Management Services, Inc.				Berry & Associates DBA Berry Cleaning Solutions				International Security Guard Services			
					Hourly Rate	Total	Estimated Hours	Total Days Per Year	Hourly Rate	Total	Estimated Hours	Total Days Per Year	Hourly Rate	Total	Estimated Hours	Total Days Per Year
	1	SCHOOL CROSSING GUARDS	12	Per Hour	$36.22	$434.64	3	180	$17.94	$215.28	3	180	$22.00	$264.00	3	180
	2	SUPERVISIOR/ALTERNATE	1	Per Hour	$0.00	$0.00	4	180	$17.94	$17.94	4	180	$22.25	$22.25	4	180
Total						$0.00				$0.00				$0.00		

TABLE 1 (Table 2 of 3)

Selected	Line Item	Description	Quantity	Unit of Measure	Lone Star Transport Management, Inc				Sunshine Enterprise USA LLC				The Butler Group of South Florida, LLC			
					Hourly Rate	Total	Estimated Hours	Total Days Per Year	Hourly Rate	Total	Estimated Hours	Total Days Per Year	Hourly Rate	Total	Estimated Hours	Total Days Per Year
	1	SCHOOL CROSSING GUARDS	12	Per Hour	$19.50	$234.00	3	180	$27.83	$333.96	3	180	$28.65	$343.80	3	180
	2	SUPERVISIOR/ALTERNATE	1	Per Hour	$19.50	$19.50	4	180	$31.90	$31.90	4	180	$28.65	$28.65	4	180
Total						$0.00				$0.00				$0.00		

TABLE 1 (Table 3 of 3)

Selected	Line Item	Description	Quantity	Unit of Measure	The Kemp Group LLC				Tigers Level Up LLC			
					Hourly Rate	Total	Estimated Hours	Total Days Per Year	Hourly Rate	Total	Estimated Hours	Total Days Per Year
	1	SCHOOL CROSSING GUARDS	12	Per Hour	$28.46	$341.52	3	180	$25.00	$300.00	3	180
	2	SUPERVISIOR/ALTERNATE	1	Per Hour	$28.46	$28.46	4	180	$35.00	$35.00	4	180

					The Kemp Group LLC				Tigers Level Up LLC			
Selected	Line Item	Description	Quantity	Unit of Measure	Hourly Rate	Total	Estimated Hours	Total Days Per Year	Hourly Rate	Total	Estimated Hours	Total Days Per Year
Total						$0.00				$0.00		

Solicitation No. ITB-2025-035

SCHOOL CROSSING GUARD SERVICES

City of North Miami Beach

SECTION 1.0 INTRODUCTION

Bid ITB-2025-035

School Crossing Guard Services

Release Project Date:	May 29, 2025
Pre-Bid Meeting (Non-Mandatory):	June 12, 2025, 10:00am ZOOM: https://citynmb.zoom.us/j/83535897499
Question Submission Deadline:	June 20, 2025, 3:00pm
Response Submission Deadline:	June 30, 2025, 3:00pm

Bid Contact Alicia Hamm

Purchasing Specialist

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 3 years

Pre-Bid Conference

Thursday, June 12, 2025 10:00 am
Attendance is Non-Mandatory
Location: A meeting will be held on ZOOM: https://citynmb.zoom.us/j/83535897499

Bid Comments

The City of North Miami Beach, Florida ("City") is seeking bids to provide School Crossing Guard Services. It will be the sole responsibility of the bidder to ensure that bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA https://procurement.opengov.com/portal/citynmb.

SITE VISIT: There will NOT be an official scheduled site visit. However, bidders may visit the site locations at any time. It will be the sole responsibility of the bidder to be familiar with the scope of the project prior to submitting a Bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

The City of North Miami Beach reserves the right to waive any informality in any or all bids and to reject any or all bids. For information concerning technical specifications, please utilize the question/answer feature provided by OpenGov at https://procurement.opengov.com/portal/citynmb/projects/159437 . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum.

SECTION 2.0 GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

Advertisement for Bids: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Bidder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Key Team Member: Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.
Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Manager: The duly authorized representative designated to manage the Project.

Bid: The written offer of a Bidder to perform the work or service.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Bidder: Any individual, firm, partnership, or corporation submitting a Bid in accordance with the Instructions to Bidders.

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub consultant: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

2.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.citynmb.com.

2.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Department, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at bids@citynmb.com.

2.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.

C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

2.5 SUBMISSION OF BIDS

Bids and Addenda thereto shall be submitted electronically via the City's eProcurement Portal via https://procurement.opengov.com/portal/citynmb by 3:00 pm on Monday, June 30, 2025.

2.6 ADDENDA

The Procurement Management Department may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via https://procurement.opengov.com/portal/citynmb. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

2.7 REJECTION OF BID

The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

2.8 WITHDRAWAL OF BID

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.

B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

2.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

2.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

2.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on https://procurement.opengov.com/portal/citynmb**.

2.12 INVOICING/PAYMENT

All invoices should be sent to:

Finance Department,
17011 NE 19 Avenue, 3rd Floor,
North Miami Beach, Florida 33162.

In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

2.13 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

2.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.
Procurement Management Department 17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Email: bids@citynmb.com

and,

To the City Attorney
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939

To the Bidder

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

2.15 EMPLOYEES

All employees of the Bidder shall be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of the City of North Miami Beach. The Bidder shall supply competent and physically capable employees and the City is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

2.16 PROTESTS

A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the " Bidder ") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.

1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this

section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as email), following the release of the City Manager's written recommendation to the City Commission.

B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out of-pocket expenses.

C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.

D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.

G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.

H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

J. At the time, the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.

K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

2.17 AGREEMENT

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Bidder.

2.18 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.

- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

2.19 SUBCONTRACTING

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Bidder shall furnish in writing to the City the names of the Subcontractors. The Bidder shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

2.20 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

2.21 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

2.22 COLLUSION

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

2.23 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

2.24 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the

Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, EMAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

2.25 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

2.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages in an amount not less than $1,000,000 per occurrence. In addition to $1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than $1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

2.27 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

2.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

2.29 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the bid form by the Bidder.

2.30 CLAIMS

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

2.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

2.32 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals 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.

2.34 DRUG-FREEWORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

2.35 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

2.36 ACCESS TO RECORDS

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, EMAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

2.37 BEST INTEREST OF NORTH MIAMI

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

2.38 INSURANCE REQUIREMENTS

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Bidder shall furnish to the Procurement Management Department, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Bidder hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Bidder to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Bidder fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

2.39 CITY WEBSITE

The City utilizes the following procedures for notification of bid opportunities: https://procurement.opengov.com/portal/citynmb and on the City Website: https://procurement.opengov.com/portal/citynmb.These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

2.40 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

2.41 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the materials submitted with the bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

2.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with

input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

2.43 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Bidder warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Bidder.

All Services undertaken by the Bidder before City's approval of this Contract shall be at the Bidder's risk and expense.

2.44 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Bidder may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

2.45 MANNER OF PERFORMANCE

A. The Bidder shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Bidder in all aspects of the Services. At the request of the City, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.

B. The Bidder agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.

C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Bidder shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Bidder shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

2.46 INDEPENDENT CONTRACTOR RELATIONSHIP

The Bidder is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Bidder's 's sole direction, supervision and control. The Bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bidder s relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Bidder does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the Agreement.

2.47 AUTHORITY OF THE CITY'S CONTRACT MANAGER

A. The Bidder hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Bidder s performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

2.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense

defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

2.49 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

2.50 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

2.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

2.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

2.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its

sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date").
2. Take such action as may be necessary for the protection and preservation of the City's materials and property.
3. Cancel orders.
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

2.54 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis.
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
5. The Contractor has failed to obtain the approval of the City where required by the Agreement.
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has

not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

2.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues.

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

2.56 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

2.57 PROPRIETARY RIGHTS

A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Bidder’s performance hereunder.

2.58 ELECTRONIC BIDDING

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.opengov.com. Notices of Invitations to Bids (ITB) are sent by email to the selection of bidders who have fully registered with the City's eProcurement Portal at https://procurement.opengov.com/portal/citynmb, and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with OpenGov in order to view the bid documents. There is no fee for doing so. If you wish that bid notifications be provided to another email address, please update your vendor profile.

2.59 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid 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 apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 “Debarment and Suspension”.

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

2.60 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the City, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

2.61 CONFLICT OF INTEREST

The Bidder represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

   1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

   2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder’s knowledge, any subcontractor or supplier to the Bidder.

C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder’s faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the City's Attorney. Bidder shall thereafter cooperate with the City Attorney’s review

and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

2.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the City, except as may be required by law.

2.63 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

2.64 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

2.65 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

2.66 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

2.67 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's Bidder lists, and prohibition from engaging in any business with the City.

2.68 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 the Vendor any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

2.69 E-VERIFY

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

2.70 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

2.71 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

2.72 ANNEXATION

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

2.73 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

2.74 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2.75 LIVING WAGES

If the total contract value exceeds $50,000, unless specifically excluded by the provisions of Section 5-3 (Living Wage Requirements) of the City of North Miami Beach Code as amended by Ordinance, federal or state law, will apply. A copy of

this Code Section may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3 A copy of the living wages to be paid by the contractor may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3.2 or by contacting the City of North Miami Beach Human Resource Department.

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

2.76 LOCAL VENDOR PREFERENCE

Except where federal or state law mandates to the contrary, this preference shall apply to submittals received from Bidders that qualify, a preference of either ten (10) percent of the total evaluation points to be awarded, or within ten (10) percent of the total contract price, shall be given to a local business.

To satisfy this requirement, the business must submit Local Vendor Affidavit Form shall affirm in writing that it meets the following requirements:

A. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

B. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to day basis, that is a substantial component of the goods or services being offered to the City AND;

C. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances. If the prime Bidder utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder must also submit Disclosure of Subcontractors Form with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The Bidder seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

SECTION 3.0 SPECIAL CONDITIONS

3.1 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that Bidder is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

3.2 PERFORMANCE OF SERVICES

Bidder agrees to perform services in a professional and workman like manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the solicitation or meeting the approval of the City may be rejected.

3.3 METHOD OF AWARD

Award of this solicitation shall be made to the bidder with the lowest priced responsive, responsible bid who meets the minimum qualifications as outlined in the SECTION 3.0 SPECIAL CONDITIONS of this solicitation and submits an offer for all items listed in the SECTION 5.0 BID SCHEDULE. If a Bidder fails to submit an offer for all line items, the offer will be rejected.

A. **Pre-Bidding Procedure**
All Bidders shall review all components of the solicitation inclusive of all attachments, exhibits, forms, diagrams, addenda, etc.

1. Bidders shall be responsible for attending the site visit and becoming familiar with all existing conditions affecting the work prior to bidding.
2. Bidders shall seek clarification prior to bidding of any questions concerning conditions, drawings, details and specifications that will affect submission of a complete and accurate bid.

Note: To be fully responsive, successful Bidder(s) shall complete ALL Bid Forms, Exhibits, and other Supplemental documentation as outlined and/or included within this solicitation packet.

3.4 QUALIFICATIONS OF AWARDED BIDDER INCLUDING EXPERIENCE

Bidders must meet the following qualifications to be considered for an award. Failure to meet the following qualifications shall deem the Bid non-responsive and non-responsible.

A. Bidder(s) shall be appropriately licensed and registered with the State of Florida (Sunbiz); and

B. Bidder(s) shall submit a valid Local Business Tax Receipt from Miami-Dade, Broward, or Palm Beach counties; and

C. Bidder(s) shall provide all applicable licenses for school crossing guard services as required by the County and State; and

D. Bidder shall have at least three (3) valid FDOT Certified School Crossing Guard Trainers. Certification copies must be attached to bid submittal; and

E. Provide a minimum of three (3) years' experience in school crossing guard services; and

F. Have no pending criminal or administrative charges against the firm, principal owners, partners, corporate officers, or management employees; and

G. Bidder(s) shall provide three (3) references. These references must be from customers for whom the bidder has successfully provided a service similar in size and scope of being requested. References shall be from a governmental agency, public, non-profit or for-profit entity.

3.5 SUBCONTRACTORS

Subcontractors may not be utilized for this contract.

3.6 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

This contract shall commence upon the effective date of the duly executed agreement and shall remain in effect for an initial three (3) years term. The City may renew the agreement for two (2) additional one (1) year term.

Upon the end of the initial and renewal terms, the City may effectuate an extension for 180 calendar days from the last executed term end date. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.7 PRICING

Bidder shall provide an all-inclusive price to include labor, materials, equipment, supplies, permits and any other necessary components to complete the work in accordance to the SECTION 4.0 SCOPE OF SERVICES section of this solicitation. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager. Pricing provided shall remain fixed and firm during the Initial term of the contract.

3.8 PRICE ADJUSTMENT

Price may be adjusted at the time of contract renewal. It is the Awarded Bidder responsibility to request any price adjustment under this provision. Any increase or decrease in price shall be based on Consumer's Price Index for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S Dept of Labor, and shall not exceed three percent (3%).

3.9 METHOD OF PAYMENT

The Awarded Bidder shall invoice the City once a month. The Awarded Bidder shall provide fully documented invoices to include the services provided in accordance with the awarded Solicitation. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed work assignment. The percentage or component of completed work which corresponds to the acceptable payment schedule shall be as follows:

A. CONTRACTOR INFORMATION:

   1. The name of the business organization as specified on the Contract between City and Contractor
   2. Date of invoice
   3. Invoice number

B. CITY INFORMATION

   1. City Purchase Order Number

C. PRICING INFORMATION

   1. Unit price of the goods/services as contracted
   2. Extended total price of goods/services as contracted

3. Applicable discounts

D. GOODS / SERVICES PROVIDED PER CONTRACT

1. Description

2. Quantity

E. DELIVERY INFORMATION

1. Delivery terms set forth within the City Purchase Order

2. Location and date of delivery of good/services

Failure to submit invoices in the prescribed manner will delay payment.

3.10 REQUESTS FOR INFORMATION

For information concerning specifications please utilize the question / answer feature provided by OpenGov within the project https://procurement.opengov.com/portal/citynmb/projects/159437. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by addendum. (See any addenda to the project here https://procurement.opengov.com/portal/citynmb/projects/159437). Please note: No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted to the project shall become part of contract that is created from this ITB.

3.11 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from ITB specifications, no matter how slight, including substitutions of products or methods, must be noted, and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during the project must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Department in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid conference or site visit, to allow sufficient time to resolve all discrepancies.

3.12 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that The Awarded Bidder is an independent contractor and not an agent of City. The Awarded Bidder shall not pledge or attempt to pledge the credit of the City or in any other way attempt to bind the City.

3.13 PROTECTION OF PROPERTY

The Awarded Bidder shall take extra precautions to protect all property while conducting services. Any damage done by the Awarded Bidder shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

3.14 BIDDER'S REPRESENTATIONS

The Awarded Bidder must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

The Awarded Bidder must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Bidder.

3.15 PERSONNEL

The Awarded Bidder shall provide sufficient, competent, and physically capable personnel to perform all work in accordance with the conditions and specifications of the Contract. The Awarded Bidder must ensure adequate staffing levels for productivity and efficiency. The Awarded Bidder shall provide phone numbers for at least two contact persons (one primary, one alternate) in a supervisory capacity able to provide information regarding work order status and perform other supervisory tasks. One of these contact persons must be available between the hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday.

3.16 REQUIRED LICENSES / CERTIFICATIONS

The Awarded Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid Submission. The Bidder must have proper licensing and be able to provide evidence of the same, if requested at the time of the award.

3.17 PROTECTION OF PROPERTY AND REPAIR OF DAMAGE

All portions of landscape, structures, facilities, services, utilities, road, and irrigation systems shall be protected against damage or interruption of service at all times by the Awarded Bidder, during the term of the Contract. Any damage to the property as a result of the performance of work by the Awarded Bidder during the term of the contract shall be repaired or replaced in kind, and in a manner approved by the Project Manager. All work of this kind shall be performed by the Awarded Bidder at no cost to the City. Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed.

Repairs to landscape, structures, or facilities, including irrigation systems, which are damaged or altered by acts of God, vandalism, vehicular damage, theft, or undetermined causes, that do not result from the performance of work by Awarded Bidder, shall be repaired by the City at no cost to Awarded Bidder, except where the specifications provide otherwise. The Awarded Bidder shall notify the City Project Manager within twenty-four (24) hours, after discovery of any damage caused by accident, vandalism, theft, acts of God, or undetermined causes.

3.18 FAILURE TO PERFORM

The Awarded Bidder shall be liable for failure to meet all contractual requirements as listed in the solicitation. The Awarded Bidder shall be notified in writing of the deficiencies and given reasonable time cure. In the event the deficiencies are not corrected before the start of the next scheduled service date, the entire site’s payment will be deducted from that cycle’s invoice.

3.19 ADDITIONAL FACTORS

The Awarded Bidder shall not work or perform any operations during inclement weather. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the Awarded Bidder(s) may submit a written request for additional time to complete scheduled work. Awarded Bidder(s) shall recognize that during the term of the contract, other activities and operations may be conducted by the City work forces and other Awarded Bidder(s), which may alter the assigned schedule.

SECTION 4.0 SCOPE OF SERVICES

4.1 Scope of Work for School Crossing Guard Services

1. PURPOSE

- The City of North Miami Beach, Florida, hereby solicits proposals for the provision of professional school crossing guard services. The intention of this solicitation is to ensure the safety and security of children as they navigate busy roadways to and from local schools. The selected vendor will be responsible for managing and providing qualified personnel to fulfill these duties effectively.
- This scope of work outlines the expectations and guidelines necessary for successful school crossing guard services within the City of North Miami Beach. Proposers must comply with all specifications and provide comprehensive plans for service delivery and management to be considered for award.

2. STAFFING AND LOCATIONS TO BE SERVICED

- The Contractor shall provide total of twelve (12) school crossing guards at the locations specified below. However, this is an estimate as the Chief of Police or designee will keep the contractor informed as to exact number of school crossing guards that will be required at any time.
- The Contractor shall provide one (1) experienced field supervisors always overseeing the operations the guards are on duty. Supervisor personnel shall be certified school crossing guards. It will be the responsibility of field supervisor to ensure that all crossings are properly staffed as required by the city.

Sr #	Name of School	Post Locations	Number of Guards
1	Natural Bridge Elementary	Biscayne Boulevard/NE 141st Street (E)	1
2	Natural Bridge Elementary	Biscayne Boulevard/NE 141st Street (W)	1
3	Fulford Elementary	NE 19th Avenue/South Glades Drive (E)	1
4	Fulford Elementary	NE 19th Avenue/South Glades Drive (W)	1
5	Fulford Elementary	Ne 18TH Avenue/NE 164th Street	1
6	Fulford Elementary	NE 18th Avenue/NE 163rd Street (N)	1
7	Fulford Elementary	NE 18th Avenue/NE 163rd Street (S)	1
8	Fulford Elementary	NE 18 Ave / NE 161 St (Crosswalk Light)	1
9	Greynolds Park Elementary	NE 15th Avenue/NE 178th Street	1
10	Greynolds Park Elementary	NE 177th Street/NE 15th Avenue	1
11	Sabal Palm Elementary	NE 6th Avenue/NE 171st Street	1
12	Oak Grove Elementary	NE 8th Avenue/NE159th Street	1

3. SCHEDULING

- All services must be initiated by the start of the school year, typically in August, subject to schedule confirmation with the City.
- Each school crossing guard and supervisor shall work two shifts per day, from 7:00 a.m. to 8:30 a.m. and from 2:00 p.m. to 3:30 p.m., total of 3 hours per day. An estimated two hundred ten (210) days a year which

includes one hundred eighty (180) days for regular school year and thirty (30) days for summer school. Any additional hours needed should be pre-approved by City officials.

4. DETAILED SPECIFICATIONS

The selected vendor will provide school crossing guards at various designated locations, ensuring compliance with safety standards and regulations. The following detailed specifications outline the requirements of the service:

- **Eligibility and Background Checks:**
  - All crossing guards must possess a valid background check, ensuring there are no criminal records that would impede their ability to work with children.
  - Crossing guards must have current certifications in first aid and CPR.
  - All employees utilized for the City as school crossing guards must report any criminal charges brought against them immediately as they may occur. The Contractor, upon receipt of such information, will immediately notify the City.
- **Training Requirements:**
  - It shall be the responsibility of the Contractor to ensure that all persons employed as crossing guards receive and successfully complete proper training as required by the State of Florida. Formal training of all school crossing guards assigned to the City shall be conducted as per the standards and guidelines established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the “Ramon Turnquest School Crossing Guard Act”.
  - The Contractor shall provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor’s employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the year, will be the sole responsibility of the Contractor.
  - Under no circumstances shall the Contractor place a school crossing guard at a location who does not meet the state-mandated training requirements. Use of crossing guards or supervisors who have not successfully met the training criteria may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.
  - Ensure that employees have completed all required training before being assigned work as crossing guards. The Contractor shall provide the City with a list of names and evidence of training for all guards, back-up guards and field supervisors. Changes to the list are to be provided to the City as they occur.
- **Equipment / Uniform:**
  - The Contractor is responsible for supplying all equipment necessary for the school crossing guards to perform their assigned duties and/or required by Florida statutes, like fluorescent and retro-reflective safety vest, safety gloves, retro reflective stop sign and metal whistle. The Contractor shall also provide Crossing Guards with a uniform approved by City that includes a shirt, shoes, pants or shorts, hat, coat and raincoat. All shirts and coats must clearly display the company name and employee name.
  - The Contractor shall ensure photo identification is always carried by all employees.
  - Provide persons who are neat, clean, well-groomed and courteous and at least twenty- one (21) years of age. The Contractor shall obtain approval from the City for all persons to be employed as crossing guards before such persons commence work in the City.
  - If requested by the City, the Contractor agrees to remove any employee and substitute with an acceptable person at any crossing post

- **Backup:**
    - Ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup shall be fully trained and familiar with the specific crossing location.
- **Prohibited Activities:**
    - The use of tobacco products, e-cigarettes, listening to or using a multimedia device including but not limited an iPod, MP3 Player, portable radio, headset or cell phone are prohibited while providing school crossing guard services. Using a communication device other than for emergencies, or official business related to contract is prohibited.
- **Daily Time Sheet:**
    - The Contractor shall maintain a daily time sheet with the signature of the employee on each work sheet shift and the location of their guard post. A copy of the log will be submitted weekly to the City.

5. PERFORMANCE SPECIFICATIONS

- **Reporting / Communication Requirements:**
    - Proactive communication regarding incidents and operational issues.
    - Crossing guards must report any incidents, near misses, or issues to the designated point of contact within the City.
    - A monthly report summarizing activities and any safety concerns must be submitted to the City.
    - Incidents reported by crossing guards and follow-up actions taken.
    - Timeliness and quality of required reports.
- **Coordination with Local Authorities:**
    - Maintain regular communication with local law enforcement agencies and school administration to align safety strategies and address any concerns.
    - Participate in scheduled training or briefings organized by the City or local school authorities.
- **Service Accessibility:**
    - The vendor shall ensure that the crossing guards are consistently available at their designated locations as per the schedule provided by the City.
    - In the event of an absence, the vendor is required to provide a substitute within one hour of the scheduled shift.
- **Termination of Services:**
    - Services will continue throughout the school year and will be reviewed on a term basis, with opportunities for renewal based on performance.
    - Any terminations or changes to service delivery must be communicated to the City in writing with 30 days' notice.

SECTION 5.0 BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Estimated Hours	Total Days Per Year	Hourly Rate	Total
1	SCHOOL CROSSING GUARDS	12	Per Hour	3	180		
2	SUPERVISIOR/ALTERNATE	1	Per Hour	4	180		
TOTAL							

SECTION 6.0 BIDDER QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1 BIDDER'S INFORMATION

1.1 Authorized Representative Name?*
*Response required

1.2 Authorized Representative Title?*
*Response required

1.3 Authorized Representative Phone #?*
*Response required

1.4 Authorized Representative Email?*
*Response required

1.5 Please enter your FEIN or SSN:*
Federal Employer I.D. no. (FEIN). If the entity has no FEIN, include the Social Security Number of the individual submitting this response.

*Response required

1.6 Dun and Bradstreet No.:

1.7 Website address (if applicable):

1.8 Office location responsible for this project (if a different address from your profile):

1.9 Type of business (check appropriate box):*
☐ Corporation (specify the state of incorporation below)
☐ Sole Proprietor
☐ Limited Liability Company (LLC)
☐ Limited Partnership
☐ General Partnership (State and County filed in)
☐ Other – Specify
*Response required

1.10 Affiliated Entities of the Principal(s):*
List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

*Response required

1.11 Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years?*
☐ Yes
☐ No

*Response required

When equals "Yes"

1.11.1 If yes, specify details in a written response.*
*Response required

1.12 Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.12.1 If yes, specify details in a written response, including the reinstatement date, if granted. *

*Response required

1.13 Specify the type of services or commodities your firm offers: *

*Response required

1.14 How many years has your firm been in business while providing the services and/or products offered within this solicitation? *

*Response required

1.15 Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? *

☐ Yes

☐ No

*Response required

1.16 Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with the City recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. *

☐ Yes

☐ No

*Response required

1.17 Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.17.1 If yes, specify details in a written response. *

*Response required

1.18 Is your firm or any of its principals or officers currently principals or officers of another organization?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.18.1 If yes, specify details in a written response. *

*Response required

1.19 Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.19.1 If yes, specify details in a written response. *
*Response required

1.20 Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years?*
☐ Yes
☐ No

*Response required

When equals "Yes"

1.20.1 If yes, specify details in a written response, including contact information for owner and surety company. *
*Response required

1.21 If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?*
☐ Yes
☐ No

*Response required

1.22 Do you give prompt payment discounts?*
☐ Yes
☐ No

*Response required

When equals "Yes"

1.22.1 If yes, Percentage of discount % Term No?*
*Response required

1.23 Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or State registration. *
*Response required

1.24 Please upload a current Certificate of Liability Insurance*
*Response required

1.25 Disclosure of Conflict of Interest *
VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

1.26 Bidder/Proposer Certification:*

I certify that the information and responses in this submittal are true, accurate, and complete. I understand that the submittal of this form to the City's Procurement Management Department is for this public entity only. I also understand that I am required to inform the City's Procurement Management Division of any change in the information contained in this form or any attachments hereto.

☐ Please confirm

*Response required

2 REFERENCES

Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional references may be requested by the City.

2.1 Reference 1:*

Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

*Response required

2.2 Reference 2:*

Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

*Response required

2.3 Reference 3:*

Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

*Response required

3 REQUIRED CONFIRMATIONS

3.1 E-VERIFY AFFIRMATION STATEMENT *

Contractor/Proposer/Bidder 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 Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder 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.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.2 LIVING WAGE*

As applicable, Contractor/Proposer/Bidders acknowledges and agrees to provide Living Wage as set forth in Sec. 5-3.2 Living Wage in the City Code of Ordinances. A copy of this Code Section may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3 A copy of the living wages to be paid by the contractor may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3.2 or by contacting the City of North Miami Beach Human Resource Department.

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.3 DRUG-FREE WORKPLACE PROGRAM*

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

D. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

*Response required

3.4 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements.
- Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.5 INDEMNIFICATION CLAUSE*

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.6 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES *

A. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

B. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

C. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

D. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

E. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.7 ANTI-KICKBACK AFFIDAVIT *

I, the authorized representative, say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.8 NON-COLLUSIVE AFFIDAVIT *

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

As the person authorized to submit this response, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

3.9 Do you have any additional attachments to include with your submittal?*

☐ Yes
☐ No

*Response required

When equals "Yes"

3.9.1 Please upload any additional attachments here*

*Response required

3.10 Bid Submittal Confirmation*

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I

agree to abide by all conditions of this bid and certify that I am authorized to submit this Bid. By entering my full name, I am electronically signing and agreeing to this statement.

*Response required

Consent Agenda
9.15.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-122 Ratify Purchase Order with Smith Equipment and Supply Company for the Purchase of Scarab Maven Street Sweeper Truck (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution to Ratify Purchase Order with Smith Equipment and Supply Company

Background

The City Commission previously approved Resolution R2024-10 on January 16, 2024, authorizing the purchase of a Whirlpool vacuum street sweeper truck from Environmental Products Group ("EPG"). Due to manufacturer supply chain delays, EPG has been unable to deliver the equipment as scheduled. As a result, the City terminated the purchase order and evaluated alternative sources to meet operational needs. This resolution is presented for ratification of the alternate procurement.

To ensure continued street maintenance operations, the City identified an alternative procurement option through Sourcewell Cooperative (RFP No. 093021). Sourcewell awarded the contract to RAVO Holding BV dba FAYAT Environmental Solutions Americas for Street Sweepers, Specialty Sweepers, and Related Equipment, Accessories, and Supplies for a three-year term effective December 9, 2021, through November 16, 2025, with an option for an additional one-year term. Smith Equipment and Supply Company, Inc. serves as the exclusive Florida dealer for FAYAT street sweepers, including Ravo, Mathieu, and Scarab models. Smith Equipment has confirmed it will provide the requested sweeper, inclusive of accessories, within two (2) weeks.

Recommendation

The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to issue a purchase order for Scarab Maven Street Sweeper from Smith Equipment and Supply. in an estimated budgeted amount of $399600.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of $399,600, as approved in the adopted FY25 budget appropriation.

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT BETWEEN THE CITY AND SMITH EQUIPMENT AND SUPPLY COMPANY FOR THE PURCHASE OF SCARAB MAVEN STREET SWEEPER TRUCK; IN AN ESTIMATED AMOUNT NOT TO EXCEED $399,600.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances ("Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, The City Commission approved Resolution R2024-10 authorizing the purchase of a Whirlpool vacuum street sweeper truck from Environmental Products Group ("EPG") on January 16, 2024, but due to delays, EPG has been unable to deliver the equipment as scheduled, leading the City to terminate the purchase order and source an alternate sweeper, which is now being submitted for ratification; and

WHEREAS, Sourcewell, a State of Minnesota local government agency that provides competitively solicited cooperative purchasing contracts for use by government and nonprofit entities nationwide, awarded Contract RFP No. 093021 *Street Sweepers, Specialty Sweepers, with Related Equipment, Accessories, and Supplies* to RAVO Holding BV dba FAYAT Environmental Solutions Americas for a three-year term effective December 9, 2021, through November 16, 2025 (the "Contract"), with the option to renew for an additional year, with Smith Equipment and Supply Company ("Smith Equipment") serving as the exclusive Florida dealer for FAYAT street sweepers; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, Smith Equipment will provide the sweeper, inclusive of accessories, within two (2) weeks at the same contract cost; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the Contract with an estimated budgeted amount not to exceed $399.600 for the purchase of a Vacuum Sweeper Truck and accessories and with Smith Equipment; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to approve the Contract in a budgeted amount not to exceed $399.600 for the purchase of a Scarab Maven Vacuum Sweeper Truck and accessories with Smith Equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Contract, in substantially the form attached as Exhibit "A," for a budgeted amount not to exceed $399,600, for purchase of a Scarab Maven Vacuum Sweeper Truck and accessories, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

City of North Miami Beach

CHANGE ORDER FORM

Title:	Contract No.: _____ Purchase Order No.: 240598
Vendor: 529989	Change Order No.: 1
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	*Original Amount*	$
B	Change Orders Previously Approved	$
C	Adjusted Value Prior to this Change Order *(A+B)*	$
D	Cost of Changes in this Change Order	$
E	Adjusted Amount Including this Change *(C+D)*	$
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

145860-539640

Description of Change:

Procurement Notes *(For Procurement Personnel Only):*

Purchase of streetweeper from EPG approved via R2024-10. Due to delays in delivery, PO with EPG terminated and alternate vendor, Smith Equipment $ Supply Co selected - PO value remains unchanged.

To be ratified by City Commission

Code of Ordinances – Chapter III Purchasing, 3-3.20 Change Orders

The City Manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than either ten percent of the contract cost or $50,000.00, whichever is less. The scope of any project may not be changed without prior approval of the City Commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

This change order is hereby incorporated into and becomes a part of the Contract.

RECOMMENDED:

Sulan Mulcare

(Project Manager / Preparer)

By:Jose Tellez

(Division Approval: Name / Signature)

By: Aug 11, 2025

(Department Head) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(Andrew Plotkin, City Manager) (Date)

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City of North Miami Beach

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 4.6.23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____
_____
Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____

   a. Awarding Agency _____ **b.** Solicitation #_____

   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑

2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: $ _____
4. Account Number(s): FY _____ _____ FY _____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter ❑ Proposal/Quote ❑

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Andrew Plotkin**
Interim City Manager

VIA: **Shereece George Depusoir**
Chief Procurement Officer

FROM: _____
Name

_____
Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #**_____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

Smith Equipment
3825 Maine Ave
Lakeland, FL 33801
Phone: (863) 272-3695
Email: Brian@Smith-Equipment.com

July 31, 2025

Purchasing Department
City of North Miami Beach
17050 NE 19th Ave
North Miami Beach, FL 33162

Subject: Quotation for 2024 Scarab Maven 65 Street Sweeper – Sourcewell Contract

Dear Procurement Team,

On behalf of Smith Equipment, I am pleased to submit our official quotation for the 2024 Scarab Maven 65 street sweeper for the City of North Miami Beach. This unit is offered through the Sourcewell Cooperative Purchasing Contract, ensuring competitive pricing and a simplified procurement process.

The quoted machine features a dual engine design, with the auxiliary engine being a Tier III, 74HP Deutz diesel, delivering proven performance and reliability. This unit is quoted exactly as demonstrated, ensuring that the equipment specifications and performance observed during the demonstration will be delivered as quoted.

Key Details:

- **Warranty: 2 years or 2,000 hours (whichever occurs first)**
- **Delivery Timeline: Unit is in stock and available for delivery in less than two weeks**

We believe the Scarab Maven 65 offers an ideal combination of performance, efficiency, and operator comfort to meet the needs of your city's street maintenance operations.

Please find the attached formal quotation for your review. If you have any questions or require additional information, feel free to contact me directly.

Thank you for the opportunity to support the City of North Miami Beach. We look forward to serving your equipment needs.

Sincerely,
Brian Samsel
Smith Equipment

SMITH
EQUIPMENT AND SUPPLY COMPANY

Sourcewell
Awarded Contract

FAYAT
ENVIRONMENTAL SOLUTIONS
SCARAB
FAYAT GROUP

FESA 2024 Maven 65 Sourcewell Price List 03/01/2024 V1

Dealer Name Smith Equipment & Supply
Customer Name City of North Miami Beach
Customer Physical Address 1965 NE 151st St
City, State, Zipcode North Miami Beach, FL 33162
Contact Person Jose Tellez
Contact Title Fleet Manager
Contact Email Address Jose.Tellez@citynmb.com
Contact Phone Number (786) 273-6992
Customer Sourcewell Number Pending

SOURCEWELL DISCOUNT: 5%
Order Number
Quotation Date 7/31/2025
Sourcewell Contract # 093021-FAY

North America **Release date:** Mar-24

Option No	QTY	Description	List Price	Total List Price
2001		**Basic Machine**		
SCAOPT2001.05	1	SCARAB Maven 65 (12v) - Stainless steel body with 6.5 cubic metre gross hopper volume, with two large storage lockers, a screen on the hopper drain, stainless steel fan, inlet cone and screen and a 745 mm diameter suction fan, with amber rotating beacon to rear, 1250 litre corrosion resistant water tank with a self priming low pressure water pump for front spray bar and dust suppression nozzles and air purge system.	$ 201,050.66	$ 201,050.66
Standard				
2010		**Sweep Path**		
SCAOPT2010.07		Dual Sweep R/H Polyurethane - C/W Both Side Brush Operation	STD	STD
2270		**Brush Legs**		
SCAOPT2270.02		Brush Leg - C/W Power Tilting Brush Heads (Dual Sweep)	STD	STD
2050		**Side Brush Pressure**		
SCAOPT2050.05		Side Brush Up & Down Pressure - Dual Sweep	STD	STD
2060		**Wide Sweep Pressure**		
SCAOPT2060.02		Wide Sweep Brush Up & Down Pressure	STD	STD
2070		**Low Pressure Water**		
SCAOPT2070.02		Extra Water to Suction Tube L/H (Electrically Switched)	STD	STD
SCAOPT2070.03		Extra Water to Suction Tube R/H (Electrically Switched)	STD	STD
2080		**High Pressure Water**		
SCAOPT2080.10		HP Water Pump (30 L/m @ 200 Bar Rating), Auto Hose Reel With 13 M Hose & H/lance, And Low Water Level Cut-out	STD	STD
SCAOPT2080.11		Stainless Steel HP Front Spray Bar	STD	STD
SCAOPT2080.13		Water Injection Into Suction Fan To Assist Cleaning	STD	STD
SCAOPT2080.14		Spray Bar HP Water Boost - Mounted to rear of Suction Nozzle (Dual)	STD	STD
SCAOPT2080.15		HP Spray Bar Mounted Behind Wide Sweep Brush C/W HP Ball Valve Shut Off	STD	STD
2090		**Boom**		
SCAOPT2090.07		Rear Boom R/H 180mm dia Wander hose with Support & Stainless Steel End Tube	STD	STD
2120		**Camera Systems**		
SCAOPT2120.14		CCTV -Three Cameras - One To N/S, One To O/S & One To Rear	STD	STD
2130		**Beacons/Lighting**		
SCAOPT2130.52		Beacons 4 x Amber Surface Mounted Warning Lamps - Fitted to Rear	STD	STD
2150		**Stand Alone**		
SCAOPT2150.36		Screen Shaker Pneumatically Operated	STD	STD
2170		**Programming**		
SCAOPT2170.00		Sweep and Wash (only availabile with options 2080.00)	STD	STD
SCAOPT2170.08		Variable Side Brush In/Out Control R/H (12V)	STD	STD
2000		**Warranty**		
SCAOPT2000.12		Standard warranty – 2 year or 2000 hours whichever is the soonest, subject to Scarab general terms and conditions.	STD	STD
Additional Options				
2030.00		**AUX Brush/Scraper**		
SCAOPT2030.03	1	Aux Side Brush R/H - C/W Work Light & Down Pressure & Variable Brush Speed Control	$ 9,345.21	$ 9,345.21
2090.00		**Boom**		
SCAOPT2090.09	1	Roof Mounted Overhead Boom R/H with Rear Wander Hose	$ 7,672.79	$ 7,672.79
2100		**Water Tank**		
SCAOPT2100.00	1	Additional 170 Gallon Water Tank	$ 3,830.74	$ 3,830.74
2150		**Stand Alone**		
2170		Programming		
SCAOPT2170.07	1	Variable Side Brush In/Out Control L/H (12V)	$ 752.09	$ 752.09

SMITH
EQUIPMENT AND SUPPLY COMPANY

Sourcewell
Awarded Contract

FAYAT
ENVIRONMENTAL SOLUTIONS
SCARAB
FAYAT GROUP

FESA 2024 Maven 65 Sourcewell Price List 03/01/2024 V1

Dealer Name	Smith Equipment & Supply	**SOURCEWELL DISCOUNT:**	5%
Customer Name	City of North Miami Beach	**Order Number**	
Customer Physical Address	1965 NE 151st St	**Quotation Date**	7/31/2025
City, State, Zipcode	North Miami Beach, FL 33162	**Sourcewell Contract #**	093021-FAY
Contact Person	Jose Tellez		
Contact Title	Fleet Manager		
Contact Email Address	Jose.Tellez@citynmb.com		
Contact Phone Number	(786) 273-6992		
Customer Sourcewell Number	Pending		

North America **Release date:** **Mar-24**

Option No	QTY	Description	List Price	Total List Price
		Extended Warranty		
		Complete Maven M65 Module		**List Price**

Maven 65 Sourcewell List Price	$ 222,651.48
Sourcewell Discount	$ (11,132.57)
Maven 65 Sourcewell Subtotal	$ 211,518.91

NON SOURCEWELL ITEMS

Option No	QTY	Description	List Price	Total List Price
		Installation		
FESA INSTALL	1	Installation at FESA Certified Installer	$ 18,000.00	$ 18,000.00
		Chassis		
PB537-33-FESA	1	Peterbilt 537 Chassis, FESA Specification, 33,000 GVW	$ 133,241.00	$ 133,241.00

Option No	QTY	Description	List Price	Total List Price

We are pleased to offer this quotation for a Scarab Maven 65 with the options listing above per the terms and conditions of the Sourcewell Contract Number 093021-FAY

Maven 65 Subtotal:	**$ 211,518.91**
Total Non Sourcewell Items:	**$ 151,241.00**
Training:	**Included**
Dealer Prep:	**Included**
Freight:	**$ 14,500.00**
Total Sourcewell Price:	**$ 377,259.91**

Very Truly Yours,
Brian Samsel
Sales Manager
Brian@smith-equipment.com
(863) 272-3695

For Acceptance:

Signed: _____ _____

Jose Tellez
Fleet Manager

Brian Samsel
Sales Manager

Date: _____ _____

SMITH EQUIPMENT AND SUPPLY COMPANY

RAVO FAYAT GROUP

MATHIEU FAYAT GROUP

Account #:		Quote #:	
Name:	City of North Miami Beach	Quote Date:	8/25/2025
Address:	1965 NE 151st St	Office #:	(786) 273-6992
City, State, Zip:	North Miami Beach, FL 33162	Cell#:	
Contact:	Jose Tellez	Email:	Jose.Tellez@citynmb.com

Parts & Materials

Item #:	*Description*	*Qty*	*Unit Price*	*Ext Price*
Whelen Lights	Whelen Arrow Stick LED	1	$ 1,200.00	$ 1,200.00
SCA4111P	Scarab Main Brooms	11	$ 259.00	$ 2,849.00
	2 Segment 16" Gutter Brooms 22" Wire	48	$ 105.00	$ 5,040.00
SCAKIT046243	500hr Service Kit	3	$ 275.00	$ 825.00
SCAKIT046244	1000hr Service Kit	1	$ 380.14	$ 380.14
SCAKIT046245	2000hr Service Kit	1	$ 491.12	$ 491.12
SCAKIT046246	3000hr Serivce Kit	1	$ 596.45	$ 596.45
SCA047108	Flap LONG	6	$ 29.98	$ 179.88
SCA047109	Flap SHORT	6	$ 13.01	$ 78.06
SCA047115	Skid Plate	4	$ 99.46	$ 397.84
Parts & Materials Sub Total :			**$**	**12,037.49**

Freight Charges (unforseen freight charges may be additional)

Printed Name and Signature | Date:

If you have any questions regarding this quotation, please contact:

BRIAN SAMSEL **P: 863-272-3695**

Regional Sales Manager **E: brian@smith-equipment.com**

THANK YOU FOR YOUR BUSINESS & THE OPPORTUNITY TO QUOTE FOR YOU!

Smith Equipment & Supply Co. reserves the right to make changes and/or improvements to the design or construction of any part.

Account #:					Quote #:			
Name:		City of North Miami Beach			Quote Date:	8/25/2025		
Address:		1965 NE 151st St			Office #:	(786) 273-6992		
City, State, Zip:		North Miami Beach, FL 33162			Cell#:			
Contact:		Jose Tellez			Email:	Jose.Tellez@citynmb.com		

Parts & Materials				
Item #:	*Description*	*Qty*	*Unit Price*	*Ext Price*
SCA020333	AXEL MAJOR NOZZLE	1	$ 280.93	$ 280.93
SCA020332	AXEL MAJOR BOLT	2	$ 73.47	$ 146.94
SCA020331	WHEEL NOZZLE 250 Dia	4	$ 201.87	$ 807.48
SCA034342	LP WATER NOZZLE	5	$ 57.17	$ 285.85
SCA023242	MINI REGULATOR	1	$ 105.18	$ 105.18
				$ -
SCA022644	DEFLECTOR MAJOR NEW	1	$ 271.25	$ 271.25
SCA036044	DOUBLE SWIVEL WATER NOZZLE	5	$ 40.75	$ 203.75
SCA051136	SUCTION SPIGOT ASSEMBLEY	1	$ 985.66	$ 985.66
				$ -
Parts & Materials Sub Total :			**$**	**3,087.04**

Freight Charges (unforseen freight charges may be additional)

Printed Name and Signature | Date:

If you have any questions regarding this quotation, please contact:

BRIAN SAMSEL **P: 863-272-3695**

Regional Sales Manager **E: brian@smith-equipment.com**

THANK YOU FOR YOUR BUSINESS & THE OPPORTUNITY TO QUOTE FOR YOU!

Smith Equipment & Supply Co. reserves the right to make changes and/or improvements to the design or construction of any part.

Account #:		Quote #:	
Name:	City of North Miami Beach	Quote Date:	8/25/2025
Address:	1965 NE 151st St	Office #:	(786) 273-6992
City, State, Zip:	North Miami Beach, FL 33162	Cell#:	
Contact:	Jose Tellez	Email:	Jose.Tellez@citynmb.com

Parts & Materials

Item #:	*Description*	*Qty*	*Unit Price*	*Ext Price*
SCA041456	Impeller (High Speed) Truck Mount	1	$ 4,397.61	$ 4,397.61
SCA010546	Impeller Seal	1	$ 5.03	$ 5.03
SCA039674	Fan Guard	1	$ 219.31	$ 219.31
SCA013028	Hose Suction Major	1	$ 336.41	$ 336.41
SCA032519	Filter Regulator	1	$ 273.65	$ 273.65
SCA 013599	Inspection Hatch Door Seals	2	$ 207.82	$ 415.64
SCA030806	Rear Door Seals	2	$ 344.41	$ 688.82
SCA020298	Neumatic Cylinder 50x160	1	$ 246.95	$ 246.95
SCA028306	Neumatic Cylinder 63x160	1	$ 406.03	$ 406.03
SCA020602	Neumatic Cylinder 40x125	1	$ 226.11	$ 226.11
Parts & Materials Sub Total :			**$**	**7,215.56**

Freight Charges (unforseen freight charges may be additional)

Printed Name and Signature | Date:

If you have any questions regarding this quotation, please contact:

BRIAN SAMSEL **P: 863-272-3695**

Regional Sales Manager **E: brian@smith-equipment.com**

THANK YOU FOR YOUR BUSINESS & THE OPPORTUNITY TO QUOTE FOR YOU!

Smith Equipment & Supply Co. reserves the right to make changes and/or improvements to the design or construction of any part.

DocuSign Envelope ID: 9B5DE029-2182-479D-9EF0-D32A7A173723

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RAVO Holding BV, dba FAYAT Environmental Solutions Americas, 20 Montesano Road, Fairfield, NJ 07004 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

DocuSign Envelope ID: 9B5DE029-2182-479D-9EF0-D32A7A173723

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

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

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

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

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

3. PRICING

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

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

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

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

DocuSign Envelope ID: 9B5DE029-2182-479D-9EF0-D32A7A173723

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

DocuSign Envelope ID: 9B5DE029-2182-479D-9EF0-D32A7A173723

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 9B5DE029-2182-479D-9EF0-D32A7A173723

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

22. CANCELLATION

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

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:32 AM CST

RAVO Holding BV, dba
FAYAT Environmental Solutions Americas

By: DocuSigned by: Patrick Westenhoff 59FBA59D4B274F2...
Patrick Westenhoff
Title: Managing Director
Date: 12/9/2021 | 11:29 AM CST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/9/2021 | 11:32 AM CST

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LOCATION

Smith Equipment & Supply Company

3825 Maine Ave FL 33801 Lakeland United States

863-665-4904 info@smith-equipment.com

Visit website

SCARAB USA

Email Us

Consent Agenda
9.16.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Juan Pinillos, Chief of Police
VIA:	Andew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-123 Approving a Purchase Order for the Purchase and Buyback of Firearms with Lawmen's & Shooters' Supply, Inc.(Juan Pinillos, Chief of Police)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND LAWMEN'S & SHOOTERS' SUPPLY, INC. FOR PURCHASE AND BUYBACK OF FIREARMS; IN A BUDGETED AMOUNT NOT TO EXCEED $85,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances ("Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, Miami Dade County issued and awarded RTQ-02181 *Law Enforcement Equipment & Supplies* to multiple vendors effective from February 1, 2023, through January 31, 2028 *("Piggyback Contract")*; and

WHEREAS, the City of North Miami Beach Police Department is updating its service firearms to align with current law enforcement best practices, reflecting the Department's commitment to operational efficiency, cost-effectiveness, officer safety, and the adoption of modern technologies that enhance public protection, and continually evaluates its equipment and procedures to ensure alignment with evolving standards and industry recommendations; and

WHEREAS, in accordance with Miami-Dade County pre-qualification pool requirements, the City of North Miami Beach solicited quotes from three pre-qualified vendors for the purchase and buyback of firearms, of which two provided a price quote: Lou's Police Distributors, Inc. and Lawmen's & Shooters' Supply, Inc., and the third firm advised they are unable to provide the products requested. Upon review by the NMBPD and Procurement, Lawmen's & Shooters' Supply, Inc. was determined to offer the lowest responsive quote; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order in a budgeted amount not to exceed $85,000 for purchase and buyback of firearms; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Purchase Order in a budgeted amount not to exceed $85,000 for purchase and buyback of firearms from Lawmen's & Shooters' Supply, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The price quote from Lawmen's & Shooters' Supply, Inc. in substantially the form attached as Exhibit "A", in a budgeted amount not to exceed $85,000, for purchase and buyback of firearms, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025.**

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving Purchase Order with Lawmen's & Shooters' Supply, Inc.

Background

The City of North Miami Beach Police Department (NMBPD) has identified the need to replace its existing Glock model 21SF (.45 caliber) with the Glock 45 MOS 9mm. NMBPD has used the Glock 21SF as its primary service firearm since 2007. Based on technological advances and studies conducted over several years, many police agencies are transitioning to 9mm firearms as best practices. The transition is driven by cost reductions, increased magazine capacity, and the proven effectiveness of 9mm ammunition compared to .45 caliber rounds.

Lawmen & Shooters Supply, Inc. is one of the leading firearms providers in South Florida. The purchase will be made through the Miami-Dade County Request to Qualify (RTQ-02181) - Law Enforcement and Supplies, which includes multiple pre-qualified vendors. This contract is effective from February 1, 2023, through January 31, 2028.

As required under the RTQ, proposals were solicited from three pool vendors for the purchase and buyback of firearms;

1. Lou's Police Distributors, Inc.
2. Lawmen & Shooters Supply, Inc.
3. Marrero Armor LLC

Marrero Armor LLC was unable to submit a proposal due to lack of the required equipment. Proposals were received from Lou's Police Distributors, Inc. and Lawmen's & Shooters' Supply, Inc. Upon review by NMBPD and the Procurement Department, it was determined that Lawmen's & Shooters' Supply, Inc. submitted the lowest bid and met all Police Department requirements.

Recommendation

The Chief of Police and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to issue a purchase order for Glock 45 MOS 9mm from Lawmen's & Shooters' Supply, Inc. in an estimated budgeted amount of $85,000.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of $85,000, as approved in the adopted FY25 budget appropriation.

EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 4.6.23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: Police Department
Primary Contact Name: Major Asim
Primary Contact E-mail: mohammad.asim@nmbpd.org
Secondary Contact Name: Angela Sippio
Secondary Contact E-mail: angela.sippio@nmbpd.org
Department Phone: 305-948-2910
Department Fax: _____

Company Name: Lawmen's & Shooter Supply
Contact Name: _____
Company Address: 701 Columbia Blvd
Titusville, FL, 32780
Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: 519444

Piggyback Contract Details

1. Contract Title: Law Enforcement Equipment & Supplies

   a. Awarding Agency MDC b. Solicitation # RTQ- 02181

   c. Solicitation included? Yes ■ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ■

2. Description of the Scope of Service of This Contract: Law Enforcement Equipment & Supplies
3. Total Value of Contract: $ 84,275
4. Account Number(s): FY 25 LEFT 172510-521520 FY ____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ■ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ■
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ■ Solicitation ■ Award Letter ■ Proposal/Quote ☑

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). N/A
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	Mohammad Asim, Major	08/19/2025
Department Director:		8/19/25
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)		
City Manager: (Purchases/Contracts up to $50,000.00)		

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

City of North Miami Beach

PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Mario A. Diaz**
City Manager

VIA: **Shereece George**
Chief Procurement Officer

FROM: Mohammad Asim
Name
Major / Police
Title/Department

DATE: 08/08/2025

RE: Law Enforcement Equipment & Supplies

Fiscal Amount not to Exceed: $84,275 **Vendor #** 519444

Purpose (How does it align with City NMB Strategic Plan?):

The North Miami Beach Police Department (NMBPD) is transitioning from the Glock Model 21SF to the Glock Model 45MOS.

Background:

Since 2007, we have used the Glock model 21SF, which is a 45MM, as the primary firearm for the NMBPD. With technological advances, as well as studies conducted for several years, many police agencies are transitioning to a 9MM firearm as best practices. This is due to cost reductions, the capability to place more ammunition in the magazines of the firearms, along with the 9MM ammunition being just as effective as the 45MM ammunition.

Recommendation:

It is the recommendation of the NMBPD Firearms Committee to purchase and transition to the Glock Model 45MOS 9MM.

Fiscal Impact / Account Number(s):

172510-521520

Contact Person(s):

Angela Sippio, Angela.Sippio@nmbpd.org

Quote

Quote expires
September 11, 2025 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R2126
Invoice Date: 8/12/25
Station: OFFICE7

Sold to:
NORTH MIAMI BEACH POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
16901 NE 19TH AVE
NORTH MIAMI BEACH, FL 33162
305-948-2910
Capt Diaz

Ship to:

Customer #: 11837 **FFL Exp Dt:** **Ship-via code:**
Sales Rep: MARI **Due Date :** 09/11/2025 **Terms:** Net due in 30 days

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc
	Order	15	29546	UA455ST202MOS	GLOCK 45T MOS 9MM TRAINING FIXED SIGHTS W/CUTOUT	454.00	EACH	6,810.00
	Order	115	10467	PA455S202MOS	GLOCK 45 MOS 9MM FIXED SIGHTS SEMIAUTO PISTOL	429.00	EACH	49,335.00
	Order	115	24920		AMERIGLO- GL-810 2XL HEIGHT SET ALL GLOCK	52.00	EACH	5,980.00
	Order	115	24920		OLIGHT BALDR MINI BLK WHITE LED WEAPONLIGHT	85.00	EACH	9,775.00
	Order	1	24920		SKU#: OBALDRMINIBK1	0.00	EACH	0.00
	Order	40	33047	PA455SB02MOS8 A3	GLOCK 45 FS MOS8 Aimpoint COA BOF/UCSR 5.5 LE	732.00	EACH	29,280.00
	Order	40	10257	70272	GLOCK PERFORMANCE TRIGGER (FLAT FACED) GEN 5	75.00	EACH	3,000.00
	Order	140	25557	6360RDS-2832-411	SAFARILAND RDS ALS/SLS LEVEL 3 RETENTION HOLSTER 6 360RDS GLOCK 19MOS X300U STX PLAIN BLACK RH	158.00	EACH	22,120.00
	Order	1	SHIPPING		SHIPPING & HANDLING CHARGES	0.00	EACH	0.00
	Order	1	18839		ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO RES TOCKING FEE PER MFG	0.00	EACH	0.00
	Order	1	CONV FEE		A 3% CONVENIENCE FEE WILL BE APPLIED TO ALL CREDIT CARD TRANSACTIONS	0.00	N/A	0.00

101-R2126

Quote

Quote expires
September 11, 2025 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R2126
Invoice Date: 8/12/25
Station: OFFICE7

Sold to:
NORTH MIAMI BEACH POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
16901 NE 19TH AVE
NORTH MIAMI BEACH, FL 33162
305-948-2910
Capt Diaz

Ship to:

Customer #: 11837
FFL Exp Dt:
Ship-via code:
Sales Rep: MARI
Due Date : 09/11/2025
Terms: Net due in 30 days

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc

User: MARI
Total line items: 11

Sale subtotal:	126,300.00
Tax:	0.00
Total:	126,300.00

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-R2126

Quote

Quote expires
September 13, 2025 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R2136
Invoice Date: 8/14/25
Station: OFFICE7

Sold to:
NORTH MIAMI BEACH POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
16901 NE 19TH AVE
NORTH MIAMI BEACH, FL 33162
305-948-2910
Capt Diaz

Ship to:

Customer #: 11837 **FFL Exp Dt:** **Ship-via code:**
Sales Rep: MARI **Due Date :** 09/13/2025 **Terms:** Net due in 30 days

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc
	Return	-62	11354		GLOCK 21 GEN 3 .45ACP PISTOL	250.00	EACH	-15,500.00
	Return	-75	11354		GLOCK 21 GEN 4 .45ACP PISTOL	250.00	EACH	-18,750.00
	Return	-18	11354		GLOCK 30 GEN 3 .45ACP PISTOL	250.00	EACH	-4,500.00
	Return	-6	11354		GLOCK 30 GEN 4 .45ACP PISTOL	250.00	EACH	-1,500.00
	Return	-6	11354		GLOCK 22 .40CAL PISTOL	225.00	EACH	-1,350.00
	Return	-1	11354		GLOCK 23 .40CAL PISTOL	225.00	EACH	-225.00
	Return	-2	11354		SMITH & WESSON .38SPL REVOLVER	100.00	EACH	-200.00

User: MARI **Total line items:** 7

Sale subtotal:	-42,025.00
Tax:	0.00
Total:	-42,025.00

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-R2136

Lou's Police Distributors, Inc.
7815 W 4th Ave
Hialeah, FL 33014
United States
FFL #: 11573

North Miami Beach PD
16901 NE 19 Avenue
North Miami Beach FL 33162
United States
305-949-5500
Tax ID: 85-8012740150C-3

Quotation # S12443

Order Date:	Quotation Date:	Expiration:	Salesperson:
03/28/2025 11:02:25	07/22/2025 00:00:00	10/09/2025	Jimmy Hare

Description	Serial #	Quantity	Unit Price	Taxes	Amount
[UA455ST202MOS] Glock GLOCK 45T FS FXD 5.5lb MOS		15.00 Units	454.00	Tax Exempt	$ 6,810.00
[PA455S202MOS] Glock Inc. 45 MOS 9mm 4.49" Pistol (LE)		115.00 Units	429.00	Tax Exempt	$ 49,335.00
[GL-810] Ameriglo 2XL Height Set Fits all Glock Tritium Black Outline Front, Flat Black Rear		115.00 Units	53.00	Tax Exempt	$ 6,095.00
[OBALDRMINIBK1] Olight Baldr Mini Black Anodized 100/600 Lumens White LED Green Laser		115.00 Units	101.85	Tax Exempt	$ 11,712.75
[PA455SB02MOS8A3] Glock Inc. 45 MOS8A3 9mm Pistol Package, Aimpoint COA Optic, AMGLO NTF/NTR SHS (LE)		40.00 Units	732.00	Tax Exempt	$ 29,280.00
[74065] Glock Performance Trigger Package		40.00 Units	75.00	Tax Exempt	$ 3,000.00
[6360RDS-2832-411] Safariland 6360RDS ALS/SLS Glock 19/45 MOS TLR-1 Stx Plain Black Right Hand		140.00 Units	140.00	Tax Exempt	$ 19,600.00
Florida State Defense Product Contract 46000000-STC-21					
[TP] Trade-in Pistols Trade in Credit Subject to Change Based on the RFQ Actual Number of (Pistols/Boxes/Mags) is not Delivered. (Deductions of $10/Box EA, $7/Mag EA if not complete on trade).		161.00 Hours	-200.00		$ -32,200.00

Lou's Police Distributors, Inc.
7815 W 4th Ave
Hialeah, FL 33014
United States
FFL #: 11573

Glock 21 Gen3 45ACP - 62, Glock 21 Gen4 45ACP - 75, Glock 30 Gen3 45ACP - 18, Glock 30 Gen4 45ACP - 6

[TP] Trade-in Pistols Trade in Credit Subject to Change Based on the RFQ Actual Number of (Pistols/Boxes/Mags) is not Delivered. (Deductions of $10/Box EA, $7/Mag EA if not complete on trade).	7.00 Hours	-195.00	$ -1,365.00

Glock 22 40 Caliber - 6, Glock 23 40 Caliber - 1

[TP] Trade-in Pistols Trade in Credit Subject to Change Based on the RFQ Actual Number of (Pistols/Boxes/Mags) is not Delivered. (Deductions of $10/Box EA, $7/Mag EA if not complete on trade).	2.00 Hours	-150.00	$ -300.00

Smith & Wesson 38 Spl. Revolver - 2

Ref: Contract # PA600863 - Glock Firearms active contract/purchase agreement with Hollywood PD valid through April 30, 2027

Untaxed Amount	$ 91,967.75
FL - 7% Sales Tax on $ 125,832.75	$ 0.00
Total	$ 91,967.75

Please see our Terms and Conditions of sale at our website.

Payment terms: 30 Days

From:	Asim, Mohammad
To:	Stacie Sundberg; Brian Beckwith
Cc:	Nichols, Stuart; Saleem,Ahsan
Subject:	RE: Quote needed
Date:	Monday, August 11, 2025 4:09:32 PM
Attachments:	image001.png image002.png image003.png image004.png

Understood. Thank you for the prompt response.

Mo Asim | ***Police Major***

North Miami Beach Police Department
16901 NE 19 AV, North Miami Beach, FL 33162
T (305) 949-5500, ext. 22101
F (305) 787-6047
EMAIL – **ASIM@NMBPD.ORG**

16901 NE 19th Avenue, North Miami Beach, FL 33162| www.citynmb.com|City NMB on Social Media:

From: Stacie Sundberg <ssundberg@marreroarmor.com>
Sent: Monday, August 11, 2025 4:08 PM
To: Asim, Mohammad <Mohammad.Asim@nmbpd.org>; Brian Beckwith <Brian@marreroarmor.com>
Cc: Nichols, Stuart <Stuart.Nichols@nmbpd.org>; Saleem,Ahsan <Ahsan.Saleem@citynmb.com>
Subject: RE: Quote needed

Thank you for the opportunity, but we only make and sell Hard Body Armor, Soft Body Armor, Ballistic Shields, and associated accessories so please accept this correspondence as a No Bid.

Respectfully,

Stacie Sundberg
Director of Sales Operations
Marrero Armor LLC
stacie@marreroarmor.com
Cell: 602-451-8597
www.Marreroarmor.com

Please Remit Payments to:
Marrero Armor, LLC

16055 N Dial Blvd, Suite 7, Scottsdale, Arizona 85260

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---

From: Asim, Mohammad <Mohammad.Asim@nmbpd.org>
Sent: Monday, August 11, 2025 12:55 PM
To: Stacie Sundberg <ssundberg@marreroarmor.com>; Brian Beckwith <Brian@marreroarmor.com>
Cc: Asim, Mohammad <Mohammad.Asim@nmbpd.org>; Nichols, Stuart <Stuart.Nichols@nmbpd.org>; Saleem,Ahsan <Ahsan.Saleem@citynmb.com>
Subject: Quote needed

Who whom it may concern,

Good afternoon. We are seeking a quote from your establishment for Glock pistols, along with accessories for the pistols. If you can please provide a quote for the following 7 items, we'd greatly appreciate it:

1. **[UA455ST202MOS] Glock GLOCK 45T FS FXD 5.5lb MOS 15.00 Units**
2. **[PA455S202MOS] Glock Inc. 45 MOS 9mm 4.49" Pistol (LE) 115.00 Units**
3. **[GL-810] Ameriglo 2XL Height Set Fits all Glock Tritium Black Outline Front, Flat Black Rear 115.00 Units**
4. **[OBALDRMINIBK1] Olight Baldr Mini Black Anodized 100/600 Lumens White LED Green Laser 115.00 Units**
5. **[PA455SB02MOS8A3] Glock Inc. 45 MOS8A3 9mm Pistol Package, Aimpoint COA Optic, AMGLO NTF/NTR SHS (LE) 40.00 Units**
6. **[74065] Glock Performance Trigger Package 40.00 Units**
7. **[6360RDS-2832-411] Safariland 6360RDS ALS/SLS Glock 19/45 MOS TLR-1 Stx Plain Black Right Hand 140.00 Units**

Thanks in advance and please let me know if you have any questions.

Mo Asim | ***Police Major***
North Miami Beach Police Department
16901 NE 19 AV, North Miami Beach, FL 33162
T (305) 949-5500, ext. 22101
F (305) 787-6047
EMAIL – **ASIM@NMBPD.ORG**

16901 NE 19th Avenue, North Miami Beach, FL 33162| www.citynmb.com|City NMB on Social Media:

PLEASE NOTE: The City of North Miami Beach is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as public record.

BID NO.: RTQ-02181

TITLE: LAW ENFORCEMENT EQUIPMENT AND SUPPLIES

POOL TERM: February 1, 2023 – January 31, 2028

Road Map & Event Log

Event Log for Prequalification Pool RTQ-02181

Date Issued	Description	Agent
6/12/2024	Marrero Armor has been added to the list of pre-qualified vendors.	Latavia Durham
03/07/2024	Safeware Inc. list as authorized distributor updated to add BriXun Corporation DBA Gatorz Eyewear	Enkelejda Plasari
01/08/2024	GBRS Group added as authorized distributor under Lou's Police Distributors Inc.	Enkelejda Plasari
11/9/2023	Email address for Municipal Emergency Services Inc updated	Enkelejda Plasari
8/15/2023	Omni Distribution Inc has been added to the list of pre-qualified vendors.	Leslie Zambrana
08/02/2023	Burn Proof Gear LLC and BAQ Defense dba Cobalt Kinetics have been added to the list of pre-qualified vendors.	Leslie Zambrana
06/20/2023	Staccato 2011, LLC has been added to the list of pre-qualified vendors.	Leslie Zambrana
06/20/2023	Anti-Ballistic System, Inc has been added to the list of pre-qualified vendors.	Leslie Zambrana
04/26/2023	Atlantic Signal, LLC has been added to the list of pre-qualified vendors.	Leslie Zambrana
04/05/2023	Flymotion, LLC has been added to the list of pre-qualified vendors.	Leslie Zambrana
03/17/2023	Federal Eastern International LLC and Florida Bullet Inc have been added to the list of pre-qualified vendors.	Leslie Zambrana
03/14/2023	Lous Police Distributors Inc and Lawmen's and Shooters Supply Inc have been added to the list of pre-qualified vendors.	Leslie Zambrana
02/13/2023	Proforce Marketing Inc has been added to the list of pre-qualified vendors.	Leslie Zambrana
02/01/2023	RTQ-02181 – Law Enforcement has been established. Insurance shall be requested from the awarded vendors at the time of the spot market; reach out to Risk Management for appropriate requirements (Maxine Lodenquai at maxine.lodenquai@miamidade.gov)	Leslie Zambrana

I. Introduction

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of providing/delivering law enforcement equipment and supplies for Miami-Dade County (MDC). Entry into the Prequalification Pool is not a contract between MDC and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for inclusion in the pool. Pre-qualified vendors will be invited to participate in future Request for Quotations (RFQ).

The pool shall remain open for the duration of this term, enabling new vendors to qualify at any time after the commencement date.

II. Spot Market Quote Procedures:

Future spot market competition(s) may be conducted by the County through the following processes:

a. Invitation to Quote (ITQ): award based on the lowest price offered.

Prior to issuance, all Spot Market Quotes must be submitted to the Small Business Division for review and application of the measures. **Please provide an overview of your project to the Small Business Division: sbdprp@miamidade.gov to determine what contract measures are recommended for your particular project.**

All pre-qualified vendors will be solicited for price and availability as needed. All quotations issued must be registered with the Small Business Development Division at the following link: https://intra8.miamidade.gov/Apps/ISD/SBD/Login.aspx. This link officially places your project on the Cone of Silence Report.

III. Applicable Ordinance for Quotations

1. Cone of Silence – Section 2-11.1(t)
2. Local Preference – Section 2-8.5275
3. Local Certified Veterans –Section 2-8.5.1
4. User Access Program – Section 2-8.10
5. Inspector General Fees – Section 2-1076
6. Contract Measures Recommendation – the following measures are applicable and will be recommended by the Small Business Development Division:
    a. SBE/G&S Set Aside
    b. Bid Preference
    c. No Measures (only for Federally Funded projects)

IV. Award Procedures

All vendor(s) participating in an ITQ shall be notified of the award. The award date must be recorded so the Cone of Silence can officially be lifted by utilizing the same link used to originally post the quotations. The three (3) day protest period is applicable to all quotations.

V. Groups

General Funds – Animal Services, Aviation, Corrections and Rehabilitation, Police, Parks and Recreation, Seaport
Federal Funds - Police Department

Please note: Departments create their child contracts for each vendor awarded as a result of a Spot Market Competition.

Prequalified Vendors		
Vendor	**Contact Information**	**Manufacturer/ Distributor Authorized**
MARRERO ARMOR LLC	Stacie Sundberb 602-451-8597 stacie@marreroarmor.com Brian Beckwith 602-451-1388 brian@marreroarmor.com	Marrero Armor
SAFEWARE INC	Manny Margolles P: (786) 575-1223 P: (800) 331-6707 E: mmargolles@safewareinc.com	Safeware, Inc. 3M Avon Protection Systems, Inc. Blauer BriXun Corporation DBA Gatorz Eyewear CMC Rescue DJI Enterprise FirstSpear – Expired 2022- Not Valid until renewal received. Genasys Gentex/Ops Core - Expired 2022- Not Valid until renewal received. Kappler Kiwi Breaching Kustom Signals, Inc. Med-Eng – Expires 3/18/2023 Mustang Survival Night Vision Devices North American Rescue Pelican Petzel America-Expires 4/26/23 Propper International RAE Systems Rapiscan Systems S&S Precision Scanna Smith and Warren Streamlight

		Surefire, LLC-Expired 12/31/22- Not Valid until renewal received. Tactical Electronics Team Wendy Unity Tactical Yates Gear, Inc. United Shield International Med-Eng, LLC S & S Precision Honeywell Gas Analysis & Safety Yates Gear. Inc.
MUNICIPAL EMERGENCY SERVICES INC	Lee Osborn P: (407) 487-6788 E: losborn@mesfire.com	3M 5.11 Tactical 5-Star Action Target Requested Aimpoint- Expires 12/31/23 Ajax Rescue Tools Aker Armor Express ASP, Inc Atlanco Avon Protection Systems Bates Bayco/Nightstick Blackinton Requested Blade-Tech Blauer Boston Leather Brownells CMC Coastal Protection Combat Medical Condor Outdoor Products Requested Damascus Danner/ Lacrosse Defense Technologies Diversco Supply USA Don Hume Dupont Dutyman Elbeco Eotech Ess Evac Sytem Fire and Rescue Equipment, Inc. Fechhiemer Federal Signal First Tactical

		Galvion Garrett GH Armor Gould And Goodrich Hero's Pride Howe and Howe Hurst Hurstjaw Of Life Je Weinel Inc Kappler Kroll Lacrosse Footwear Inc Leupold Mechanix Wear Merrell MES Custom Motor Trouser Monadnock Municipal Emergency Services, Inc. Mustang Survival Requested North American Rescue Nightstick Original Swat Footwear Peerless Handcuff Company Pelican Petzl America - Exp 4/28/23 Pepperball Requested Point Blank Propper International Rock-N-Rescue Rothco Safariland Saint Gobain Salomon Silynx Communication Sirchie Smith And Warren X Spiewak Steiner / Burris Sterling Rope Streamlight Surefire- Expired 12/31/22 - Not Valid until renewal received. Survivoral Armor Thorogood Brand Footwear Tingley Requested Trijicon X Under Armor

		Underwater Kinetics United Shield Int. Vega Holster Vista Outdoors Whelen Wolverine Footwear Workwear Outfitters Yates Gear
AXON ENTERPRISE, INC.	Madeline Wiggins P: (972) 639-7140 E: mwiggins@axon.com	Axon Enterprise, Inc.
PROFORCE MARKETING INC	Amanda Cronkhite P: 928-776-7192 E: sales@proforceonline.com	Aimpoint- Exp 12/31/23 Blackhawk Blade-Tech Daniel Defense Holosun - Exp 12/31/22 - Not Valid until renewal received. L3 Harris SureFire exp. 12/31/2022 - Not Valid until renewal received. UTM Vortex Leupold Trijicon exp. 12/31/2020 - Not Valid until renewal received.
LAWMEN'S & SHOOTER'S SUPPLY INC	Mandy Shepherd P: 321-360-3039 E: mshepherd@lawmens.net	511 Tactical Avon Protection/Ceradyne Aimpoint- Expires 12/31/2023 Pacem-Defense/ALS B&T USA Belleville Vista Outdoor/Blackhawk, Uncle Mike's, Hoppe"s Safariland/Bianchi/Break Free Cyalume Crye Precision- Expires May 2, 2023 Defense Technology Don Hume EOTech- Yes-Expired 2/15/2023 (2 years from effective date; signature from 2/16/2021) - Not Valid until renewal received. High Speed Gear Kel-tec Leupoid Night Vision Devices North American Rescue Peerless Handcuff Company Rothco

		Smith & Warren Steiner Strack Inc Streamlight Surefire – Expired 12/31/2022- Not Valid until renewal received. Team Wendy Trijicon Vortex Winchester
LOUS POLICE DISTRIBUTORS INC	Alain Ace Cisneros P: (305) 416-0000 E: ace@louspolice.com	5.11 AIMPOINT, INC. Armored Breach LLC B&T USA Benelli Law Enforcement BCM Colt Combined Systems Daniel Defense Glock, Inc GRBS Group High Speed Gear/ Com-Tac Holosun – Expires 12/31/2023 KGM Technologies L3 Technology, Inc. Leupold + Stevens North American Rescue Pelican Salomon Smith & Wesson Steamlight Steiner Surefire Tactical Night Vision Company Trijicon The Safariland Group

FEDERAL EASTERN INTERNATIONAL LLC	Sally Hayes P: (727) 827-2997 E: orders@fedeastintl.com ; Robert Perez P: (305) 546-6181 E: rperez@fedeastintl.com	ASP Products Atlanco LLC Avon Protection CSI Combined System/CTI/CTSTH Daniel Defense Products Eoctech First Spear Fix It Sticks Haven Gear High Speed Gear/Comp-Tac Holosun Authorized LE/MIL Dealer- Expires 12/31/2023 L3 Technologies, Inc. Lead Devil USA Modlite Otto Pepper Ball Products Point Blank Enterprises Shadow Systems Tacmed Solutions- Expires 12/31/2023 Vista Outdoor/Blackhawk Windham Weaponry Zero9 Solutions
FLORIDA BULLET INC	Andy Anderson P: (727) 461-6081 E: andy@floridabullet.net	CCI-Speer/ Federal Cartridge Company / Federal Premium Ammunition SinterFire Ammunition Fiocchi Ammunition
ATLANTIC SIGNAL LLC	Damon Whisman P: (785) 582-5823 Ext. 129 E:dwhisman@atlanticsignal.com	Atlantic Signal
ANTI-BALLISTIC SYSTEM INC	David Malouff P: (561) 706 – 4600 / (210) 645-5215 E: info@ab.systems	Anti-Ballistic, Inc.
FLYMOTION LLC	Chase Halye P: 800-548-5844 E: sales@flymotion.com	Teledyne FLIR Boston Dynamic Teal Peristent Systems, LLC Silvus Technologies, Inc.
STACCATO 2011, LLC	Timothy Roa P: 512-529-9578 E: tim.roa@staccato2011.com	Staccato 2011, LLC

BURN PROOF GEAR LLC	Alex Bocarius P: 561-849-5172 E: alec@burnproofgear.com	CMC Triggers, LLC Law Tactical LLC Rosco Manufacturing, LLC. Safariland, LLC SureFire, LLC Unity Tactical
BAQ DEFENSE LLC dba COBALT KINETICS	Aaron Quinn P: 801-358-4609 E: aaron@cobaltkinetics.com	Cobalt Kinetics
OMNI DISTRIBUTION INC	Teresa Bradley P: 870-702-703 E: teresa@omniexplosives.com	Omni Distribution Inc

Consent Agenda
9.17.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-124 Approving and Authorizing the One-Year Renewal of the Turf and Landscape Maintenance Agreement with Florida Department of Transportation (FDOT) (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving Renewal Term for the FDOT Turf and Landscape Maintenance Agreement

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Background
The City maintains turf, trees, medians, and right-of-way landscaping along designated FDOT roadway segments within City limits pursuant to an interlocal/maintenance agreement to include: Biscayne Boulevard, NE 167/163 Street, Miami Gardens Drive, West Dixie Highway and NE 6th Avenue. The agreement establishes maintenance standards consistent with FDOT specifications and identifies roles, responsibilities, and reimbursement terms. Renewal is before the Commission to ensure uninterrupted maintenance, safety, and aesthetics of state corridors traversing the City.

The City accepted and entered into another Agreement term in 2024 via R2024-90. The first of 2 one-year renewals is being executed effective October 2025.

The agreement supports roadway safety (sightlines, hazard reduction), compliance (FDOT standards), and beautification (corridor appearance). Reimbursement may not fully cover increased labor/equipment costs. Non-renewal may result in lapses that affect safety, aesthetics, and public perception.

Recommendation
The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute the agreement, subject to legal review, and to negotiate minor, non-substantive modifications necessary to align scope and reimbursement with current maintenance standards.

Fiscal Impact
Annual reimbursement of $75,000. Continued participation requires a budgeted subsidy to maintain FDOT standards.

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE ONE-YEAR RENEWAL TERM OF THE TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"); PROVIDING THE TERMS AND CONDITIONS FOR LANDSCAPE MAINTENANCE AND REIMBURSEMENT OF SUCH MAINTENANCE SERVICES FROM THE FDOT TO THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the FDOT has jurisdiction of state roads in the City; and

WHEREAS, through the Turf and Landscape Maintenance agreement entered into on October 10, 2024, between the City of North Miami Beach and the FDOT, the City shall perform routine maintenance of all turf and landscape areas within the right-of-way on state roads to include Biscayne Boulevard, NE 167/163 Street, Miami Gardens Drive, West Dixie Highway and NE 6th Avenue (the "Agreement"); and

WHEREAS, On August 27, 2024, via Resolution R2024-90, City Commission approved the execution of the Agreement. The renewal term provides that FDOT shall compensate the City seventy-five thousand dollars ($75,000) for annual turf and landscape maintenance services; and

WHEREAS, the City Manager and the Public Works Director recommend that the City Commission accept and approve the execution of the Turf and Landscape Maintenance Agreement between the City and FDOT; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to accept and approve the execution of the Turf and Landscape Maintenance Agreement between the City and the Florida Department of Transportation for the reimbursement of routine annual turf and landscape maintenance services; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Agreement, in substantially the form as the attached **"Exhibit A,"** is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of, the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AT125 Renewal: (1st, 2nd, etc.) 1st

Financial Project No(s).: 252414-5-78-01

County(ies): Miami-Dade

This Agreement made and entered into this _____ day of _____, _____, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and City of North Miami Beach, 17011 NE 19 Avenue, Room 320, North Miami Beach, Florida 33162 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 10 day of October, 2024
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape areas within the right-of-way on the state roads described in "Exhibit A" of the original contract; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 9 day of October, 2025 and ending the 8 day of October, 2026 at a cost of $75,000.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of North Miami Beach
Name of Contractor

_____
Contractor Name and Title

BY: _____
Authorized Signature

_____ (SEAL)
Name of Surety

_____ _____
City State

By: _____
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned:

Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Florida Licensed Insurance Agent

Date

Consent Agenda
9.18.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Marline Monestime, Interim Assistant City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-125 Approving Additional Contractor Obligations with Coastal Waste & Recycling of Florida, Inc. (Marline Monestime, Interim Assistant City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Exhibit A
- Agreement

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING "ADDITIONAL CONTRACTOR OBLIGATIONS" OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND COASTAL WASTE & RECYCLING OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as outlined in Section 35 "Additional Contractor Obligations" of the Agreement Between City of North Miami Beach (the "City") and Coastal Waste & Recycling of Florida for Solid Waste and Recycling Services (the "Agreement"), the City receives an annual allocation of $60,000.00 to fund the City's scholarships and community initiatives; and

WHEREAS, the City receives an additional $50,000.00, annually, to fund the City's Emergency Utilities and Rental Assistance Program; and

WHEREAS, the annual compensation for both allocations shall be payable on the anniversary date of the Agreement for so long as the contract is in force and effect; and

WHEREAS, based on feedback from Mayor & Commission, the attached Exhibit A is recommended for incorporation into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The City Commission approves the attached Exhibit "A" to be incorporated into the Agreement and is recommended for approval.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP

By:_____
CITY ATTORNEYS

Exhibit A- Coastal Waste & Recycling Contractual Obligations
Annual allocation distributions for NMB Residents Only:

$50,000- Allocation towards Rent Assistance & Utility Assistance Program

Rent Assistance ($25,000):

- one-time payment per household, per year
- payment for one month, maximum $2,500 with late fees
- Income 100% of AMI based on US HUD income limit chart

Utility Assistance ($25,000):

- one-time payment per household, per year
- maximum $600
- Income 100% of AMI based on US HUD income limit chart

$60,000- Allocation towards City Scholarship and City's Community Initiatives

Jeffrey A. Mishcon Memorial Scholarship Fund ($15,000):

- One-time $1,000 scholarship for residents seeking to obtain a certification or college degree (Associates, Bachelors, Masters, or Doctorate)
- Proof of course registration required

John Philome Memorial Scholarship Fund ($15,000):

- One-time $1,500 scholarship for residents interested in criminal justice, law enforcement, or similar career path.
- This fund can also be used to contribute up to $1,500 to go towards education or equipment for NMBPD cadets. NMB residency not required but cadets agree to stay employed with the NMBPD for a minimum of 3 years or repay the $1,500 in full.

Community Initiatives ($20,000):

- To assist with funding food drives, and city signature events (up to $5,000 for each event, at the discretion of the City Manager)

Senior Programming ($10,000):

- To cover general expenses related to the NMB Seniors Program

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AGREEMENT
BETWEEN CITY OF NORTH MIAMI BEACH
AND
COASTAL WASTE & RECYCLING OF FLORIDA FOR:

SOLID WASTE AND RECYCLING SERVICES

This Solid Waste and Recycling Services Agreement (hereinafter referred to as "Contract") is made and entered into this 1st day of June, 2022, by and between the City of North Miami Beach, Florida (hereinafter referred to as "CITY"), a municipal corporation existing under the laws of the State of Florida, acting by and through its duly authorized Commission, and Coastal Waste & Recycling of Florida, Inc., (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the CITY issued a Request for Proposals, RFP #20-031-DR for Solid Waste and Recycling Services; and

WHEREAS, on October 22, 2020, the CITY adopted Resolution No. R2020-107 authorizing the City Manager or designee to negotiate with the highest ranked respondent, or if negotiations were unsuccessful, to negotiate with Coastal Waste and Recycling of Florida, Inc., as the second ranked respondent and upon successful negotiations, present to the Mayor and City Commission an agreement, in a form acceptable to the City Attorney, for solid waste and recycling services, for consideration and approval; and

WHEREAS, on August 26, 2021, the CITY terminated negotiations with the highest ranked respondent and subsequently began negotiations with CONTRACTOR; and

WHEREAS, the CITY and CONTRACTOR negotiated this Contract subsequently approved and adopted by the City Commission on February 8, 2022, via Resolution No. R2022-21.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

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SECTION 1: CONTRACT

1.1 TERM OF CONTRACT

The term of this Contract is for seven (7) years and shall commence on June 1, 2022, at 12:00 a.m., EST, through May 31, 2029, at 11:59 p.m., EST., subject to the terms and conditions herein. This shall be the initial term.

1.2 EXPIRATION OF CONTRACT PROVISIONS

In the event a new Contract has not been awarded upon the expiration of the initial term or additional term thereof, and/or renewal options are not exercised, CONTRACTOR agrees to provide service to the CITY for an additional one hundred and eighty (180) calendar day period beyond the expiration of the CONTRACT at the then established rates, provided the CITY requests said services, in writing, at least sixty (60) days prior to the date of expiration.

1.3 OPTION TO RENEW

After the initial term of seven (7) years, the CITY shall have the option to renew the Contract for up to three (3) successive one (1)-year terms. The term of the original Contract beginning on June 1, 2022, including additional terms, shall not exceed ten (10) years. Any extension or renewal of any option must be approved by City Commission. The parties hereto may renew this Contract by mutual consent, in writing, prior to the expiration of the current term on May 31, 2029, or any renewal terms, provided the City Commission approves the renewal or extension prior to the end of the respective term of this Contract. This provision in no way limits the CITY's right to terminate this Contract for cause at any time, pursuant to Section 6 of this Contract. The rates established herein shall be the rates for any renewal term subject to increase pursuant to the consumer price index set forth in Section 3.20 of this Contract. Notice of exercise any renewal option by the CITY shall be provided to CONTRACTOR at least sixty (60) days prior to the expiration of the term.

1.4 FRANCHISE

CONTRACTOR shall for the term of the Contract have the exclusive franchise and the sole obligation to operate and maintain a comprehensive Solid Waste, Bulk Waste and other refuse collection services including Residential Recycling in and for the CITY as specified in this Contract. No other services shall be exclusive to CONTRACTOR. The Contract specifically excludes the collection of Recovered Materials from Commercial Service Units in the Service Area. CONTRACTOR is authorized by the CITY to enter in and upon private property, in upon over and across the present and future streets, alleys, bridges, easements and other public places of the CITY for the purposes of collecting the Solid Waste, Bulk Waste and other refuse of the residents, inhabitants, and businesses within the municipal corporate limits of the CITY, or as directed in conformance with Ordinances and other applicable law.

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1.5 FRANCHISE FEE

The City of North Miami Beach will collect a Franchise Fee for Residential, Multi-Family, and Commercial base rates with an additional Solid Waste Fee on Commercial service. All Franchise Fees are pass through costs and accordingly are not diminution of CONTRACTOR's compensation.

Franchise Fee Breakdown

Residential

- Franchise Fee 15%

Multi-Family Dumpster

- Franchise Fee 17%
- Solid Waste Fee 10%

Commercial Dumpster

- Franchise Fee 25%
- Solid Waste Fee 10%

Payment of the Franchise Fee from CONTRACTOR shall be paid monthly and in full no later than the 20th day of the month following the end of each month.

The CITY reserves the right to require CONTRACTOR to submit to an audit. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to the Contract at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to the Contract, and upon request, make them available to the CITY for three years following expiration of the Contract. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CITY to ensure compliance with applicable accounting and financial standards at no cost to the CITY.

1.6 ANNEXATIONS

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to annexation shall be as provided by Florida Statutes Section 171.062, as amended, or its successor and this Section.

The annexation of areas to the CITY subsequent to the commencement of the initial term of the Contract may require CONTRACTOR to relinquish exclusivity for the period of time provided for in section 403.70605 of the Florida Statutes of its Collection services in that portion of the Service Area. If the CITY elects to have CONTRACTOR provide Collection services for the annexed area; CONTRACTOR shall provide Collection services at the Rate Structure as established in Exhibit 1. Any and all such relinquishment of exclusive Collection services required by the CITY due to annexation of a portion of the Service Area shall have no effect on the CITY's Rate Structure as established in **Exhibit 1**.

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1.7 FLOW CONTROL

All Solid Waste, Bulk Waste, Residential Recycling, Yard Waste, and any other named materials as added, generated in the CITY of North Miami Beach, shall be delivered only to the Designated Disposal Facilities.

SECTION 2: DEFINITIONS

For the purpose of this Contract, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section or Contract, the definition of such word or phrase as contained in the Code of the CITY shall apply. To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. Definitions contained herein shall not be interpreted to require CONTRACTOR to undertake any conduct contrary to federal, state, or local law. When consistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Advertising shall mean any written communication for the purpose of promoting a product or service. CONTRACTOR's name in which it is doing business and non-toll telephone service number, written communication as specified in the Contract or written communication as directed by the City Administrator or his/her designated representative(s), shall not be considered Advertising.

Agreement shall mean this Franchise Agreement for Solid Waste and Recycling Services.

Alleys shall mean a narrow street or passageway between or behind homes/houses or buildings.

Applicable Law shall mean any local, state, or federal statute law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive or policy which is in effect, enacted, promulgated, issued or enforced by a governmental body, during the term of this Contract, and relate in any manner to the performance of the CITY or CONTRACTOR under this Contract.

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

Bags shall mean non-dissolvable plastic trash bags, each with a capacity of thirty-nine (39) gallons or less.

Biological Waste shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. Biomedical Waste shall mean, as defined in Chapter 403,

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Florida Statutes, any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility.

Brush Material shall include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature.

Bulk Waste shall mean any and all non-liquid material which is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system, or which is not susceptible to normal loading and collection in packer-type sanitation equipment. Bulk Waste includes, but is not limited to furniture and large appliances (with refrigerants properly removed and verified), smaller appliances that cannot fit in the 96 gallon container, sinks, toilets, fixtures, furniture, ladders, carpets, incidental tires, concrete rubble, mixed roofing materials, noncombustible building debris, lumber1 rock, cement, asphalt, tar, gravel and other earthen materials, equipment, wire, cable, Yard Waste (as defined in this agreement) shall be capable of being handled by a standard claw truck. If Yard Waste is too small to be collected by a standard claw truck, Yard Waste shall be placed in carts for pickup or bundled and tied and left on Curbside for Bulk Waste pickup. Bulk Waste must be generated by the customer for whom the Bulk Waste is collected. Bulk Waste does not include items herein defined as CONTRACTOR-Generated Waste, or Exempt Waste. Compacting of Bulk Waste containing refrigerants or other potentially harmful fluids, or gases is prohibited.

Bulk Waste Collection Service shall mean the Collection of Bulk Waste from Residential Curbside Service Units, Multifamily Service Units and Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

Business Day shall mean any day, Monday through Friday, Saturday from 8:30 a.m. EST till 5:00 p.m., EST.

Carts shall mean a container with an attached tight-fitting lid of up to 96 gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection vehicle. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

Change in Law shall have the meaning set forth in Section 3.21.2.1.

CITY shall mean the City of North Miami Beach, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

City Administrator shall mean the City Administrator of the CITY, or his/her designated representative(s).

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City Commission shall mean the Mayor and City Commission of the City of North Miami Beach.

City Facility shall mean a CITY owned location designated for service under this Contract.

Collection shall mean the process whereby Solid Waste, Bulk Waste from Residential Service Units are removed and transported to the Designated Disposal Facility.

Commercial Bulk Waste Collection Services shall mean Bulk Waste Collection from Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

Commercial Collection Services shall mean Commercial Solid Waste Collection Service performed in the Service Area. Commercial Collection Services shall be billed at the rates established in the Rate Structure.

Commercial Service Unit shall mean all retail, professional, wholesale, institutional and industrial facilities and any other commercial enterprises, including Hotels and Motels, rental apartment houses and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area.

Commercial Solid Waste Collection Service shall mean the Collection of Solid Waste from Commercial Service Units in the Service Area and the delivery of the Solid Waste to the Designated Disposal Facility. Commercial Solid Waste Collection Service shall be provided via Container(s) with or without Compactor(s), or Roll-off(s) with or without Compactor(s), or 96 gallon carts upon approval by the CITY of North Miami Beach.

Commingles refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together

Community Events shall mean events sponsored or co-sponsored by the CITY.

Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator. Compactor is a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. CONTRACTOR shall clearly mark all Containers and Roll-offs with Compactors as to prohibit their use for the disposal of Biological Waste, biomedical Waste, Hazardous Waste or Sludge.

Construction or Demolition Waste shall mean unwanted material produced directly or incidentally by the construction and demolition industries. This includes building materials such as insulation, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, lumber, and rebar, as well as waste originating from site preparation such as dredging materials, tree stumps or from the construction or destruction of a structure nails, electrical

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wiring. Much building waste is made up of materials such as bricks, concrete and wood damaged or unused for various things during construction.

Consumer Price Index (CPI) shall mean United States Department of Labor Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the Bureau of Labor Statistics, or successor agency.

Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off or any metal receptacle, with a capacity of one cubic yard up to and including forty cubic yards designed or intended to be mechanically dumped into a loader- packer type garbage truck. All such Containers must be clearly marked in a manner so as to prohibit their use for the disposal of Biological Waste, biomedical Waste, Hazardous Waste or Sludge.

Contaminant(s) or Contamination shall mean materials which do not meet the definition of Recyclable Material and Recyclables and are collected with Recyclables.

Contract shall mean this Contract.

Contract Year shall begin on June 1 at 12:00 a.m., EST, through May 31 at 11:59 p.m., EST of each year for the term of this Contract.

CONTRACTOR shall mean the person or entity set out initially above that has entered into this Contract to provide the services described herein for the Service Area.

Contract Administrator shall mean the CITY employee designated by the City Administrator to be the CITY's official representative regarding matters pertaining to this Contract.

CONTRACTOR-Generated Waste shall mean Bulk Waste generated by builders, building CONTRACTORs, privately employed tree trimmer and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

County shall mean Miami Dade County, Florida.

Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

Customer shall mean a City of North Miami Beach resident and commercial establishment within the service area.

Designated Disposal Facility shall mean the facility(s) fully permitted to receive Class I Waste and designated by the CITY for the disposal of all Solid Waste and Bulk Waste. The CITY reserves the right to designate an alternative facility for the disposal of all Solid Waste and Bulk Waste collected pursuant to this Contract. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR Collection Service.

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Disposal Charges shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance, disposal, and transfer of waste materials from Residential Curbside Collection Services, Multifamily Collection Services and Commercial Collection Services.

Dwelling Unit shall mean any individual living unit in a single-family dwelling, multifamily dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.

Dumpster shall mean any container excluding compactors with a tight-fitting lid and minimum one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

Exempt Waste shall mean Biological Waste, Biomedical Waste, Hazardous Waste, Sludge, sewage, automobiles, automobile parts, boats, boat parts, trailers, internal combustion engines, lead-acid batteries, used oil and tires, dead animals, highly flammable substances, those wastes under the control of the Nuclear Regulatory commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

Extra Carts shall mean an extra container with an attached tight-fitting lid mounted on wheels up to 96 gallons and designed to hold solid waste and 65 gallons to hold Recyclables and to be mechanically dumped into a collection vehicle and approved by contract administrator.

Extra garbage pick-ups shall mean collection of services to both commercial and residential accounts provided by CONTRACTOR on a day other than the scheduled collection days or extra loads aside from the usual collection.

Franchise Fee shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements and other public places of the CITY and the CITY's associated administrative costs for oversight of this franchise, pursuant to this Contract.

Garbage shall mean all putrescent waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food material whether attributed to residential or commercial activities.

Green waste shall mean biodegradable waste that can be composed of garden or park waste, such as grass or flower cuttings and hedge trimmings, as well as domestic food waste

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Gross Revenues shall mean all revenues collected by the CONTRACTOR, from any source whatsoever, arising from, attributable to or in any way derived from the services it provides pursuant to this Contract, inclusive of revenues collected by the CONTRACTOR related to its obligations to pay Disposal Charges, and exclusive of franchise fees. Gross Revenues computations shall not be reduced by Disposal Charges or amounts collected to offset such Disposal Charges.

Hazardous Waste shall mean Solid Waste, or a combination of Solid Wastes, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed; any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901 et seq.; (iii) CERCLA, 42 U.S.C.A. § 9601 et seq; (iv) Toxic Substances Control Act, 15 US.C. §2601, et seq., and in each case, applicable regulations promulgated thereunder. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

Holiday shall mean Work Day(s) that Collections(s) shall not occur to include Thanksgiving and Christmas.

Hot loads shall mean Radio-active contaminated wastes.

Incident shall mean one event (e.g., if the CONTRACTOR misses collection of waste from two (2) residences, it will count as two incidents).

Missed Collection shall mean any occasion when the CONTRACTOR does not provide collection service to a customer on the scheduled collection day who timely and properly sets out waste in accordance with this Agreement.

Multifamily Bulk Waste Collection Service shall mean Bulk Waste Collection from Multifamily Service Units on scheduled Bulk Waste Collection days and delivery of the Bulk Waste to the Designated Disposal Facility.

Multifamily Collection Services shall mean Multifamily Solid Waste Collection Service, Multifamily Recycling Collection Service, and Multifamily Bulk Waste Collection Service performed in the Service Area. Multifamily Collection Services shall be billed the rates established in the Rate Structure.

Multifamily Service Unit shall mean Dwelling Units utilizing Container(s) with or without Compactor(s) or Roll-ff(s) for the accumulation and set-out of Solid Waste.

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Multifamily Solid Waste Collection Services shall mean the Collection of Solid Waste from Multifamily Service Units located within the Service Area and the delivery of the Solid Waste to the Designated Disposal Facility.

Non-Collection Notice shall mean a form used by the CONTRACTOR to notify customers of the reason for non-Collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Contract, developed by the CONTRACTOR and approved by the CITY.

Ordinance shall mean those parts of the code of the CITY governing Collection, disposal within the CITY.

Rate Structure shall mean the rates approved by the CITY shown in Exhibits 1.

Recovered Materials shall mean those materials meeting the statutory definition set forth in F.S. 403.7046. Recovered Materials that meet the statutory definition are metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Construction and Demolition Debris is not Recovered Materials.

Recyclable Material shall mean those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

Recycling Cart shall mean a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

Residential Curbside Bulk Waste Collection Service shall mean Bulk Waste Collection from Residential Curbside Service Units and the delivery of the Bulk Waste to the Designated Disposal Facility.

Residential Curbside Collection Service shall mean Residential Curbside Solid Waste Collection Service, Residential Curbside Recycling Collection Service, and Residential Curbside Bulk Waste Collection Service performed in the Service Area. Residential Curbside Service Units shall be billed the Rates established in the Rate Structure.

Residential Curbside Service Unit shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be

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considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set-out of Solid Waste.

Residential Curbside Solid Waste Collection Service shall mean the Collection of Solid Waste from Residential Curbside Service Units in the Service Area and the delivery of that Solid Waste to the Designated Disposal Facility.

Residential Waste shall refer to all waste, refuse, garbage, trash and rubbish generated within the CITY from residential property and that is capable of being processed at the Waste Receiving Facility, but shall not include tropical storm or hurricane related debris, or Unacceptable Waste.

Residue shall mean the mixture of Contamination and Recyclables that have not been converted into Recovered Materials and which are destined for disposal. Recyclables and Recovered Materials cannot be classified as Residue due to commodity market conditions.

Roll-Off Collection Service shall mean the Collection and disposal of Roll-Off Containers containing Solid Waste. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste or Sludge.

Roll-Off Containers shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Contract shall be owned by the CONTRACTOR.

Rubbish shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Waste, resulting from the normal activities of a Residential Curbside Service Unit, Multifamily Service Unit or Commercial Service Unit wherein the Rubbish is collected. Rubbish does not include items herein defined as CONTRACTOR-Generated Waste or Exempt Waste.

Service Area shall mean the municipal limits of the CITY.

Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

Sludge shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of any air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

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Source Separated shall mean that the Recovered Materials are separated from Solid Waste at the location where the Recovered Materials and Solid Waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recovered Materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated and when such materials contain more than 10 percent Solid Waste by volume or weight. For purposes of this Agreement, the term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles, and rubber.

Solid Waste as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Special Events shall mean events sponsored or co-sponsored by CITY.

Special Trash Pick-up shall mean collection of services provided by CONTRACTOR on a day other than the scheduled collection days or extra loads other than usual collection.

Special Waste as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Solid Wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Waste and biological wastes.

State shall mean the State of Florida.

Tipping Fee shall mean the fee that must be paid for the disposal of Waste Material at the Designated Disposal Facility as designated by the CITY.

Trash pick-up shall mean large, discarded items including discarded white goods, furniture and accumulations of shrubbery, palm fronds or tree limbs, green waste and other items similar natures.

Unacceptable Waste shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

Yard Waste shall mean any vegetative matter resulting from normal yard and landscaping generated by the resident and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of laws, landscaping and yards. Yard Waste does not include items herein defined as CONTRACTOR-Generated Waste or Exempt Waste.

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White Goods shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. All white goods shall be certified and verified that all Freon gas has been removed prior to pick up and transportation.

Work Day shall mean any day, Monday through Saturday.

Written Notice shall mean e-mail or mail when referring to written notice from the CITY. Written notice from CONTRACTOR to the CITY shall mean certified mail and excludes e-mail.

Unacceptable Waste shall refer to (a) Hazardous Waste, (b) cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (c) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion (provided that such restriction does not apply to white goods and other appliances); (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) non- burnable construction materials and demolition debris; and (g) all other items of waste which a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. Unacceptable Waste shall not include solid waste that otherwise may be considered Bulk Waste, White Goods, Construction and Demolition Debris, or Yard Waste.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 RESIDENTIAL CURBSIDE COLLECTION SERVICES

Single family homes, townhouses, duplexes, triplexes, quadruplexes and mobile homes shall have curbside Garbage Cart pickup, except in those areas that cannot accommodate Garbage Cart collection due to inaccessibility problems, cart storage problems, or similar issues. Residential units which are serviced by a Container shall be entitled to monthly Bulk Waste collection services. CONTRACTOR shall be responsible for providing carts and decals for the carts.

3.1.1 **Residential Curbside Solid Waste Collection Service** - The CONTRACTOR shall pick up, two (2) times per week with a 96 gallon Garbage Cart, Solid Waste including Yard Waste from each Residential Curbside Service Unit. Carts shall be placed within five (5) feet of the street

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curb, swale, paved surface of the public roadway, closest accessible roadway, or other location agreed to by CONTRACTOR and within three (3) feet of poles, trees, etc. Customer will provide safe and efficient accessibility to CONTRACTOR's collection crew and vehicle. In certain cases, it may be decided that properly containerized residential solid waste may be placed at a location mutually agreed upon by the customer and CONTRACTOR. The City Administrator or Designee shall mediate any dispute regarding location of the Garbage Cart.

3.1.2 CONTRACTOR shall not collect Solid Waste or Yard Waste placed outside of the Garbage Carts on any regularly scheduled solid waste collection day (excluding Christmas trees). If a scheduled collection day falls on a holiday, CONTRACTOR shall collect all solid waste left curbside on the next scheduled collection day.

3.1.3 Garbage shall be placed in a plastic bag prior to placing it in the garbage cart, thereby minimizing spillage or leakage

3.1.4 Containers, when full, should not weigh more than 75 lbs.

3.1.5 For each new residential account, CONTRACTOR shall mail a services brochure to the resident and/or the person that contracts for the service.

3.1.6 CONTRACTOR shall not cause any garbage to be spilled on any roadway due to overfilling the hopper, lifting the hopper arm containing garbage while moving, or garbage not being properly covered while traveling.

3.1.7 If a resident does not follow proper procedures for set out, CONTRACTOR shall issue a non-collection notice to a resident stating the reason that it was not collected.

3.1.8 **New Carts** – CONTRACTOR shall purchase and distribute new 96 gallon garbage carts residential solid waste and blue 65-gallon carts labeled as a recycling container recycling carts to the Residential Curbside Service Units. CONTRACTOR will remove existing carts 96 gallon solid waste and recycling carts.

3.1.8.1 Each container will bear the name CITY of North Miami Beach. Vendor logos will not be permitted on the carts.

3.1.8.2 CONTRACTOR shall distribute fully assembled carts to new service units that are added to the service area during the term of this contract.

3.1.8.3 The carts will become the property of the CITY of North Miami Beach at the conclusion of the agreement.

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3.1.9 **Stolen Carts -** Upon notification from a residential customer to the CITY or CONTRACTOR that a cart has been stolen, the CITY or the CONTRACTOR shall advise the resident to file a police report. Upon notification by the resident of the police case number to the CITY or CONTRACTOR, the cart shall be replaced without charge to the residential customer. If there is no police report, the cart shall be replaced by CONTRACTOR and paid for by the resident, such charge shall not exceed the actual cost to CONTRACTOR for the replacement. CONTRACTOR will bill and collect any such charge.

3.1.10 **Cart(s) Purchase, Distribution, Replacement and Repair** - CONTRACTOR shall be responsible for the purchase, distribution and repair of carts in the complete Service Area. CONTRACTOR shall distribute a 96 gallon cart for Solid Waste and Recycling to each new residential Service Unit within three (3) work days of the request for a cart by the resident or the CITY. CONTRACTOR shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within six (6) workdays upon notification by the CITY or the customer.

3.1.10.1 Upon notification from the Residential Curbside Service Unit to the CITY or CONTRACTOR that the customer's Garbage/Recycling Cart(s) has been damaged, the CONTRACTOR shall repair, if possible, or replace said Garbage/Recycling Cart(s) with an equivalent Garbage/Recycling Cart(s) (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR's own expense, within three (3) Work Days. If carts have been damaged due to customer's abuse or negligence, as determined by the CITY, the carts shall be repaired or replaced, at the expense of the customer.

3.1.11 **Off-Street Collection Service** - CONTRACTOR shall provide off-street Collection for Solid Waste and Recycling from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by the CITY, in the manner required by the CITY. All requests for Off-Street Service available under this Section shall be made to the CITY with the specific need and criteria attached thereto. The CITY shall notify CONTRATOR of any customers requiring off-street service. No additional monies shall be due to CONTRACTOR for the provisions of Off-Street Service to handicapped customers. The point of Collection for Off-Street Service shall be the back or side yard or such other location as is mutually agreeable to CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service

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on the same Scheduled Collection Day that Residential Curbside Solid Waste and Recycling Collection Service would otherwise be provided to the Residential curbside Service Unit.

3.1.12 **Residential Curbside Bulk Waste Collection Service** - CONTRACTOR shall pick up Bulk Waste, not to exceed twenty (20) cubic yards per Residential Customer Service Unit, CITY-wide; twelve (12) times per year on one of scheduled collection days of the week that Residential Solid Waste Collection Service is provided to the Residential Customer Service Unit. If a residential property exceeds the allotted 20 cubic yards per scheduled collection or if it is not properly placed, CONTRACTOR shall not pick up the bulk items, shall tag the pile by placing a notice of options including how to have the excess bulk removed at their expense, how to properly place the material and call for removal and how the CITY Code Compliance Division will be notified of the issue. The CONTRACTOR shall notify the City Code Compliance Division and Contract Administrator within 24 hours. The City Code Compliance Division will respond within one business day to initiate the CITY's code process for the corrective action. If the bulk is, or becomes a health and/or safety concern, CONTRACTOR will be notified by the CITY to remove the debris. The CITY shall then proceed with its Code Enforcement case against said property to recover CONTRACTOR's costs, in excess of the 20 cubic yards in Exhibit 1. 20 cubic yards is defined and measured at approximately 14 feet long, 8 feet wide and 5 feet high.

Contractor agrees that any time during the initial term or during any extension of this agreement, Contractor will acquiesce to the City insourcing the bulk collection. At that time, Contractor will reduce the price by $9.45 plus any adjustments that were added on to the base rate.

3.1.13 **Residential Curbside Recycling Collection Services** - CONTRACTOR shall collect, but not limit collection to, the following recovered materials: plastic containers coded 1-5, tin cans, aluminum, newspaper, junk mail, magazines, and cardboard, and removal of scrap metal from CITY drop-off locations.

3.1.13.1 Recovered materials generated at the households will be collected curbside bi-weekly. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured to prevent recyclables from being scattered or spilled.

3.1.13.2 Recovered materials will be kept separately stored in the container provided by CONTRACTOR. The container will be industry standard, 65 gal., a different color than the garbage container, and labeled as a recycling container.

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3.1.13.3 All Recovered materials collected by CONTRACTOR will be the property of CONTRACTOR and CONTRACTOR is responsible for its removal and processing. Before processing the materials collected within City of North Miami Beach, CONTRACTOR will weigh and record the number of recyclables collected. CONTRACTOR will provide the CITY with a monthly tonnage report for each type of material recycled. The report shall be given to CITY's representative within ten days of the month end for which the data was collected. CONTRACTOR will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for CITY inspection. All recovered items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards, and requirements. CONTRACTOR is prohibited from collecting separated recyclables from a household and mixing them with garbage.

3.1.13.4 The CITY reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recovered materials.

3.1.13.5 CONTRACTOR will not collect the recycling cart if non-recovered materials have been placed inside the cart provided. If non-recovered materials are placed in the cart, CONTRACTOR will leave the materials in the cart along with instructional materials educating the customer about the recovered materials accepted in the CITY's recycling program and how to prepare those materials.

3.1.13.6 Drop Off Centers:

CONTRACTOR must operate two (2) recycling drop-off centers. Contractor will service these drop-off centers twice per week. These two unmanned drop-off centers are located at:

- Behind City Hall -17011 NE 19 Ave., North Miami Beach, FL
- Eastern Shores by the Fire Department

3.2 MULTIFAMILY COLLECTION SERVICES

3.2.1 **Multifamily Solid Waste Collection Service** - CONTRACTOR shall pick-up Solid Waste from Multifamily Service Units within the Service Area. The size of the Container(s) or Roll-Off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be place outside the Container(s) or Roll-Off(s). The size of the Container(s) or Roll-Off(s) and the frequency of Collection (meeting minimum requirements contained in

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the Ordinance unless less frequent service is approved by the CITY) shall be mutually agreed upon by the customer and CONTRACTOR. Collection service scheduled to fall on a holiday may be rescheduled as long as the minimum frequency requirement is met. The CONTRACTOR shall provide the Container(s) and Roll-Off(s) at the approved rental rates. Containers and Roll-Offs shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the CITY declines the service change request, CONTRACTOR shall continue to provide the customer the current level of service. CONTRACTOR shall collect Christmas Trees from Multifamily Service Units at no additional cost to the Multifamily Service Unit or the CITY.

3.2.1.1 **Multifamily container and/or Roll-off Replacement** Upon notification from the Multifamily Service Unit to the CITY or CONTRACTOR that CONTRACTOR damaged the customer's Container(s) and/or Roll-off(s), CONTRACTOR shall repair or replace said Container(s) and/or Roll-off(s) with an equivalent Container(s) and/or Roll-off(s) (i.e. capacity, wheels, lid, compacting device, etc.), at the CONTRACTOR's own expense, within six (6) Work Days. If carts have been damaged due to customer's abuse or negligence, as determined by the CITY, the Carts shall be repaired or replaced, at the current cost of the cart at the expense of the customer.

3.3 COMMERCIAL COLLECTION SERVICES

3.3.1 **Commercial Solid Waste Collection Service** - CONTRACTOR shall pick-up Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Roll-off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Roll- off(s). Customer and CONTRACTOR shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the CITY shall make the final determination in advance of the change. During the term of this Contract, a written service agreement between CONTRACTOR and the customer; in a format acceptable to the CITY, shall be entered into regarding the level and type of service to be provided, for solid waste services only. The written service agreement shall include rate information, the name and address of

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the Customer, and the name and address of the contact person for the customer in a format as prescribed by the CITY in advance and a copy shall be filed with the CITY within five (5) days of execution of the written agreement. The size of the Container(s), Garbage Cart(s) or Roll-off(s) and the frequency of Collection (meeting minimum requirements contained in the Ordinance unless less frequent service is approved by the CITY) shall be mutually agreed upon by the Commercial Service Unit and CONTRACTOR. Commercial Service Units generating more Solid Waste than can be stored in three (3) Garbage Carts or generating a large percentage of waste, as determined by the CITY and CONTRACTOR, shall be required to use a Container.

Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Commercial Service Unit and CONTRACTOR as long as the minimum frequency requirement is met. CONTRACTOR shall provide the Container(s) and Roll-off(s) at the approved rental rates. Containers, Garbage Carts and Roll-offs shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the CITY declines the service change request, CONTRACTOR shall continue to provide the customer the current level service. All Containers, Garbage Carts and Roll-offs shall be readily accessible to CONTRACTOR's crew and vehicles.

3.3.2 **Exclusivity Enforcement** - The CITY shall assist CONTRACTOR in enforcing the exclusivity of this Contract. In the event that CONTRACTOR determines that a commercial establishment has not contracted with CONTRACTOR for garbage collection or roll-off collection service or is not following the guidelines within the definition of recovered material's defined by the Florida Statute Section 403.7046 and this Contract, as the case may be, CONTRACTOR shall notify the CITY. The CITY shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the CITY shall file an appropriate enforcement action.

3.4 SPECIAL DISABILITY PULL OUT SERVICE

CONTRACTOR will be responsible to provide special pull-out services for customers who are physically disabled and who have provided required documentation to the CITY. There are presently approximately twelve (12) customers Citywide who are unable to place their cart curbside. CONTRACTOR will be responsible to bring the cart(s) to the curb for dumping and then return it to

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its original placement. There will be no charge for those residents medically unable to bring their garbage cart to the curb. The CITY will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the CITY.

3.5 CITY FACILITIES

CONTRACTOR will provide for the collection of garbage, bulk trash and recyclables at all the CITY facilities, listed in Exhibit 2, **at no cost to the CITY**. CONTRACTOR provided containers are to be clearly labeled to receive garbage or recyclables. Frequency of service shall be determined between Contract Administrator and CONTRACTOR. Current City Facilities and frequency of service is listed on **Exhibit 2**.

3.6 SPECIAL COLLECTION SERVICES

The CITY sponsors at least five (5) community events each year. The CITY shall notify CONTRACTOR thirty (30) days in advance of all community events. CONTRACTOR will be responsible for providing collection assistance, collection containers, and disposal services at no cost to the CITY. CONTRACTOR shall provide containers as listed below for the CITY's current annual community events. The CITY reserves the right to add additional and/or change community events during the term of this Contract.

CITY Annual Events

Snowfest - 2 (20 yd roll off)
Monster Mash Bash – 1 (20yd roll off)
Farm Share – twice/year - 20 yd roll off
Snake Creek Canal with PD – 2 (20yd) roll off
Teen Spring Clean Up – 1 -20yd roll off container

3.7 EDUCATION SERVICES

CONTRACTOR shall provide the following public education services. CONTRACTOR shall provide and deliver notices or any other written materials that are specifically designed for Single Family Residential Units, Multi-Family Units and Commercial Accounts.

3.8 TRANSITIONAL SERVICE INFORMATION

CONTRACTOR shall be required to print, and mail, separate from the bill, an informational piece designed by the CITY to be sent to all residents prior to the inception of service. The mailing shall include a flyer provided by the CITY to the CONTRACTOR. In the event the CITY deems any other informational piece as necessary to aid in the transition, CONTRACTOR shall be required to print and

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distribute the educational information. It is agreed that CONTRACTOR may combine the informational piece herein with the annual notice and/or new customer notice unless time warrants immediate notification.

3.9 ANNUAL NOTICE

CONTRACTOR shall be required to design, print, and distribute, an annual notice to all Residential Curbside Service Units, and Multifamily Service Units through Homeowners Associations within the Service Area. The notice shall include at a minimum the Scheduled Collection Days, for garbage and bulk waste schedules including maps and set out requirements for each. Contact information shall also be listed.

3.10 NEW CUSTOMER PACKAGE

CONTRACTOR shall be required to design, print, and distribute, a new customer package to all Residential Curbside Service Units, and Multifamily Curbside Service Units through Owner Associations as they are added to the Service Area. The notice shall include at a minimum, the Scheduled Collection Days, for garbage and bulk waste schedules including maps and set out requirements for each. Contact information shall also be listed. The CITY shall provide written notice to CONTRACTOR of all such new customers.

3.11 SCHEDULE AND/OR ROUTE CHANGE NOTICE

In the event the City Administrator or his/her designated representative(s) approves a change in schedule and/or route, CONTRACTOR shall be responsible to provide said service units with a notice. The notice shall comply with all requirements set in the Contract.

3.12 NON-COLLECTION NOTICE

CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Construction and Demolition Debris that do not meet the requirements in this Contract. CONTRACTOR shall affix to the Cart, a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of the address of any customer where Solid Waste, Bulk Waste, Recyclable Materials or Construction and Demolition Debris were not collected, the date of non-collection, and the reason they were not collected, to be provided to the CITY upon request.

3.13 PUBLIC AWARENESS PROGRAM

CONTRACTOR agrees to cooperate in complying with requests of up to forty (40) hours per year from the CITY to supply Solid Waste truck and driver at public

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outreach events, provided that notice of at least five (5) Work Days is given. It is understood and agreed that there shall be no charge to the CITY by CONTRACTOR for compliance with any requests to provide a demonstration Collection truck and driver in response to the CITY's request. In the event that the CITY's notice for CONTRACTOR's cooperation under this Section is less than five (5) Work Days, CONTRACTOR, at its sole discretion, may agree to provide the requested demonstration truck and driver.

3.14 HOURS OF COLLECTION

3.14.1 **Residential Curbside Collection Services** - Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., EST and terminating no later than 5:00 p.m., EST Monday through Saturday. The hours and/or days of Collection may be extended with the prior written consent of the CITY.

3.14.2 **Multifamily Collection Services** - Multifamily Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., EST and terminating no later than 5:00 p.m., EST Monday through Saturday. The hours and/or days of Collection may be extended with the prior written consent of the CITY.

3.14.3 **Commercial Services** - Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m., EST and 5:00 p.m., EST Monday through Sunday. The hours and/or days of Collection may be extended with the prior written consent of the CITY. Services shall not be provided prior to 7:00 a.m., EST on any Commercial Service Units that abut Residential Curbside Service Units or Multifamily Service Units unless such service is requested in writing or approved by the City Administrator or his/her designated representative(s). In the event a resident in a residential area complains about collection noise, the CITY and CONTRACTOR will evaluate the circumstances of the complaint on a case-by-case basis and attempt to resolve same within the structure of current collection practices, schedules and routes. If the parties are unable to do so, the CITY shall determine a reasonable resolution such that CONTRACTOR shall adhere to same without added expense or change in rates.

3.15 APPROVED RATE STRUCTURE

The rates shown in **Exhibit 1** shall apply to all Residential Curbside Service Units, Multifamily Service Units and Commercial Service Units, respectively, within the corporate limits of the CITY as well as any areas annexed into the CITY subsequent to the commencement of this Contract.

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3.16 FRANCHISE FEES PAYMENTS

The Franchise Fees shall be paid as follows:

3.16.1 CONTRACTOR shall pay the Franchise Fee to the CITY on or before the twentieth (20th) day of each month for the term of the Contract.

3.16.2 Subject to applicable law, no acceptance by the CITY of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the CITY may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

3.16.3 In the event that a Franchise Fee payment is not received by the CITY on or before the due date set forth in the Contract, or is underpaid, the CITY reserves the right to retain funds from its payment to CONTRACTOR or require CONTRACTOR to forfeit the prior month's collection consistent with this Contract.

3.17 CUSTOMER BILLING

3.17.1 Residential and Multi-Family Billing - Under this Contract the CITY shall submit bills to residential and multi-family customers in the service area; and pay CONTRACTOR for the services it provides in the service area in compliance with the requirements in this Contract. The CITY and the Customers shall not have any obligations to pay any fees, charges, costs, or other sums to CONTRACTOR unless such payment is explicitly required in this Contract. In all cases, the CITY shall have sole authority to determine whether the extent to which CONTRACTOR is entitled to payment or services it provided under this Contract.

3.17.2 Commercial Billing - Under this Contract CONTRACTOR is hereby designated the agent and representative of the CITY for the billing and collection payments for Commercial Services/Roll-off for the services it provides in the service area in compliance with the requirements in this agreement. CONTRACTOR shall invoice those entities receiving Commercial Collection Services/Roll-off on a monthly or otherwise agreed basis.

3.17.2.1 CONTRACTOR shall pay to the CITY, the Franchise Fee and Solid Waste Fee collected for Commercial Services/Roll-off on or before the twentieth (20th) day of each month for the term of the Contract.

3.17.3 Special Collection Services - CONTRACTOR shall be responsible for the billing and collection of payments for special collection services such as

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locks for containers, backdoor/side of house service, additional bulk waste collections, etc., Special Collection Services shall be billed in accordance with the Rate structure. Special collection services for current and future CITY facilities shall be provided at the request of the CITY facilities and at the expense of CONTRACTOR.

3.18 DELINQUENT ACCOUNTS

3.18.1 For monthly billing in which CONTRACTOR invoices and collects, an account shall be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. For annual billing, an account shall be delinquent once the due date lapses on the bill. CONTRACTOR may request authorization from the City Administrator or his/her designated representative(s) to stop service; however, the City Administrator or his/her designated representative(s) reserves the right to deny or approve said request.

3.18.2 CONTRACTOR shall be solely responsible for collections from delinquent accounts in which they invoice and collect from other than the CITY.

3.19 DISPOSAL ELEMENT ADJUSTMENT

For all Disposal Rates requested herein, the rates initially established are the maximum amounts that the Contractor may charge. Each year on October 1st during the Contract, the Disposal Rates shall be adjusted upward or downward to reflect the percentage change in the Contract Rate Disposal Fee for permitted haulers and municipalities as published by the Miami-Dade County Department of Solid Waste Management. The initial Disposal Rate adjustment, if any, shall not be considered until October 1, 2022.

In order for CONTRACTOR to receive a disposal rate adjustment, as set forth below, based on a change in the Disposal Charge per ton, CONTRACTOR must provide, in a manner that is acceptable to the CITY, evidence of the change in the Disposal Charge. The CITY shall approve the request in accordance with the generation factors below to be effective on the date of the change in the Disposal Charge at the Designated Disposal Facility.

Residential Collection Service – The Residential Collection Service Monthly Unit Rate includes collection, disposal and processing cost. The Generation factor is broken down into the three following waste streams:

Residential Municipal Solid Waste Generation – 1.4 tons per year per unit
Residential Yard trimmings / Bulk Generation – 1.0 tons per year per unit
Residential Recycling Generation 0.30 tons per year per unit

Disposal and Processing components of the residential rate are based on the following fees:
Miami Dade County Solid Waste Disposal and Transfer Fee $80.58 a ton

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Miami Dade County Bulk Disposal Fee	$66.12 a ton
Recycling Processing Fee	$80.00 a ton

Any increase in these fees will result in a direct pass through of equal percentage to the corresponding disposal or processing unit cost below.

Residential Single Family Unit Rate Curbside

Collection	$21.21 per unit
Solid Waste Disposal	$9.67 per unit
Bulk Waste Disposal	$6.00 per unit
Recycling processing	$2.00 per unit
Total	**$38.88 per unit**

Residential Single Family Unit Rate Alleyway

Collection	$23.99 per unit
Solid Waste Disposal	$9.68 per unit
Bulk Waste Disposal	$6.00 per unit
Recycling processing	$2.00 per unit
Total	**$41.67 per unit**

Multifamily and Commercial Collection Service -The Multifamily Collection Service and the Commercial Collection Service monthly rate includes collection and disposal. The Disposal Rate excluding Compactors is based on the Disposal Charge per ton, the size of the Container, the frequency of Collection, and the "Weight Per Cubic Yard Factor". The Weight Per Cubic Yard Factor" is currently 120 lbs. per cubic yard. Any approved change in the per ton Disposal Charges will result in a corresponding change in the Disposal Rate based on the following

Disposal components of the Multifamily and Commercial Collection rates are based on the following fee:

Miami Dade County Solid Waste Disposal and Transfer Fee	$80.58 a ton

Any increase in this fee will result in a direct pass through of equal percentage to the corresponding solid waste disposal unit rate below.

Multifamily and Commercial Collection Non Compaction Yardage Rate

Collection	$11.09 per cubic yard
Solid Waste Disposal	$4.84 per cubic yard
Total	**$15.93 per cubic yard**

Multifamily and Commercial Collection Compaction Yardage Rate

Collection	$17.89 per cubic yard

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Solid Waste Disposal	$12.09 per cubic yard
Total	**$29.98 per cubic yard**

3.20 ANNUAL RATE ADJUSTMENT

3.20.1 Beginning on June 1, 2023, and annually thereafter, seventy-seven and a half percent (77.5%) of the Collection Rates shall be adjusted upward or downward to reflect any changes in the cost of providing Sanitation Services due to inflation or deflation during the previous year. Specifically, the Collection Rates shall be adjusted by an amount that is equal to the percentage change in the Consumer Price Index - Water and Sewer and Trash Collection Services (CPI-WST), during the most recent twelve (12) consecutive month period (March to March). The Percentage change in the CPI-WST shall be calculated by using the following formula:

PC = CPI-WST1 divided by CPI-WST2, minus 1.0 x 100
Where:

o **PC is the percentage change in the CPI-WST from one calendar year to the next**

o **CPI-WST1 is the index rate for ~~June~~ March of the current year**

o **CPI-WST2 is the index rate for the ~~June~~ March of the previous year**

Notwithstanding anything else contained herein, a single CPI-WST adjustment shall not exceed five percent (5%) for Residential Customers and three percent (3%) for business customers. There shall be no "catch up" adjustment to the rates in future years (i.e., there will not be an adjustment to the Collection Rates in the future to offset or mitigate the effect of the five percent (5%) or three percent (3%) cap in a year when the CPI-WST index exceeded five percent (5%) or three percent (3%)).

Notwithstanding anything else contained herein, there **WILL NOT** be a CPI-WST adjustment to the Collection Rates unless CONTRACTOR delivers a written request for an adjustment to the CITY prior to April 30th of the current year. If CONTRACTOR fails to make a timely request for an adjustment, there shall be no adjustment of the current year. Further, there shall be no "catch up" adjustment to the Collection Rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the CPI-WST decreases during the percentage change period.

3.20.2 CONTRACTOR may petition the CITY to adjust CONTRACTOR's Collection Rates based upon unusual and unanticipated increases in the cost of doing business limited to a change in the law or regulation "Change in Law". Any such request shall be supported by full documentation establishing the increase in the operating costs and the reasons, therefore.

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The CITY shall be entitled to audit CONTRACTOR's request in order to verify the increase in costs and the reasons, therefore.

3.20.2.1 "Change in Law" means (I) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, rule, or judicial decision affecting the contract or any part thereof that was not adopted, promulgated, or modified on or before the date of this Agreement, or (II) the imposition of any material conditions in connection with the issuance, renewal, modification of any permit, license or approval after the date of this Agreement which in the case of either (I) or (II) establishes requirements affecting CONTRACTOR's operation under this Agreement more burdensome than the requirements that are applicable to CONTRACTOR and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers compensation law shall not be a "Change of Law." However, in the event that a federal, state, or local entity imposes a fee, charge or tax after the date of this Agreement that applies to CONTRACTOR's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

3.20.3 CONTRACTOR's REQUEST must be made within one hundred and twenty (120) days of the occurrence of such unusual change or cost and shall contain reasonable proof and justification to support the need for rate adjustment. The City Commission may request from CONTRACTOR, and CONTRACTOR shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Commission shall approve or deny the request, in whole or in part, within sixty days (60) days or receipt of the request and all other additional information required by the City Commission.

3.20. CONTRACTOR shall supply the CITY with such further information as may be reasonably necessary to make the calculations to determine the annual adjustment.

3.20.5 The parties have agreed that the Collection Rates herein shall not be subject to a separate surcharge for fuel increases. Notwithstanding that understanding, the parties have agreed that the actual cost of No. 2 Diesel Fuel shall be considered for an annual adjustment to the Collection Rates herein. Beginning on June 1, 2023, and annually thereafter, twenty-two and a half percent (22.5%) of the Collection Rates shall be adjusted upward or downward to reflect any changes in the actual retail cost of No. 2 Diesel Fuel as published by the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average retail prices of diesel fuel for the "Lower Atlantic" United States on a weekly basis.

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Notwithstanding anything else contained herein, a single fuel adjustment shall not exceed five percent (5%) for Residential Customers and three percent (3%) for business customers. There shall be no "catch up" adjustment to the rates in future years (i.e., there will not be an adjustment to the rates in the future to offset or mitigate the effect of the five percent (5%) or three percent (3%) cap in a year when the No. 2 Diesel Fuel Retail Prices exceeded five percent (5%) or three percent (3%)).

Notwithstanding anything else contained herein, there **WILL NOT** be a fuel adjustment to the Collection Rates unless CONTRACTOR delivers a written request for an adjustment to the CITY prior to April 30th of the current year. If CONTRACTOR fails to make a timely request for an adjustment, there shall be no adjustment of the current year. Further, there shall be no "catch up" adjustment to the Collection Rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the No. 2 Diesel Fuel Retail Prices decrease during any Contract year.

SECTION 4: SCHEDULES AND ROUTES

4.1 SCHEDULES AND ROUTES TO CITY

CONTRACTOR shall submit a proposed route and schedule to be approved by the City Administrator or his/her designated representative(s) no later than ninety (90) calendar days prior to June 1, 2022.

The City Administrator or his/her designated representative(s) reserves the right to deny CONTRACTOR's vehicles access to certain streets, alleys, bridges and public ways, inside the CITY or outside the CITY in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

In the event of a change in residential routes or schedules that will alter the day of Collection, CONTRACTOR shall have said changes approved by the City Administrator or his/her designated representative(s) not less than sixty (60) calendar days prior to the change. In accordance with Section 3.11, of this Contract CONTRACTOR shall bare all expenses for public education in the event of a change in residential routes (i.e., postage, copies, et cetera).

4.2 HOLIDAY PICK-UP SCHEDULE

Solid Waste and Bulk Waste Collection will not occur on Work Days that the Designated Disposal Facility is closed. Collections that would normally occur on Work Days that the Designated Disposal Facility is closed shall occur on the next regularly scheduled solid waste or bulk waste pick up day.

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The CONTRACTOR is not expected to provide service on Christmas Day or on Thanksgiving Day or any day that the designated facility is closed. If a residence is skipped because of Christmas Day or Thanksgiving Day, pick-up will occur on the next scheduled pickup day. Additional garbage may be set out on that day, in sealed plastic bags comparable to one 96-gallon container.

SECTION 5: EMERGENCY SERVICE PROVISIONS

In an emergency event such as a hurricane, tornado, major storm, natural disaster, or other such event, the City Administrator or his/her designated representative(s) may grant CONTRACTOR a variance from regular routes and schedules. Such variances shall be submitted in writing to the City Administrator or his/her designated representative(s), and if requested by the City Administrator or his/her designated representative(s), CONTRACTOR shall furnish a map depicting such routes. CONTRACTOR shall notify the City Administrator or his/her designated representative(s) on a daily basis indicating what portion of each designated route was completed that day. In addition, CONTRACTOR shall notify the City Administrator or his/her designated representative of completion of each route during such event. As soon as practicable after such event, CONTRACTOR shall advise the City Administrator or his/her designated representative(s) when it is anticipated that normal routes and schedules can be resumed.

SECTION 6: CONTRACTOR'S RELATION TO CITY

6.1 CONTRACTOR REPRESENTATIVE

CONTRACTOR shall cooperate with the CITY in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. As such, CONTRACTOR shall have a minimum of three (3) competent and reliable representatives on duty that are authorized to receive orders and to act on behalf of CONTRACTOR. CONTRACTOR agrees that the CITY shall have twenty-four (24) hour access to said representatives via a non-toll call and email from the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with CONTRACTOR's said representatives shall not meet the requirements of this Section.

6.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the City Administrator or his/her designated representative(s), CONTRACTOR is in no respect an agent, servant or employee of the CITY.

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6.3 SUPERVISION OF CONTRACT PERFORMANCE

The City Administrator or his/her designated representative(s) is hereby designated as the public official responsible for the administration of this Contract by the CITY, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR's performance hereunder. CONTRACTOR shall diligently work with the City Administrator or his/her designated representative(s) to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance by the City Administrator or his/her designated representative(s) and their staff. CONTRACTOR shall not be required to comply with instructions or directions from any City official except the City Administrator or his/her designated representative(s) unless such other official has been delegated in writing by the City Administrator or his/her designated representative(s) to perform specified administrative functions under this Contract.

6.4 COMPLAINTS AND MISSED COLLECTION REPORT

CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed collections; the disposition thereof, actions taken to resolve the complaint or missed collection, and the date and time the complaint or missed collection was resolved. CONTRACTOR shall provide the CITY with access to the complaint log to the CITY in the form of a monthly report in Microsoft Excel or in an alternative computer program selected by the CITY at a monthly meeting between the CITY and CONTRACTOR, or upon request by the CITY. The CITY reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to CONTRACTOR. If CONTRACTOR fails to provide the above data or additional data requested by the CITY, the CITY reserves the right to withhold payment for services or impose the liquidated damage provided in Sections 8 and 9.

6.5 QUARTERLY AND ANNUAL OPERATIONS REPORT

CONTRACTOR shall provide to the CITY three (3) quarterly reports and one (1) annual operations report identifying each service, additional service, weigh ticket, etc. as provided for Residential Curbside Service Unit, Multifamily Service Unit, or Commercial Service Unit. Quarterly operation reports shall be submitted to the CITY no later than the fifteenth (15th) day of the months of October, January and April and shall be in the form of an executive summary. Said reports shall be provided in Microsoft Excel format. The annual operations report shall be submitted to the CITY no later than the fifteenth (15th) of July annually. Operational reports shall outline the following information for the preceding month or year as applicable: (1) Count of service units by billing class, (2) Container count by customer class and Container Size/Frequency, (3) Multifamily and Commercial customer report including name, address, container size, collection frequency, and monthly bill amount, (4) list of weight tickets for Solid Waste collected in the CITY including route number, customer

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class, truck type, date, and Solid Waste quantity, (5) summary of Additional Services subject to Franchise Fee provided by CONTRACTOR, and associated revenues obtained, and (6) delinquent accounts list. CONTRACTOR shall maintain the weight tickets from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the CITY. If CONTRACTOR fails to provide the above data or additional data requested by the CITY, the CITY reserves the right to withhold payment for services as provided in the Contract, and such non-compliance may be considered a breach of contract by CONTRACTOR, as provided in this Section 6.9.

6.6 AUDIT AND INSPECTION OF WORK RIGHTS

CONTRACTOR shall, during the term of this Contract, maintain records and accounts of all transactions that result from doing business pursuant to this Contract for the length of the Contract including renewals, utilizing a computerized record-keeping program that is capable of club accounting. Such records shall include complete and legible daily attendance and enrollment records. CONTRACTOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses ("the Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to the CITY monthly, along with documentation of the time period represented by each payment. CONTRACTOR shall maintain a record of addresses served pursuant to this Contract, which shall include the level of service associated with each address. Such books and records shall be made available to CITY for inspection, review and auditing during regular hours on Business Days, with the exception of Holidays, without advance notice.

CONTRACTOR shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to the Contract and upon request make them available to the CITY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CITY to ensure compliance with applicable accounting and financial standards at no cost to the CITY.

6.7 FACILITY INSPECTION RIGHTS

The CITY may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the CITY deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Contract conform to the terms hereof and/or the terms of the solicitation documents, if applicable. CONTRACTOR shall make available to the CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY's representatives.

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6.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the CITY be liable or responsible to CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CITY or CONTRACTOR, or on account of any delay from any cause over which the CITY has no control. CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Contract where such delays or non-performance are caused by events or circumstances beyond the control of CONTRACTOR. CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Contract by CONTRACTOR substantially impossible, CONTRACTOR agrees that the CITY shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Contract price in effect and the costs charged by the successor company. In the event the bond is called, the CITY will first call and use the cash/surety bond posted by CONTRACTOR.

6.9 BREACH OF CONTRACT

If, in the opinion of the City Administrator or his/her designated representative(s), there has been a material breach of Contract, the City Administrator or his/her designated representative(s) shall notify CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Contract. If, within a period of five (5) calendar days from the date of the notice, CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Contract, the City Administrator or his/her designated representative(s) shall so notify the City Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the City Commission. On the date of the hearing, the City Commission shall hear from CONTRACTOR and the City Commission shall make a final determination as to whether or not there has been a breach of Contract and direct what further action shall be taken by the CITY, as hereinafter provided. Pending resolution of the alleged breach, CONTRACTOR shall be governed by the provisions of Section 19.

6.10 TERMINATION FOR CAUSE

If CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the City Commission makes a final determination that a breach has occurred, and if CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the City Commission, the CITY

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may thereupon, by action of the City Commission, declare the Contract terminated and in default within ninety (90) days of said default. Upon such declaration of cancellation or breach, the CITY may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CITY shall pay CONTRACTOR for any payments due for services rendered by CONTRACTOR prior to termination of the Contract. Such cancellation of the Contract shall not relieve CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Contract, and, in case the expense incurred by the CITY in performing or causing to be performed the work and services provided for in said Contract shall exceed the sum which would have been payable under this Contract, then CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the CITY in the amount of any such expenses in excess of the Contract price. The CITY may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by CONTRACTOR to properly perform its obligations under this Contract and it may look to the cash/surety, CONTRACTOR and any guarantor for additional damages. CONTRACTOR's cash/surety or security will not be released until such time as the term of this Contract otherwise expires.

SECTION 7: CUSTOMER RELATIONS

7.1 CUSTOMER SERVICE

CONTRACTOR shall develop a Customer Service Program focusing on elimination of repeated customer complaints/requests.

7.1.1 CONTRACTOR shall provide a local area code number for customer inquiries. Alternatively, the CITY shall forward the Sanitation phone line to CONTRACTOR’s local number which shall be managed by CONTRACTOR.

7.1.2 Customer service must be able to handle Spanish and Creole speakers and announcements

7.1.3 CITY shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or other interruption, nor shall the CITY be liable for any performance deficiencies caused or created by the phone line transfer.

7.1.4 CONTRACTOR will develop a portal that allows the CITY to access any service-related issue.

7.2 OFFICE HOURS

CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious customer relations in the CITY. CONTRACTOR

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agrees that it shall have telephone service via a non-toll call from the CITY. The non-toll telephone service shall be listed in the name in which the company is doing business as CONTRACTOR. The telephone service shall be staffed from 7:00 a.m., EST till 5:30 p.m., EST, Monday through Friday, by CONTRACTOR's employee(s), whom shall be familiar with the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with CONTRACTOR's employee(s) shall not meet the requirements of this Section.

7.3 COMPLAINT HANDLING

In the case of complaints regarding collection service or any related activities, CONTRACTOR will, upon being notified of the complaint, resolve the complaint in a timely manner.

7.3.1 CONTRACTOR will provide for prompt handling of complaints by maintaining an office staff that will receive, record, and handle such complaints. Such staff will be available during the hours of 7 a.m. until 5:30 p.m., Monday through Friday. During after hours, weekends, and holidays, CONTRACTOR must make available a local message service to record citizen complaints.

7.3.2 CONTRACTOR will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The listing and confirmation of resolution of complaints must be submitted to the CITY's Project Manager in a format approved by the CITY on first day of each month.

7.3.3 CONTRACTOR is expected to maintain a log for all complaints and the actual or planned resolution(s). The report format is to be approved by the CITY's Project Manager prior to the award of the contract. **The objective of this section is the resolution of 98% of all complaints within 24 hours of the complaint.**

7.4 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by CONTRACTOR from the CITY or customer before 12:00 p.m., EST, otherwise the missed collection shall be picked up before 3:00 p.m., EST on the next Work Day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by the City Administrator or his/her designated representative(s). If CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Contract, the CITY reserves the right to ensure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, to CONTRACTOR. Late set outs will not be counted as missed collections.

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7.4.1 CONTRACTOR shall refuse to collect residential or commercial waste from a customer if CONTRACTOR believes that the waste is non-conforming e.g.: hazardous, radioactive or biomedical Waste). In such cases CONTRACTOR shall place a Non-Collection notice on the container. At a minimum, the notice shall contain the following information: the issuance date, CONTRACTOR's reason for not providing the service, information advising the customer how to correct the problem, and a telephone number to call if the customer has any further questions. The CONTRACTOR will promptly notify the City Administrator when a non-conforming location is noticed.

7.5 SPILLAGE AND LITTER

CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Garbage Cans, [Garbage Carts,] Containers, Roll-off Containers, caused by the carelessness of the customer; however, CONTRACTOR shall clean up any Solid Waste, Bulk Waste, or other refuse materials including leakage of fluids spilled from Garbage Cans, [Garbage Carts,] Containers, Roll-off Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR’s vehicles or CONTRACTOR's employees. During transport, all Solid Waste shall be contained, covered or enclosed so that leaking, spilling and blowing of the Solid Waste, Bulk Waste, or other refuse materials is prevented. CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR's vehicles or CONTRACTOR’s employees. Said cleanup shall be done at the CONTRACTOR(s) expense within twenty-four (24) hours of the spillage or leakage.

SECTION 8: LIQUIDATION DAMAGES

CONTRACTOR will be assessed liquidated damages as outlined below:

A. If CONTRACTOR proves to be more than two (2) working days (excluding Saturday and Sunday) behind schedule for trash pickup, the CITY reserves the right to charge CONTRACTOR the sum of five hundred dollars ($500) per day for each residential or commercial accounts until CONTRACTOR demonstrates that it is back on schedule. Charges of $250/day will apply for special pick-ups.

B. CONTRACTOR will provide the requested container to each household within three (3) working days of receiving notice from the CITY. Failure of the CONTRACTOR to deliver the container within (3) days will result in liquidated damage of one hundred dollars ($100.00) per day/per household and two hundred and fifty ($250) per day/commercial account.

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C. If a collection is missed and the commercial account or household notifies the CITY, the CITY will notify CONTRACTOR who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. CONTRACTOR will be assessed liquidated damages of one hundred dollars ($100.00) for each missed household pickup and two hundred and fifty ($250) for each commercial pick-up that is not resolved within 24 hours in the form of a deduction from the proceeds due from the CITY. The City Manager or designee will be in charge of assessing liquidated damages.

D. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day that the spillage occurs will result in CONTRACTOR being assessed liquidated damages of fifty dollars ($50) per incident per day.

E. Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the CITY, CONTRACTOR will be assessed at a liquidated damage of fifty dollars ($50) per incident per day.

F. Failure to maintain a collection vehicle or equipment in a clean and sanitarily manner shall resolve in the imposition of an assessment of one hundred dollars ($100) per incident per day.

G. Failure to have a vehicle properly licensed or failure of the operator to carry his license while on duty shall result in a one hundred dollars ($100) assessment per day.

H. Collections outside the hours specified in this agreement, without prior approval of the Project Manager, shall result in a one hundred dollars ($100) assessment per incident per calendar day.

I. If CONTRACTOR mixes recyclables and Garbage, CONTRACTOR may be assessed at a liquidated damage of two hundred fifty dollars ($250) per incident per day.

J. If CONTRACTOR fails to utilize a fleet that fully complies with all vehicle requirements, CONTRACTOR may be assessed at a liquidated damage of one hundred dollars ($100) per incident per day.

K. If CONTRACTOR does not comply with the agreed upon safety plan, CONTRACTOR shall resolve in the imposition of an assessment of two hundred fifty dollars ($250) per incident per day.

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L. If CONTRACTOR's personnel fail to maintain the required behaviors, CONTRACTOR shall resolve in the imposition of an assessment of two hundred dollars ($200) per incident.

M. Failure to provide required reports shall resolve in the imposition of an assessment of one hundred dollars ($100) per incident per day.

SECTION 9: PAYMENT WITHHELD/FORFEIT PRIOR MONTH'S COLLECTIONS

In accordance with express provisions elsewhere contained in this Contract, the CITY may withhold from any payment otherwise due CONTRACTOR, or, CONTRACTOR shall remit such amount as determined necessary to protect the CITY's interest, or, if it so elects, may withhold or retain all or a portion of any monthly payment or CONTRACTOR shall forfeit the prior month's collections on the following:

1) Failure to remit Franchise Fee;

2) Defective work not corrected;

3) CONTRACTOR's failure to carry out instructions or orders of the CITY or its representative;

4) Execution of work not in accordance with the Contract;

5) Failure of CONTRACTOR to make payments to any subcontractor for material or labor;

6) Unsafe working conditions allowed to persist by CONTRACTOR;

7) Failure of CONTRACTOR to provide route schedules, and other reports as required by the CITY;

8) Use of any subcontractors without the CITY's prior written approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the CITY shall not be liable for interest on any delayed or late payment. The CITY's right to withhold payments under this Section will be reasonable in light of the nature of the claim, amount of available insurance and performance bond pursuant to this Contract.

SECTION 10: PERFORMANCE BOND

CONTRACTOR shall furnish to the CITY at CONTRACTOR's own cost, for the initial term and each extension, an irrevocable Performance Bond, in form and content approved

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by the City Attorney and as attached to this Contract as **Exhibit 3** for the faithful performance of this Contract and all of its obligations arising hereunder in the amount of one hundred (100%) percent of the first-year contract value. Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Contract and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. CONTRACTOR shall furnish to the CITY proof of such bond within ten (10) calendar days after the execution of this Contract. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the CITY.

Maintenance of said bond and the performance by CONTRACTOR of all of the obligations under this paragraph shall not relieve CONTRACTOR of liability under the default or breach of contract provisions set forth in this Contract or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default or breach of contract hereunder by CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the CITY against CONTRACTOR for breach of contract, default or damages hereunder.
In the event of a drawdown of the Performance Bond, CONTRACTOR shall fully replenish the Performance Bond within thirty (30) days.

Or

CONTRACTOR shall be required to provide an annually-renewed Performance Bond within ten (10) calendar days after this Contract's anniversary date each year of the Contract. If the value of the contracted work increases, CONTRACTOR shall be required to provide an updated Performance Bond in an amount equal to the new value.

CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guaranty all of the obligations of the CONTRACTOR under this Contract. The form of the guaranty is attached hereto as **Exhibit 3.**

SECTION 11: EQUIPMENT AND PERSONNEL

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR currently owns a fleet of automated trucks, grapple, rear loaders and front end loaders, as more specifically described in Exhibit 5, to perform the services requested herein immediately upon execution of this Contract.

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11.1 VEHICLES AND COLLECTION EQUIPMENT

CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, CONTRACTOR shall have sufficient vehicles, personnel, Containers, and other necessary equipment in order to meet the needs of the CITY.

11.2 DEDICATED EQUIPMENT

Equipment used to provide service pursuant to this Contract shall not mix materials from the Service Area with materials from outside of the Service Area. In the event of a mechanical breakdown, CONTRACTOR may utilize a truck from another municipality with the sole purpose of the continuance of service to the CITY. In the event of such breakdown, CONTRACTOR shall notify the CITY within 12 hours of such event. In the event that the CONTRACTOR mixes material (except as stated above), the CITY reserves the right to retain funds from its payment to the CONTRACTOR or require the CONTRACTOR to forfeit the prior month's collection consistent with this Contract.

11.3 RESIDENTIAL EQUIPMENT

Within two (2) years of the effective date of this Contract, CONTRACTOR shall purchase four (4) new and unused, automated side load trucks and one (1) new and unused, rear-load truck equipped with dual cart tippers, to be used to perform both garbage and recycling services within the CITY pursuant to the Residential Curbside Collection Service as defined herein.

11.4 COMMERCIAL EQUIPMENT

Within two (2) years of the effective date of this Contract, CONTRACTOR shall purchase four (4) new and unused, front load trucks to be used for Commercial and Multifamily Collection Services and Commercial and Multifamily Solid Waste Collection Services as defined herein.

11.5 EQUIPMENT IN GOOD REPAIR

CONTRACTOR shall use Collection vehicles, one (1) per route, and recently painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, using pneumatic tires. The average age of the Fleet of CONTRACTOR's Collection vehicles shall not exceed seven (7) years old. All vehicles shall be equipped with operational radio transceiver capable of communicating with CONTRACTOR's dispatch from anywhere in the CITY. CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to

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be maintained in reasonable, safe, and aesthetically pleasing working condition, in the CITY's opinion.

11.5.1 Collection vehicles shall be painted uniformly in color, with the name of the CONTRACTOR and must include a North Miami Beach logo appropriately sized and placed as approved by the CITY, the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, Containers, Roll-offs or any other equipment servicing the CITY. The CONTRACTOR is required to keep Collection vehicles and Containers cleaned and painted to present a pleasing appearance.

11.5.2 Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1.5"), or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the Designated Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

11.5.4 Collection vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from CONTRACTOR's Collection vehicle for any reasons, it shall be picked up immediately. Each Collection vehicle shall have a fork and broom for this purpose.

11.6 CONTRACTOR'S PERSONNEL

CONTRACTOR shall assign at least one (1) qualified person or persons to be in charge of its operations within the CITY and shall give the name or names of the CONTRACTOR's representatives to the CITY. CONTRACTOR shall also provide information regarding the experience of CONTRACTOR's representatives. CONTRACTOR shall adhere to the following requirements:

11.6.1 Each driver shall, at all times, carry a valid Florida Driver's license for the type of vehicle they are driving.

11.6.2 All employees and contractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR under its sole discretion and not an employee, contractor, or agent of the CITY. CONTRACTOR shall supply competent and physically capable employees and contractors to the CITY. The CITY may require CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the CITY.

11.6.3 The direction and supervision of Collection and disposal operations shall be by competent, qualified and sober personnel, and CONTRACTOR shall

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devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the CITY. All Sub CONTRACTORs, subconsultants, superintendents, foremen and workmen employed by CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and Subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR's company name or logo and the name of the shirt bearer, and appropriate footwear.

11.6.5 All employees used by CONTRACTOR during the term of the Contract shall be of a standing or affiliation that will permit CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance , interference of delay to any work or service rendered to the CITY or by the CITY and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. CONTRACTOR shall see to it that his employees serve the public in a courteous, helpful and impartial manner. CONTRACTOR shall furnish the CITY with a current roster of employees on the first (1st) Business Day of every month for the term of the Contract.

11.6.6 CONTRACTOR's employees shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. No employee shall meddle with property that does not concern him. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying Garbage Cans, Garbage Carts, or Roll-offs, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

11.7 SUBCONTRACTORS / SUBCONTRACTUAL RELATIONS

If CONTRACTOR will cause any part of this Contract to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by CONTRACTOR.

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A. CONTRACTOR, before making any subcontract for any portion of the services, will state in writing to the CITY the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the CITY may require. The CITY will have the right to require CONTRACTOR not to award any subcontract to a person, firm or corporation disapproved by the CITY.

B. Before entering into any subcontract hereunder, the CONTRACTOR will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract

C. In order to qualify as a subcontractor satisfactory to the CITY, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the CITY that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the CITY that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.

D. The CITY shall have the right to withdraw its consent to a subcontract if it appears to the CITY that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Contract. All subcontractors are required to protect the confidentiality of the CITY and CITY's proprietary and confidential information. CONTRACTOR shall furnish to the CITY copies of all subcontracts between CONTRACTOR and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the CITY permitting the CITY to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the CITY finds CONTRACTOR in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the CITY to any subcontractor hereunder as more fully described herein.

SECTION 12: WORKING CONDITIONS

12.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

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12.2 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

CONTRACTOR agrees that it shall not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Contract.

12.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

12.4 FAIR LABOR STANDARDS ACT

CONTRACTOR is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 13: E-VERIFY

CONTRACTOR acknowledges that the CITY may be utilizing CONTRACTOR's services for a project that is funded in whole or in part by State funds pursuant to a contract between the CITY and a State agency. CONTRACTOR shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by CONTRACTOR during the Agreement term. CONTRACTOR is also responsible for e-verifying its subcontractor, if any, pursuant to any agreement between the CITY and a State Agency and reporting to the CITY any required information. CONTRACTOR acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

SECTION 14: SCRUTINIZED COMPANIES

CONTRACTOR must certify that the company is not participating in a boycott of Israel. CONTRACTOR must also certify that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. CONTRACTOR must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made

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in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 15: INSURANCE

CONTRACTOR shall maintain and carry in full force during the Term the insurance required herein. Upon CITY's notification, CONTRACTOR shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

15.1 **Worker's Compensation Insurance** for all employees of CONTRACTOR as required by Florida Statute 440. Should CONTRACTOR be exempt from this Statute, CONTRACTOR and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONTRACTOR shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

15.2 **General Liability Insurance** on a comprehensive basis in an amount not less than $1,000,000 per person, including a waiver of subrogation against the CITY $2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

15.3 **Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person, including a waiver of subrogation against the CITY and $2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of CONTRACTOR. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the CITY's Risk Management Division. Certificates of Insurance must indicate that for any

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cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the CONTRACTOR hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the CITY.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve CONTRACTOR of this liability and obligation under this section or under any other section in the Contract. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after CITY notification to CONTRACTOR to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the CITY. If CONTRACTOR fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after CITY notification to comply, CONTRACTOR shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the CITY. CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the CITY. If insurance certificates are scheduled to expire during the contractual period, CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the CITY may, at its sole discretion, terminate this contract.

SECTION 16: PROPERTY DAMAGE

CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of collection service and caused by the CONTRACTOR or the CONTRACTOR's representative. CONTRACTOR shall notify the City Administrator or his/her designee immediately of any reports by residents or CONTRACTOR employees of property damage.

SECTION 17: INDEMNIFICATION

To the extent of its negligence or other fault, CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as

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"Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or any of its subcontractors, as provide above, for which Contractor's liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. Nothing herein is intended to serve as a waiver of sovereign immunity by any party entitled thereto nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this agreement or any other contract. The City of North Miami Beach is a State political subdivision as defined in Section 768.28, Florida Statutes.

SECTION 18: ASSIGNMENT OF CONTRACT; NON-TRANSFERABILITY

This Contract, or any portion or interest herein, shall not, under any circumstances, be assigned, transferred or otherwise encumbered by CONTRACTOR without the express, written consent of the CITY and assumption of all terms and conditions set forth in this Contract by the assignee or transferee.

18.1 CONTRACTOR shall not sell or otherwise dispose of any assets that negatively affect the CONTRACTOR's performance of the CITY's pickup or disposal of Solid waste during the term of this Contract, without the express, written consent of the CITY. The CITY has the sole discretion to determine whether CONTRACTOR's ability to perform its obligations under this Contract has been affected or impaired by such sale or disposition of assets.

18.2 For purposes of this Contract, any transaction that results in CONTRACTOR being purchased by, or merged with, another corporate entity shall constitute a non-permitted assignment and subject CONTRACTOR to the Breach, Termination or default provisions of this Contract.

SECTION 19: OPERATIONS DURING DISPUTE

19.1 In the event that any dispute, arises between the CITY and CONTRACTOR relating to this Contract performance or compensation hereunder, CONTRACTOR shall continue to render service and receive compensation in full compliance with all

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terms and conditions of this Contract as interpreted, in good faith, by CITY, regardless of such dispute

19.2 CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Contract, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Miami Dade County, Florida in an appropriate suit therefore instituted by it or by the CITY.

19.3 Notwithstanding the other provisions in this Section, the CITY reserves the right to terminate this Contract at any time whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade or is in material breach of this Contract, after CITY provides written notice to CONTRACTOR pursuant to the terms of this Contract and CONTRACTOR fails to cure such performance problem within five (5) days, or if such problem cannot be cured in such time, fails to take steps to cure same in a reasonable time as determined by the nature of the problem. Upon termination, the CITY may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the CITY by a collection firm engaged for the balance of the Contract period.

SECTION 20: ORDINANCE

Nothing contained in any City ordinance hereafter adopted, pertaining to the Collection of Solid Waste, shall in anyway be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of CONTRACTOR in the performance of the terms of this Contract, unless it is agreed to in writing by both CONTRACTOR and the CITY and this Contract is amended accordingly.

SECTION 21: AMENDMENTS

Amendments in writing which are consistent with the purposes of this Contract may be made with the mutual consent of the CITY and CONTRACTOR.

SECTION 22: MODIFICATIONS TO THE CONTRACT

22.1 The CITY shall have the power to make changes in this Contract as the result of changes in law, City Code or both to impose new rules and regulations on CONTRACTOR under this Contract relative to the scope and methods of providing Collection services as shall from time-to-time be necessary and desirable for the public welfare. The CITY shall give CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of CONTRACTOR.

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22.2 The CITY and CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. CONTRACTOR agrees that the terms and provisions of City Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Contract and the customers of CONTRACTOR located within the Service Area. In the event any future change in the City Code materially alters the obligations of CONTRACTOR, then the Collection charges established in this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, the CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Contract under this Section. The CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Contract shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Miami-Dade County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District and City laws, statutes, codes, rules and regulations. CONTRACTOR and its cash/surety shall indemnify, defend and hold harmless the CITY, its City Commission, its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders or decrees, whether by itself or its employees. CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

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SECTION 26: SAVINGS CLAUSE

Should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the CITY, such provisions, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company. corporation, individual or firm, other than a bona fide employee, agent, consultant or lobbyist working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

27.2 NO WAIVER

No waiver by the CITY of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The rights and remedies created by this Contract are cumulative and are not intended to be exclusive. The use of one remedy under this Contract shall not be taken to exclude or waive the right or use of another and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Contract had the opportunity to be represented by legal counsel in the preparation of this Contract and, accordingly, the rule that a Contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

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SECTION 29: MISCELLANEOUS

29.1 RECORDS

CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Contract. Upon providing reasonable notice, such books and records shall be available at all reasonable times for examination and audit by the CITY and its representatives and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the CITY of any fees or expenses based upon such entries.

29.2 MODIFICATION

This Contract, including Exhibits, constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION 30: PUBLIC RECORDS LAW

Pursuant to Florida Statute Section 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record CONTRACTOR agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.

2. Upon request from the City Clerk, provide the City of North Miami Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the Contract, transfer, at no cost to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR

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transfers all public records to the CITY, upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from City Clerk, or his/her designee, in a format that is compatible with the information technology systems of the CITY.

5. **CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

SECTION 31: FORCE MAJEURE

Force Majeure -The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence, except as spelled out elsewhere in this contract. Force Majeure shall mean:

a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance or epidemics and pandemics.

b) The order or judgment of any Federal, State or Local Courts administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure

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to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party.

c) The failure to issue, suspension, termination, interruption, denial, or failure or failure of renewal of any permit or approval essential to the operation of CONTRACTOR's business which is not the product of willful misconduct or negligent action or inaction of the party relying thereon;

As a condition precedent to the right to claim excuse of performance, the party experiencing the Force Majeure shall:

a) promptly notify the other party verbally; and
b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of:
   (1) the commencement of the Force Majeure event,
   (2) its estimated duration impact on the party's obligations, under this Contract.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Contract. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

SECTION 32: NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by National Overnight Delivery Service , addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

AS TO CITY:

City Administrator
City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Florida 33162

City Attorney
City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Florida 33162

AS TO CONTRACTOR: John Casagrande
Coastal Waste & Recycling

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1840 NW 33rd Street
Pompano Beach, Florida 33064

SECTION 33: PIGGYBACKING

In the event that another governmental entity desires to piggyback onto this Contractor solid waste generated within Broward County or Dade County, the entity must receive written prior approval from the CITY's Chief Procurement Officer as a prerequisite for eligibility to access this Contract's Rates, and terms and conditions. If an entity receives approval to piggyback this Agreement, CONTRACTOR shall pay the CITY, in an amount equal to 2% of the residential revenues net of disposal and any fees and 1% of all non-residential revenues generated net of disposal and any fees by the piggyback agreement to the CITY. CONTRACTOR shall pay this revenue to the CITY monthly no later than the 15th day of the month following the end of each month.

Additionally, CONTRACTOR shall the submit the required 2% separately from any fees owed to the CITY.

CONTRACTOR shall provide the CITY with reports of the Revenue and Expense Financial Statement representing the financial results of CONTRACTOR with respect to services provided to another governmental entity as a result of another governmental entity piggybacking this Contract.

SECTION 34: TRANSITION PLAN

The CONTRACTOR shall be responsible for the removal and delivery of containers, roll-offs, etc. as required by a transition. The CONTRACTOR shall provide a facility whereby the previous collection contractor's containers, roll-offs, etc. will be stored during the transition. CONTRACTOR shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous collection contractor shall be responsible for removal and transportation of said container, roll-off, etc. at their sole expense.

By March 1, 2022, CONTRACTOR shall provide the CITY a transition plan that describes the following:

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- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach including equipment, personnel, and schedule, for delivering containers to residents.
- Describe how the delivery of carts, dumpsters and roll-offs will be conducted in coordination with removal or use of existing carts, dumpsters and roll-offs.
- Overall schedule for the transition

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SECTION 35: ADDITIONAL CONTRACTOR OBLIGATIONS

CONTRACTOR shall provide the CITY with One Hundred Thirty Thousand and 00/100 Dollars ($130,000.00) annually during each year of this Contract, including any extension or renewal periods in order to fund a Contract Administrator position at the CITY. The Contract Administrator shall be selected and employed by the CITY in the CITY's sole discretion. The annual compensation for the Contract Administrator position shall be payable within ninety (90) days of this Contract's execution date and within ninety (90) days on the anniversary date of this Contract every year for so long as the Contract is in force and effect. The Contract Administrator shall not be considered an employee or representative of CONTRACTOR.

Within six (6) months of the execution of this Contract, CONTRACTOR shall provide the CITY with one (1) new and unused, Ford F-150 or a truck with similar salient characteristics as a Ford F-150, to be used by the CITY's Contract Administrator.

CONTRACTOR shall provide the CITY with One Hundred Sixty-Five Thousand and 00/100 Dollars ($165,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's Neighborhood Clean-up Team. The annual compensation for the Neighborhood Clean-up Team shall by payable within ninety (90) days of this Contract's execution date and within ninety (90) days on the anniversary date of this Contract every year for so long as the Contract is in force and effect.

CONTRACTOR shall provide the CITY with Sixty Thousand and 00/100 Dollars ($60,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's scholarships and CITY community initiatives. The annual compensation for scholarships and CITY community initiatives shall be payable on the anniversary date of this Contract for so long as the Contract is in force and effect.

CONTRACTOR shall provide the CITY with Fifty Thousand and 00/100 ($50,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's Emergency Utilities and Rental Assistance Program. The annual compensation for the Emergency Utilities and Rental Assistance Program shall be payable on the anniversary date of this Contract for so long as the Contract is in force and effect.

The failure of CONTRACTOR to pay amounts to CITY under the terms of this Contract within five (5) calendar days after such amounts become finally due and payable shall be considered a Material Breach or Material Default in the performance of any covenant or obligation of CONTRACTOR and therefore shall be grounds for termination of this Contract.

SECTION 35: LIVING WAGE

CONTRACTOR agrees to provide a Living Wage to its employees as set forth in Section 5-3.2 "Living Wage" of the City's Code of Ordinances.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

CONTRACTOR
COASTAL WASTE & RECYCLING

By: DocuSigned by: C9D9D0BB3EA8410...
Brendon Pantano, CEO

Date: 3/21/2022

Attest: _____
Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: DocuSigned by: 7C6554BD55C1455...
Arthur H. Sorey, III
City Manager

Date: 3/25/2022

Attest: DocuSigned by: 82061E5383C142E...
Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:

DocuSigned by: 6AED85D504E748A...
Hans Ottinot, Interim City Attorney

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Exhibits

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Exhibit 1
Rates

Residential Waste Collection Disposal / Hauling Front Curbside

Twice a Week Garbage, Every other Week Recycling, Once a Month Bulk

Single Family 96g cart
Duplex 96g cart
Triplex 96g cart
Quadplex 96g cart

Collection	$21.21
MSW Disposal	$ 9.67
Bulk Waste Disposal	$ 6.00
Recycling Processing	$ 2.00
Franchise Fee 15%	$ 5.84
Total Curbside Rate	**$44.72**

2nd Cart Monthly Service Fee	
Collection	$ 5.33
MSW Disposal	$ 9.67
Franchise Fee 15%	$ 2.25
Total 2nd Cart Curbside Rate	**$17.25**

Residential Waste Collection Disposal / Hauling Front Curbside & Alleyways

Twice a Week Garbage, Every other Week Recycling, Once a Month Bulk

Single Family 96g cart
Duplex 96g cart
Triplex 96g cart
Quadplex 96g cart

Collection	$23.99
MSW Disposal	$ 9.68
Bulk Waste Disposal	$ 6.00
Recycling Processing	$ 2.00
Franchise Fee 15%	$ 6.25
Total Alley Service Rate	**$47.92**

2nd Cart Monthly Service Fee	
Collection	$ 5.33
MSW Disposal	$ 9.67
Franchise Fee 15%	$ 2.25
Total 2nd Cart Alley Service Rate	**$17.25**

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Multi-Family and Commercial Collection Service

Multi-Family Container Service Non-Compacted Rate per Yard	
Solid Waste Collection Service	$11.09
MSW Disposal	$ 4,84
Franchise Fee 17%	$ 2.71
Solid Waste Fee 10%	$ 1.60
Total Multi-Family Non-Compacted Rate per yard	**$20.24**

Multi-Family Container Service Compacted Rate per Yard	
Solid Waste Collection Service	$17.89
MSW Disposal	$12.09
Franchise Fee 17%	$ 5.10
Solid Waste Fee 10%	$ 3.00
Total Compacted Rate per yard	**$38.08**

Commercial Container Service Non-Compacted Rate per Yard	
Solid Waste Collection Service	$11.09
MSW Disposal	$ 4,84
Franchise Fee 25%	$ 3.98
Solid Waste Fee 10%	$ 1.60
Total Commercial Non-Compacted Rate per yard	**$21.51**

Commercial Container Service Compacted Rate per Yard	
Solid Waste Collection Service	$29.98
MSW Disposal	$12.09
Franchise Fee 25%	$ 7.50
Solid Waste Fee 10%	$ 3.00
Total Commercial Compacted Rate per yard	**$40.48**

Commercial Cart Charges once a week	
Collection	$23.99
MSW Disposal	$17.68
Franchise Fee 25%	$10.42
Solid Waste Fee 10%	$ 4.17
Total Monthly Fee	**$56.26**

Commercial Cart Charges Twice a week	
Collection	$34.64
MSW Disposal	$35.36
Franchise Fee 25%	$17.50
Solid Waste Fee 10%	$ 7.00
Total Monthly Fee	**$ 94.50**

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Recycling Services

Condominium and Apartments, Once a week

65-gallon cart, Monthly	**$50.00**

Containerized rate per yard

Rate Per yard	**$7.00**

Roll Off

Open Top

20 cubic yards,
30 cubic yards
40 cubic yards

Per Pick up	$325.00
Franchise Fee 25%	$ 81.25
Solid Waste Fees 10%	$ 32.50
Rate Per Pick up	**$438.75***

***Does not include disposal cost**

Compactor

15 cubic yards
20 cubic yards
30 cubic yards
40 cubic yards

Per Pick up	$325.00
Franchise Fee 25%	$ 81.25
Solid Waste Fees 10%	$ 32.50
Rate Per Pick up	**$438.75***

***Does not include disposal cost**

Extra Services

Special Bulk Trash Pick up	$24.00 per yard
Extra Garbage Pick up 96 gallon cart	$25.00 per pick up
Extra Garbage Pick up Commercial	$20.00 per yard
White Goods Pickup	No charge

Prices do not include 25% Franchise Fee and 10% Solid Waste Fee

Rates are subject to change per section 3.21 of the Contract.

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Exhibit 2
CITY Facilities

FEL Dumpsters				
Facility	**Address**	**# of Cont**	**# of PU**	**Cuyd**
CITY Hall	17011 NE 19 Ave	1	6	4
Deleonardis Youth Center	1770 NE 162 St	1	2	4
Fleet	1965 NE 151 St	1	3	2
Highland Village Community Center	13661 NE 21 Ave	1	4	96 Gallon
Facility	**Address**	**# of Cont**	**# of PU**	**Cuyd**
McDonald Center	17011 NE 19 Ave	1	6	4
Mishcon Field	16601 NE 15 Ave	1	5	6
NMB Library	1601 NE 164 St	1	5	2
Operations Center	2101 NE 159 St	1	2	2
Police Department	16901 NE 19 Ave	1	3	3
PSA	17050 NE 19 Ave	1	3	4
Norwood Water Plant	19150 NW 8 Ave	1	2	8
Solid Waste	1965 NE 151 St	1	2	4
Tennis Center	16851 W Dixie Hwy	1	2	4
Uleta Community Center	16880 NE 4 Ave	1	4	2
Washington Park Community Center	15290 NE 15 Ct	1	2	2
Wastewater	17820 NW 29 Ct	1	1	2
Roll Offs				
Fleet	1965 NE 151 St	1	As Needed	30
Operations Center	2101 NE 159 St	2	3	40
		2	3	20
Solid Waste	1965 NE 151 St	1	As Needed	30
Recycling				
CITY Hall Drop Off Center	17011 NE 19 Ave	4	2	4
Eastern Shores Drop Off Center	3501 NE 163 St	4	2	8
NMB Library	1601 NE 164 St	8	1	65 Gallon
Police Department	16901 NE 19 Ave	5	1	65 Gallon
PSA	17050 NE 19 Ave	5	1	65 Gallon

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EXHIBIT 3

PERFORMANCE BOND

DocuSign Envelope ID: DA821FE9-3E59-4732-B6D4-9597479F0F8E

EXHIBIT 4
E-VERIFY CERTIFICATION

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 CONTRACTOR to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by CONTRACTOR to perform work pursuant to the Contract.

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.

CONTRACTOR'S Name: Coastal Waste & Recycling

Authorized Company Person's Signature: DocuSigned by: C9D9D0BB3EA8410...

Authorized Company Person's Title: Brendon J. Pantano, CEO

Date: 3/21/2022

DocuSign Envelope ID: DA821FE9-3E59-4732-B6D4-9597479F0F8E

EXHIBIT 5

CONTRACTOR'S EQUIPMENT LIST

Current Equipment Available

Year	Make	Model	
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2019	Mack	ASL	LR613SL
2018	MACK	ASL	LR613
2018	MACK	ASL	LR613
2018	MACK	ASL	LR613
2021	MACK	ASL	LR64R-SL
2018	MACK	ROLL OFF	GU813 800
2019	MACK	ROLL OFF	GR64B
2018	MACK	ROLL OFF	GU813
2007	MACK	ROLL OFF	
2015	PETERBILT	ROLL OFF	
2016	PETERBILT	ROLL OFF	

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2016	PETERBILT	ROLL OFF	GU813
2021	MACK	ROLL OFF	GR64B
2004	Mack	REL	MR688S
2005	Mack	REL	MR688S
2007	STERLING	REL	
2018	Mack	FEL	MRU613
2018	PETERBILT	FEL	F/L
2018	PETERBILT	FEL	520
2006	MACK	FEL	MR
2019	PETERBILT	FEL	520
2009	MACK	FEL	
2016	MACK	FEL	MR
2016	MACK	FEL	
2018	PETERBILT	FEL	
2018	PETERBILT	FEL	
2019	PETERBILT	FEL	
2020	PETERBILT	FEL	PETE 520
2021	FREIGHTLINER	CONT DEL	M2-106
2009	HINO	CONT DEL	268
2003	FORD	FIELD SUPP	BOX TRUCK
2016	MACK	GRAPPLES	
2015	GMC	PICKUPS	SIERRA1500
2015	GMC	PICKUPS	SIERRA1500
2016	GMC	PICKUPS	SIERRA1500
2015	GMC	PICKUPS	2500
2016	DODGE	FIELD SUPP	3500

Consent Agenda
9.19.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-126 Approving the Safety Action Plan (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Safety Action Plan

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE SAFE ACTION PLAN FOR TRANSPORTATION SYSTEM SAFETY; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach (the "City") desires to enhance traffic safety for its residents and visitors; and

WHEREAS, to that end, in 2023, the City passed resolution number R2023-46, setting the goal of zero traffic related fatalities by 2050 ("Vision Zero"); and

WHEREAS, in order to effectuate Vision Zero, the City seeks to adopt the Safe Action Plan, substantially in the form attached as Exhibit "A," hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, that:

Section 1. The aforementioned recitals are true and correct.

Section 2. The City hereby adopts the Safety Action Plan substantially the form attached hereto as Exhibit "A."

Section 3. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and Interim City Manager without further process.

Section 4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 5. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

VISION ZERO

City of North Miami Beach

SAP

Safety Action Plan

NMB

DRAFT DOCUMENT (AUGUST 2025)

Acknowledgements

Special acknowledgment to the people of North Miami Beach.

City of North Miami Beach

Mayor and City Commissioners
Community Redevelopment Agency
Communications
Community Development
Library
Parks and Recreation
City Manager
Police
Public Works

Agency Partners

Miami-Dade Transportation Planning Organization
Florida Department of Transportation - District 6
City of North Miami

Prepared for.

City of North Miami Beach
NMB

Prepared by.

WGI®

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Introduction

The loss of even one life on our streets is unacceptable. This document is the Vision Zero Safety Action Plan for the City of North Miami Beach and reflects the City's unwavering commitment to designing and planning a transportation system where safety is prioritized.

What is Vision Zero?

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all users. The heart of Vision Zero is that loss of life is not acceptable on our roadways. It acknowledges that many factors contribute to safe mobility, including roadway design, speeds, human behaviors, environmental factors, technology and policies. Therefore, it utilizes a multidisciplinary approach that brings together different stakeholders and strategies to address the complex problem of fatal and serious injury crashes. Vision Zero requires eliminating the focus on changing individual behavior and instead accepting shared responsibility for putting a safe system in place for all road users.

Vision Zero begins with setting clear goals and guiding principles to achieve the shared goal of zero fatality and severe injury crashes. The City of North Miami Beach (NMB) passed **resolution number R2023-46, setting the goal of zero traffic-related fatalities by 2050** and adopting an action plan to prioritize innovative strategies and technologies to enhance safety. This project is funded by the City of North Miami Beach and the United States Department of Transportation (USDOT) Safe Streets for All (SS4A) grant program.

Vision Zero is based on the Safe System Approach, which is a proactive strategy to reduce severe injuries and fatalities from traffic crashes and considers the interconnectedness of road safety and addresses all aspects of the transportation system.

Within the city limits of North Miami Beach ***24 traffic fatalities*** were reported between 2019 and 2023. This includes all jurisdictions operating within the city limits extending beyond the North Miami Beach Police Department. The study area comprised of all roadways within the municipal boundary of the City. Within the five-year study period, fatalities peaked in 2019, with six (6) occurring in a five-month time span. In total, there were ten (10) fatalities in 2019, three (3) fatalities in 2020, five (5) in 2021, two (2) in 2022, and four (4) in 2023. Within the study period and following the peak in fatalities in 2019, there was an average of 3.5 fatal crashes per year. While 2024 was not part of the study period for data collection, there were seven (7) documented fatalities within the city in 2024, representing a new five-year high for the city. As made evident by the crash data, fatal crashes are a major safety concern for the city. Crashes are not only a safety concern, but a major cost to the public as well. The total estimated cost of all crashes (7,851) occuring within the city limits for the five (5) year analysis period utilizing Florida Department of Transportation (FDOT) crash costs was estimated at $572.3 million dollars (Table 122.6.2 from FDOT Design Manual, 2025). **Figure 1** shows the five-year summation of fatal and serious injury crashes that occurred in the City of North Miami Beach by mode, from 2019 to 2023.

Figure 1: Fatal & Severe Injury Crashes by Mode

Source: Signal4analytics.com

Safe System Approach

The Safe System Approach has been adopted by the USDOT and transportation community as an effective strategy to address and mitigate the risks in our complex transportation system. It works by taking a holistic approach of the multiple layers involved in traffic related crashes and providing a guiding framework to make transportation networks safer for all users. **Figure 2** is a visual representation of the pieces that make up the Safe System Approach.

Figure 2: Safe System Approach Countermeasures

The key principles of the Safe System Approach are:

1. Death and serious injuries are unacceptable;
2. Design for human mistakes and limitations;
3. Reducing system kinetic energy;
4. Sharing responsibility; and
5. Proactively identifying and addressing risks based on crash histories.

Source: U.S. Department of Transportation (2025)

Under the Safe System Approach, death and serious injuries are unacceptable and the elimination of crashes that result in death and serious injuries should be prioritized. It is understood that people will make mistakes that can lead to crashes, but the transportation system can be designed to accommodate certain types and levels of mistakes to avoid death and serious injuries.

Human bodies are vulnerable and have physical limits for tolerating crash forces; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates these vulnerabilities. The responsibility for preventing fatalities and serious injuries should be

shared between government at all levels, the transportation industry, non-profit and advocacy groups, researchers, and the general public. In order to reach the goal of zero fatal crashes, proactive tools need be used to address safety issues. All parts of the transportation system should be strengthened to reduce risks.

Crashes & Why They Happen

Traffic crashes are caused by a variety of factors but the most common contributing factor to traffic crashes is human behavior. Distracted driving, speeding, driving under the influence, reckless driving, drowsy driving, inexperienced drivers, and improper turns and lane changes are examples of human behavior that could contribute to a crash. Fatal and serious crashes, like the one shown in **Figure 3**, not only hurt the people involved in the crash but have impacts to the transportation network and surrounding communities. Addressing these behaviors through enforcement, education, and roadway design is critical to improving safety and reducing preventable crashes on our streets.

According to a 2018 report by the National Highway Traffic Safety Administration (NHTSA), 94% of crashes were attributed to drivers. Of these crashes, 41% were attributed to recognition error, 33% were attributed to decision error, and 11% were attributed to performance error. Recognition error refers to driver inattention, internal and external distractions and inadequate surveillance of surroundings. Decision errors are defined as driving too fast for conditions, driving too fast for a curve, false assumptions of others' actions, performing an illegal maneuver and misjudging traffic gaps or others' speed.

Environmental factors could also contribute to a traffic crash and include factors such as visibility issues, road conditions and weather. Specific examples of environmental factors contributing to traffic crashes include slick roads, glare, view obstructions, fog, rain or snow. Roadway infrastructure design factors contributing to crashes include poor or inadequate signing, and confusing intersections or signals. Road conditions contributing to crashes include potholes, uneven surfaces, and debris on the roadway.

Figure 3: Crash on NE 163rd St and Biscayne Blvd

Source: CBS Miami

North Miami Beach Vision Zero

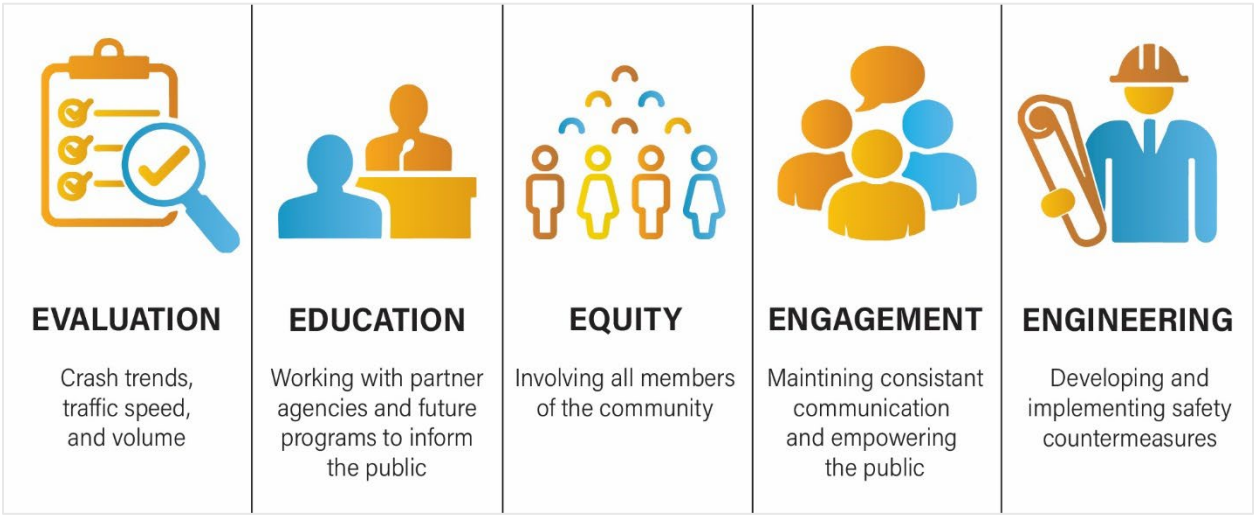
Purpose of the Action Plan

The overarching purpose of the North Miami Beach Vision Zero Safety Action Plan is to eliminate traffic fatalities within the City of North Miami Beach by 2050. In 2023, the City Commission adopted a resolution (Resolution No. R2023-46) to commit to achieving zero traffic related fatalities by 2050. While reducing traffic fatalities sits at the top of this Vision Zero Safety Action Plan's goal, the city is also interested in utilizing the Safety Action Plan as a guiding document to address speeding and dangerous driving behavior. As such, the two-part goal of this Safety Action Plan is to 1) reduce traffic fatalities to zero by 2050, and 2) address speeding and dangerous driving behavior within the city.

Guiding Principles

To achieve the goals discussed above, the Safety Action Plan has adopted five (5) major guiding principles, as shown in **Figure 4**. The guiding principles for the Vision Zero Safety Action Plan are defined in Resolution 2023-46 as follows: Evaluation, Education, Equity, Engagement, and Engineering.

Figure 4: The Five Guiding Principles



Source: City of North Miami Beach Resolution 2023-46

- **Evaluation** refers to the process of reviewing historical crash data for trends and key takeaways. For the purpose of this Vision Zero Safety Action Plan, the crash history evaluation involved the review of five (5) years of crash data, from 2019 to 2023, within the city boundaries. Additionally, traffic volume and speed data were collected on 27 city-maintained roadways identified as having historical speed-related issues.
- **Education** is a significant pillar of the plan, requiring both public engagement, stakeholder coordination, and equity/inclusion. Education involves spreading awareness and knowledge about safety to the public, and the development of a greater safety culture within the city

related to traffic, roadway, and pedestrian safety. For the development of this Vision Zero Safety Action Plan, engagement events were attended throughout the city to dually collect information and to also educate the public. Traffic safety education can vary broadly between media campaigns, hosting public events, training, and partnering with other agencies.

- **Equity** represents the cross collaboration, inclusion, and targeted engagement to create a plan that is representative of the city's diverse residents. For the development of this Vision Zero Safety Action Plan, multilingual materials were created for accessibility and specific community events were attended in order to capture engagement data that is representative of the residents. Additionally, equity was built into the prioritization criteria by including community hubs (churches, parks, community centers, and schools) and the Community Redevelopment Agency limits as locations where projects are prioritized.
- **Engagement** represents the maintained communication and empowerment of the public. For the development of this Vision Zero Safety Action Plan, the following engagement activities were conducted: project website, surveys, interactive activities at community events, the development of a multidiscipline task force, and meetings with city staff and elected officials.
- **Engineering** represents the construction-oriented interventions that will be identified as part of the project, cumulatively building upon the findings and work resulting from the other four guiding principles. These interventions, referred to as countermeasures, are identified by the Federal Highway Administration (FHWA) as proven construction projects that improve safety. For the development of this Vision Zero Safety Action Plan, FHWA proven countermeasures are utilized in the Action Plan.

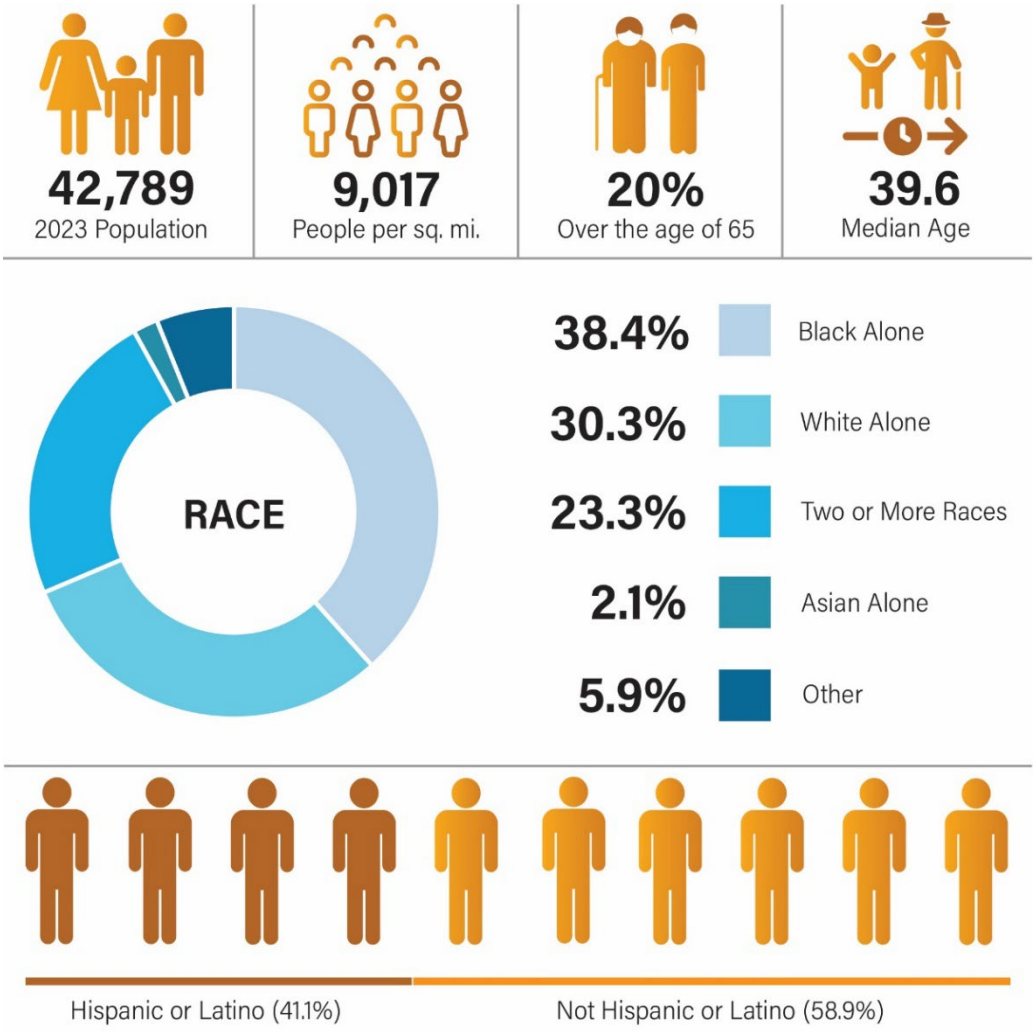
The North Miami Beach Vision Zero Safety Action Plan sets a bold and comprehensive framework to eliminate traffic fatalities and address unsafe driving behavior in North Miami Beach, guided by the core principles of Evaluation, Education, Equity, Engagement, and Engineering. With this foundation in place, it is equally important to understand the community it aims to protect, beginning with a look at the city's demographics in the next section.

Who is North Miami Beach?

Demographic information is key to understanding the city as a whole and who is utilizing the local transportation infrastructure. Understanding the demographics of an area ensures that traffic safety initiatives are effectively targeting vulnerable users while providing a safe and connected transportation network to serve the access needs of all residents and vistors. Incorporating demographic insights enables cities to allocate resources effectively, engage with communities meaningfully, and implement policies that promote safety for all, thereby advancing the overarching goal of Vision Zero to eliminate traffic fatalities and serious injuries.

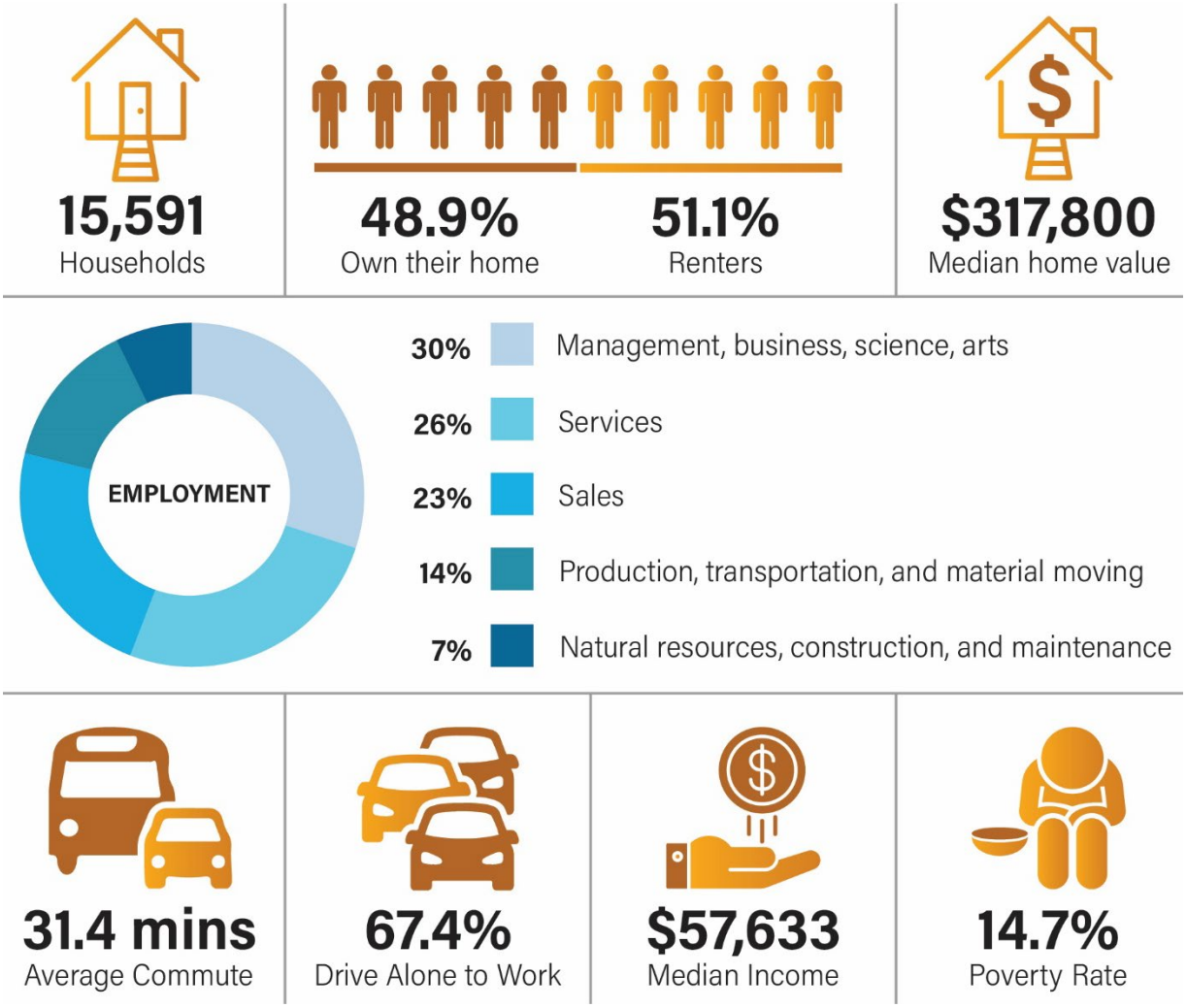
Demographic data for this Safety Action Plan was obtained from the United States Census Bureau's Data website, sourcing data from the American Community Survey's (ACS) five (5) year estimates for 2023 which offers demographic, social, and economic information to guide effective planning and decision-making. The information shown in **Figure 5** and **Figure 6** summarize the population and socio-economic demographics for the City of North Miami Beach.

Figure 5: Population Demographics



Source: 2023 ACS 5-Year Estimates

Figure 6: Socio-Economic Demographics



Source: 2023 ACS 5-Year Estimates

DEMOGRAPHIC OVERVIEW

North Miami Beach has a population of 42,789 as of 2023 with a population density of 9,017 people per square mile of land area. Per F.S. Sec. 380.0651(3)(a), the city qualifies as a dense urban land area. The median age in North Miami Beach is 39.6 years and approximately 80% of the population is under 65 years of age.

The number of households in the city is 15,591. 48.9% of the city's population own their housing units and 51.1% rent their housing units. The city's median income is $57,633. This is below the county and state averages. Additionally, 14.7% of the city's population lives below the poverty line.

The average commute to work in North Miami Beach is 31.4 minutes. Commuters face slightly longer travel times when compared to state averages.

DEMOGRAPHIC COMPARISON

Table 1 provides a comparison of multiple demographic points for the City of North Miami Beach compared to Miami-Dade County and the State of Florida as a whole.

Table 1: Demographic Comparison

Statistic	North Miami Beach	Miami-Dade County	State of Florida
Population Growth (since 2020)	-2.0%	-0.6%	5.0%
Population under 18	22.5%	18.2%	18.5%
Population over 65	20.0%	18.0%	21.7%
Median Age	39.6	41.7	43.8
Black (Non-Hispanic)	38.4%	13.3%	14.4%
White (Non-Hispanic)	30.3%	13.1%	50.2%
Hispanic	41.1%	69.6%	27.6%
Median Household Income	$57,633	$68,694	$71,711
Median Home Value	$317,800	$484,215	$391,816
Owner Occupied Households	48.9%	46.2%	57.8%
Poverty Rate	14.7%	14.1%	12.3%
Mean Travel Time to Work (Minutes)	31.4	31.0	28.0

Source: 2023 ACS 5-Year Estimates

PUBLIC ENGAGEMENT

As part of the public engagement phase of the Safety Action Plan, several outreach efforts were undertaken. These efforts were specifically tailored toward the North Miami Beach community to maximize feedback, promote the project, and begin a dialogue between the residents and the City regarding traffic safety. During the public engagment efforts, a community engagement survey with three (3) traffic crash questions and a traffic pledge to drive sober, follow the speed limit, and put away cell phones and other distractions was provided. Pictures from the engagement events are provided in **Appendix A**.

SnowFest

During the City's SnowFest event held on Saturday, December 14, 2024, residents provided input at an in-person pop-up workshop that included planning and mapping exercises to gather information from citizens about their experiences with safety in the city. Residents also identified problem areas and learned about possible solutions. If attendees confirmed that they lived in the City, they were asked if they had been involved in a crash in the last five (5) years and/or if they experienced a close call with a vehicle. They were also asked to take a quick pre-survey and to sign a safety pledge. The mapping exercise allowed participants to identify specific geographic locations that should be prioritized for safety improvements. Different color markers were used to identify issues on a map as outlined below.

- **Blue Marker**: Pedestrian/cyclist issues
- **Red Marker**: Vehicle issues
- **Green Marker**: Areas that felt safe regarding traffic

Approximately 300 attendees provided information and feedback during the event and 59 pre-survey and safety pledge responses were received.

Heart Health Walk

During the City's Heart Health Walk on Saturday, February 22, 2025, residents participated in in-person discussions and mapping exercises as well as provided data on paper surveys. The mapping exercise illustrated potential projects and safety improvements across the City that facilitated discussion. The survey was created to better understand the public's perception of safety and to gather general demographic data.

Approximately 60 people provided information and feedback during the event and 22 survey responses were received.

Additional Outreach Efforts

An online public survey in English, Spanish and Creole was created that allowed residents to provide additional feedback and input. The City's Public Works Department webpage hosted the survey. The survey was accessible online using either a smart phone or computer. In total, 231 responses to the online survey were collected. The results from the online survey are provided in **Appendix B**.

An online interactive map was produced that included 18 proven safety countermeasures that could be suggested on the digital map. The countermeasures suggested included speed management, pedestrian/bicyclist safety, intersections, and stand-alone items. A total of 74 suggestions were received on the interactive map. The majority of suggested countermeasures were for signal timing intervals and crosswalk visibility enhancements.

NMB Safety Action Plan Task Force

The North Miami Beach Safety Action Plan Task Force was established based on recommendations from city leaders. The Task Force first met on November 13, 2024 and met again on May 12, 2025. Representatives from the City of North Miami Beach make up the majority of the Task Force members. Representatives from FDOT and the Miami-Dade TPO are also included to provide regional knowledge. All the task force members that participated in task force meetings to develop this Vision Zero Safety Action Plan are listed in **Table 2**.

Table 2: List of Task Force Members

Task Force Member	Title	Government Agency
Mitchell Austin	Asst. Director Community Development	City of North Miami Beach
Aurelio Carmenates	Interim CIP Director	City of North Miami Beach
Gregory Christian	Interim CIP Manager	City of North Miami Beach
Ian Fors	Interim Parks Director	City of North Miami Beach
Tricia Harris	Community member	City of North Miami Beach
Edenia Hernandez	Library/Cultural Programming Director	City of North Miami Beach
Dat Huynh	FDOT District 6 Planning & Environmental Administrator	FDOT
Stephanie Jarrett	Former Transportation Analyst	City of North Miami Beach
Steven Marcellus	Interim Transportation Manager	City of North Miami Beach
Malcolm Moyse Jr.	Transportation Planner	Miami-Dade TPO
Adam Old	CRA Executive Director	City of North Miami Beach CRA
Mark Plass	FDOT District 6 Title VI Coordinator	FDOT
Andrew Plotkin	Assistant City Manager	City of North Miami Beach
Jennifer Torna	Communications Manager	City of North Miami Beach
Kevin Walford	Transportation Planner	Miami-Dade TPO
Captain Jonathan Wilson	Police Department	City of North Miami Beach
Sam Zamacona, E.I	Former Director of Public Works	City of North Miami Beach

Existing Partner Initiatives

The City of North Miami Beach is located within Miami-Dade County. The Miami-Dade Transportation Planning Organization (TPO) recognizes the importance of Vision Zero and developed a **2021 Vision Zero Framework Plan** and a **2024 Miami-Dade County Vision Zero Action Plan**. The FDOT also supports the goal of zero fatal traffic crashes with the FDOT's statewide initiative of **Target Zero**. This Vision Zero Safety Action Plan aligns with both the Miami-Dade TPO and FDOT's initiatives to reach zero fatal traffic crashes and serious injury crashes.

This section of the plan provides an overview of all the significant plans that might potentially influence the future transportation safety goals in the city at local, countywide, and regional levels. The bullets below provide a list of existing plans that were reviewed in this effort. Please note, the North Miami Beach Vision Zero Safety Action Plan has provided separate recommendations that may build upon or re-enforce recommendations within these plans. Please note, while some plans are almost 20 years old, they are the most recent versions of each plan that is in place. Therefore, they are applicable to this plan to improve safety within the City.

City Plans and Policies

- City of North Miami Beach Pedestrian and Bicycle Safety Study (2008)
- North Miami Beach Comprehensive Plan Transportation Element (2015)
- Transit Oriented Development Master Plan (2019)
- Transportation Master Plan (2019)
- Traffic Calming Manual (2025)
- North Miami Beach Police Department Initiatives and Policies

County Plans and/or Policies

- Miami-Dade County Traffic Flow Modification(s) / Street Closure(s) Procedure (2009)
- Five-Year Implementation Plan of the People's Transportation Plan (PTP), 2024-2028 (2023)
- Miami-Dade County Vision Zero Action Plan (2024)

Regional Plans and/or Policies

- Miami-Dade TPO Transportation Improvement Program 2025-2029 (2024)
- Miami-Dade TPO 2050 Bicycle - Pedestrian Master Plan (2024)
- Miami-Dade TPO 2050 Long Range Transportation Plan (2024)
- Miami-Dade TPO Unified Planning Work Program FY25-FY26 (2024)

County/City Agreements

- Intergovernmental Agency Agreement to Perform Traffic Engineering Functions (2022)

State Plans and/or Policies

- FDOT Strategic Highway Safety Plan (2021-2025)
- FDOT District 6 STIP (2024)

The following section will provide a short summary of each of the plans or policies bulleted above.

CITY PLANS AND POLICIES

City of North Miami Beach Pedestrian and Bicycle Safety Study (2008)

The City of North Miami Beach Pedestrian and Bicycle Safety Study focused on improving safety and mobility at the intersection of SR 826/NE 163rd Street/NMB Boulevard and SR 5/US 1/Biscayne Boulevard. The study proposed several enhancements aimed at increasing safety for both pedestrians and vehicular traffic. Key recommendations included upgrading pavement markings, lighting, and pedestrian features along the corridor. The plan also suggested replacing span-wire mounted traffic signals with mast-arm structures to meet hurricane standards, adjusting signal timing to improve clearance intervals, and adding missing or deteriorated signal heads and back-plates. Additional pedestrian-focused improvements included installing "cross only at crosswalk" signs, high-visibility pedestrian warning signs, pedestrian countdown signals at all corners, and high-emphasis crosswalks. To further support transit users, the study recommended relocating the NMB-LINE stop, which is a five route trolley service, closer to new developments at the northeast corner of the intersection and enhancing rider amenities.

North Miami Beach Comprehensive Plan – Transportation Element (2015)

The comprehensive plan of a city contains the community's vision for its future development, encompassing goals, objectives, and policies for various aspects of the planning process including the transportation element. The overarching transportation goals of North Miami Beach are:

- To sustain an economically sufficient, multimodal, urban transportation system.
- To supply a safe, appropriate and competent transportation system.
- To work in coordination with the existing and future land use pattern and the environment.

The safety and efficiency objective of the transportation element aims to ensure timely evacuations during hurricanes, partnership with state and county agencies to reduce crash levels by implementing Transportation System Management and Congestion Management System objectives, explore and promote multimodal options for the residents, and urge sustainable practices of transportation.

Transit Oriented Development (TOD) Master Plan (2019)

To improve movement, access, quality of life, and financial strength around the upcoming Tri-Rail Coastal Link Station in North Miami Beach, the city adopted the Transit Oriented Development Master Plan in May of 2019. This plan was drafted in collaboration with the Treasure Coast Regional Planning Council (TCRPC) & South Florida Regional Transit Authority and recognizes TOD as an important factor to increase ridership around this system. Some of the key initiatives are as follows:

- Intensified land uses near the city's potential Tri-Rail station areas.
- Targeted corridors to prioritize bicycle and pedestrian investment and areas for transit services expansion.
- Seeking policy guidance through comprehensive planning for thoroughfare network.
- Requires the introduction and maintenance of blocks and an improved network of streets

as development occurs.

- Encourages hotel development in the station area to generate advanced ridership demand and complement adjacent destinations.

Transportation Master Plan (2019)

In October 2019, the city adopted the Transportation Master Plan to accommodate the potential long-term transportation system needs of the city. The master plan provided an implementation plan that was centered around three (3) major categories of recommendations:

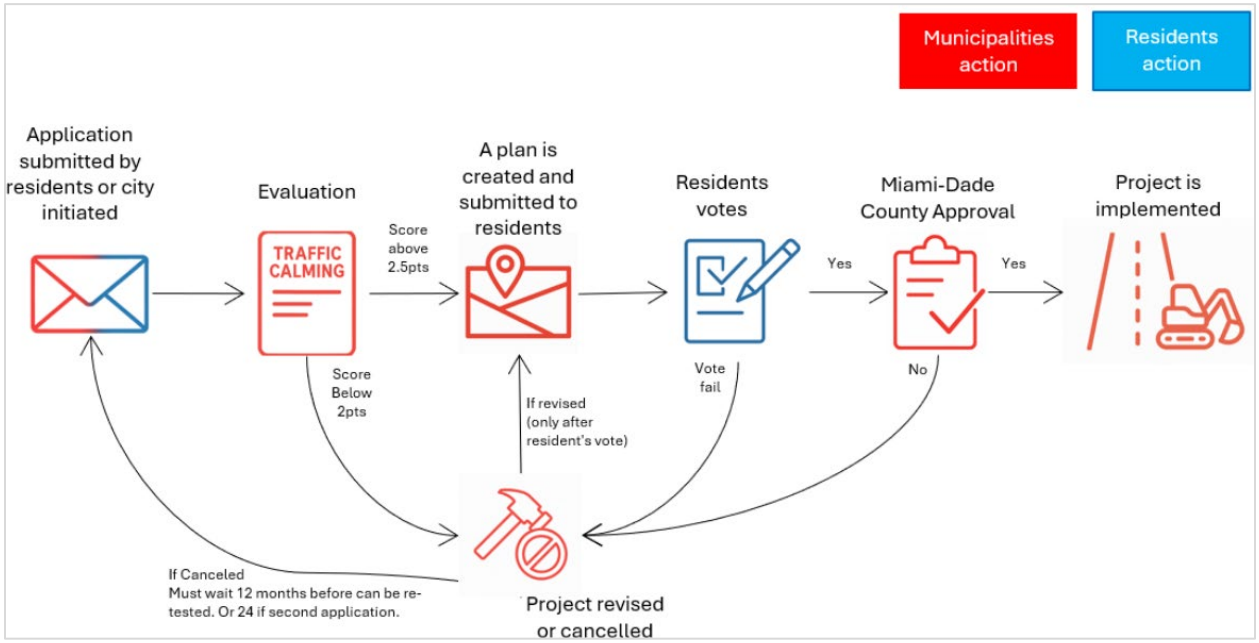
- Corridor Improvements
    - Pedestrian Improvements
    - Bicycle Improvements
    - Roadway Capacity Improvements
    - TSM & O Improvements
    - Transportation Demand Management
- Intersection Improvements
    - Intersection Capacity Analysis with Improvements
- Transit Improvements

The city should continue to use the Transportation Master Plan as a reference for recommendations and system analysis, especially at locations identified as potential projects by this Vision Zero Safety Action Plan.

Traffic Calming Manual

The City of North Miami Beach developed a Traffic Calming Manual through the Department of Public Works and an engineering consultant, The Engineering Company, LLC to address growing concerns about traffic speed and cut-through volumes on local and residential streets. As the city has expanded, increased traffic has negatively impacted neighborhood safety and livability. The manual outlines a structured process for identifying and addressing traffic issues, excluding state and county roads from consideration. Drawing on national best practices and local traffic studies, the manual sets specific thresholds for implementing traffic calming measures tailored to the city's unique needs. It provides guidance on various physical interventions such as street alignment changes and barriers that aim to reduce vehicle speeds, discourage heavy and non-local traffic, and enhance safety for pedestrians and bicyclists. The manual also includes cost estimates and expected impacts of each measure. Residents and city staff collaborate to identify problems and develop appropriate solutions. The overarching goal is to create a safe, efficient, and integrated transportation system that enhances neighborhood quality of life through sound planning and engineering. Key objectives include restoring community environments, improving safety, reducing noise, and promoting streets as shared spaces for all users. The Traffic Calming Manual provides an overview of the procedure required to initiate traffic calming projects as shown in **Figure 7**.

Figure 7: Traffic Calming Project Procedure



Source: City of North Miami Beach Traffic Calming Manual

The city has secured funding for the following nine (9) traffic calming projects within the city:

- NE 160th to 163rd Street & NE 9th Court
- NE 180th Street & NE 12th Avenue
- NE 2nd Avenue
- NE 163rd to 165th Street & NE 26th Avenue
- Pan Uleta Park to 651 NE 168th Street
- Eastern Shores Neighborhood Traffic Calming
- NE 153rd to 157th Street & NE 13th Ave
- Texas U-Turn Study at NE 163rd Street & 35th Avenue
- NE 168th Street & NE 20th Avenue

North Miami Beach Police Department (PD) Initiatives and Policies

The North Miami Beach PD has existing initiatives and policies in place that are centered around education, engagement, and grant opportunities. Existing initiatives the North Miami Beach PD is executing are:

Club Law and Order

Club Law and Order is a community led club that meets throughout the year to voice concerns to the Police Department and to engage the department to solve problems related to safety and crime. These meetings represent an opportunity for the Police Department to apply messaging to key community members that are engaged in the city.

National Click it or Ticket it
This is a nationwide seat belt enforcement campaign that was launched by the National Highway Traffic Safety Administration in 1993. The initiative combines media outreach with heightened police presence, especially around holidays, to remind drivers and passengers that wearing a seat belt is not optional, it's the law. The campaign has significantly reduced injuries and fatalities, saving thousands of lives and billions in economic costs.

National Night Out
National Night Out is an annual community-building campaign in the U.S. that promotes strong police-community partnerships and neighborhood camaraderie to enhance public safety. Held on the first Tuesday in August, the event encourages residents to participate in block parties, festivals, cookouts, and other activities that foster positive interactions with law enforcement. Launched in 1984 by the National Association of Town Watch, it began with simple porch vigils and has grown to involve millions of people across thousands of communities nationwide.

COUNTY PLANS AND POLICIES

Miami-Dade County Traffic Flow Modification(s) / Street Closure(s) Procedure (2009)

The traffic flow modification and street closure process in Miami-Dade County is structured into two phases to ensure thorough evaluation and community involvement. Phase 1 begins when an applicant submits a request to the Miami-Dade County Public Works Department (PWD). PWD conducts an initial traffic study to assess the issue and determine jurisdiction. If necessary, reviews are coordinated with relevant entities such as police and fire departments. Depending on the type of traffic calming measure, 100% agreement of residents or property owners is required for traffic circles and two-thirds agreement of residents or property owners are required for other modifications. Municipalities may alternatively pass a resolution after a public hearing. If agreement is achieved, PWD may install temporary devices, assess their impact, and proceed with permanent installations if deemed effective and acceptable. If the measures are not accepted or cause adverse impacts, residents may petition for removal or proceed to Phase 2.

Phase 2 allows applicants, municipalities, or the Florida Department of Transportation to engage a traffic consultant to conduct an independent study. This includes a pre-implementation analysis to assess potential impacts within and beyond the study area, documented in a formal report. PWD then determines jurisdiction, coordinates reviews with affected entities, and evaluates whether agreement from residents or property owners is needed. If required, the applicant must secure this agreement. Upon approval, the applicant's contractor installs temporary traffic calming devices. A post implementation study is then conducted to evaluate the effectiveness and community acceptance of the measures. If successful, the process concludes unless further aesthetic enhancements are requested. If the results are unsatisfactory, the process may revert to earlier steps for reevaluation. This two-phase process ensures a consistent, data-driven, and community-responsive approach to implementing traffic calming measures, balancing safety, livability, and regulatory compliance.

Five-Year Implementation Plan of the People's Transportation Plan (PTP) 2024-2028 (2023)

The Five-Year Implementation Plan was established following a 2010 amendment to Ordinance 02-116 by the Miami-Dade Board of County Commissioners to guide the use of surtax funds under the oversight of the Citizens' Independent Transportation Trust (CITT). Developed in consultation with the Mayor, the Plan outlines a detailed scope of work and budget for each surtax-funded project expected to be implemented over a five-year period. It aligns with federal requirements for the Transportation Planning Organization's (TPO) Transportation Improvement Program (TIP) and Long-Range Transportation Plan (LRTP), and is updated annually. The twelfth annual update, current as of December 31, 2022, tracks project progress, budget adherence, and any changes such as additions, deletions, or deferrals. The Plan is organized into several key sections:

- First/Last Leg Connectivity and Shared Mobility Services, which provides information on mobility options and proposed improvements.
- New and Active Projects, detailing transit and public works projects funded for FY 2024–2028, including original People's Transportation Plan (PTP) projects, amendments, and post-2009 initiatives.
- Municipal Program, summarizing municipal transit services and projects funded by surtax.
- Inactive Projects, listing completed, unfunded, canceled, or deferred projects beyond FY 2028.

The plan contains multiple projects within the municipal boundaries of North Miami Beach, notably:

- **Citywide Sidewalk Reconstruction:** Ongoing annual project to remove and replace damaged sidewalks, ensure ADA compliance, and install new sidewalks. Funded with $50,000 in PTP Surtax for FY 2022.
- **NE 168th Street & NE 20th Avenue Traffic Circle:** Roundabout design project started May 2021, estimated completion March 2024. $78,400 in PTP Surtax funds for Contruction, Engineering, and Inspection services.
- **Bus Shelters:** Manufacturing and supply of 13 bus shelters funded with $158,840 in PTP Surtax funds.

Miami-Dade County Vision Zero Action Plan (2024)

The 2024 Miami-Dade County Vision Zero Action Plan sets the goal to end traffic fatalities and serious injury crashes in Miami-Dade County. The plan establishes a High Injury Network and provides methodology to augment traffic safety in the county while affiliating with municipalities and community investors. As a part of safety project initiatives, segments NW 164th Street from NE 21st Aveune to NE 23rd Aveune, and NE 21st Aveune from NE 164th Street to NE 165th Street are incorporated in Vision Zero Action Plan for concrete work, sharrow installation, and high emphasis crosswalks.

REGIONAL PLANS AND/OR POLICIES

Miami-Dade TPO 2025-2029 TIP (2024)

The Transportation Improvement Program (TIP) is a federally required document that specifies all the public developments related to transportation, planned for the county in a five-year period. It also comprises a list of federally funded improvements as well as non-federally funded projects in the county.

This document provides a financial summary of all its spending on the proposed developments. The following list contains some of the relevant improvements planned in the boundaries of the City of North Miami Beach:

- As a part of northwest passenger railway corridor, a train stop has been proposed near NE 151st Street, North Miami Beach.
- NE 159th Street road widening.
- Traffic Signals at various intersections – NE 10th Avenue and NE 167th Street, NE 10th Avenue and NE 171st Street, and NE 14th Avenue and NE 167th Street.
- Advanced Traffic Management System is proposed to upgrade mobility options for the travelers, public transit users, walkers, and bikers throughout Miami-Dade County.

Miami-Dade TPO 2050 Bicycle - Pedestrian Master Plan (2024)

The 2050 Bicycle-Pedestrian Master Plan provides the long-term vision for creating protected, fair, and greener bike and pedestrian environments for the region. By integrating recommendations of the 2050 LRTP, the 2050 Bicycle-Pedestrian Master Plan guides improvements to pedestrian and biking in the region while helping create a safer, more equitable, and more sustainable environment for its residents. The plan identifies and prioritizes a list of project recommendations. These project recommendations include:

- Intersection treatments for safer intersections.
- Use of active and passive detection for bicyclists at signalized intersections.
- Pedestrian facility enhancement or expansion.
- Existing conventional and buffered bicycle lanes eligible for sidewalk level separated bicycle lanes conversion.

2050 Miami-Dade TPO Long Range Transportation Plan (LRTP) (2024)

The vision of the Miami-Dade LRTP is focused on providing world-class transportation with an emphasis on “mobility, safety, innovation, sustainability, equity, and economic competitiveness for Miami-Dade County’s current and future generation”. The 2050 plan targets three fundamental values of mobility by proving safer and connected options, ease of access through innovative and climate resilient solutions, and prosperity by providing equitable and economically competitive environments to its residents. Two (2) corridors within the boundaries of North Miami Beach are listed in the top thirty list of congested corridors:

- SR 826/NE 167th Street from I-95 to US 1(identified in 2019 Congestion Management Process corridors)
- US1 from NE 163rd Street to NE 203rd Street (identified in 2024 Congestion Management Process corridors)

Strategies suggested for its congestion management include:

- Enhanced bus services
- Local circulator expansion
- New sidewalks and designated bicycle lanes on local streets
- Improved bicycle facilities at transit stations and other trip destinations
- Improved safety of existing bicycle and pedestrian facilities
- Promote bicycle and pedestrian use

Miami-Dade TPO Unified Planning Work Program FY 2025 – FY 2026 (UPWP)

The Unified Planning Work Program (UPWP) provides the potential of funding support for the City of North Miami Beach through its Municipal Grant Program and is a program that the city has utilized in the past.

The UPWP is a two-year plan developed by the Miami-Dade Transportation Planning Organization (TPO) to outline transportation planning priorities and activities. It supports data collection, project development, and long-term visioning to address transportation needs, guided by federal, state, and local policies. The UPWP is structured into five key tasks covering short- and long-range planning, technical programs, regional coordination, and administration, all compliant with federal regulations and funding guidelines. Public and stakeholder input plays a vital role in shaping the UPWP, with opportunities for review and comment throughout the planning process.

CITY/COUNTY AGREEMENTS

Intergovernmental Agency Agreement to Perform Traffic Engineering Functions

The Intergovernmental Agency Agreement to Perform Traffic Engineering Functions was established in 2022 between the City of North Miami Beach and Miami-Dade County to allow the city to assume certain traffic engineering responsibilities on its local streets. While the county retains exclusive jurisdiction over all traffic control and engineering services per the Miami-Dade County Code, this agreement authorized by City Resolution No. 2021-92 permits the city to conduct engineering studies and install traffic calming devices within its boundaries. The city has demonstrated its capability to plan, design, and inspect transportation projects through its Public Works Department. The agreement specifies that traffic calming devices, such as traffic circles, may only be installed on city-maintained streets and must be located at least 250 feet away from traffic signals, county or state roads, school zones, bicycle facilities, hospitals, and city boundaries. The agreement identifies four (4) types of Traffic Control Devices that can be initiated as part of the policy:

- Traffic Circles
- Speed Humps
- In-Street Pedestrian Crossing Signs
- Raised Intersections

STATE PLANS/AND OR POLICIES

FDOT Strategic Highway Safety Plan (2021-2025)

The Strategic Highway Safety Plan (SHSP) is Florida's comprehensive, data-driven roadmap to eliminate fatalities and serious injuries on all public roads. It identifies key safety challenges and directs investments toward the most effective strategies and countermeasures. The 2021 SHSP builds on the 2016 version, incorporating crash data from 2015–2019, stakeholder collaboration, and public input to define emphasis areas and guide safety efforts. Detailed crash analysis, including behavioral and demographic factors, helps inform targeted interventions to improve roadway safety across the state.

FDOT District 6 STIP (2024)

The State Transportation Improvement Program (STIP) is a federally required document listing transportation projects with federal funding planned over the next four fiscal years. Although approved annually by the Federal Highway Administration (FHWA) at the start of the federal fiscal year (October 1), Florida is allowed to report these projects based on the state fiscal year (July 1–June 30), aligning with the FDOT's Adopted Five Year Work Program.

It should be noted that FDOT District 6 includes a safety study and improvements in resurfacing projects and completes a fatal crash review for all reported fatal crashes. There are multiple FDOT projects planned within the city listed in the current STIP:

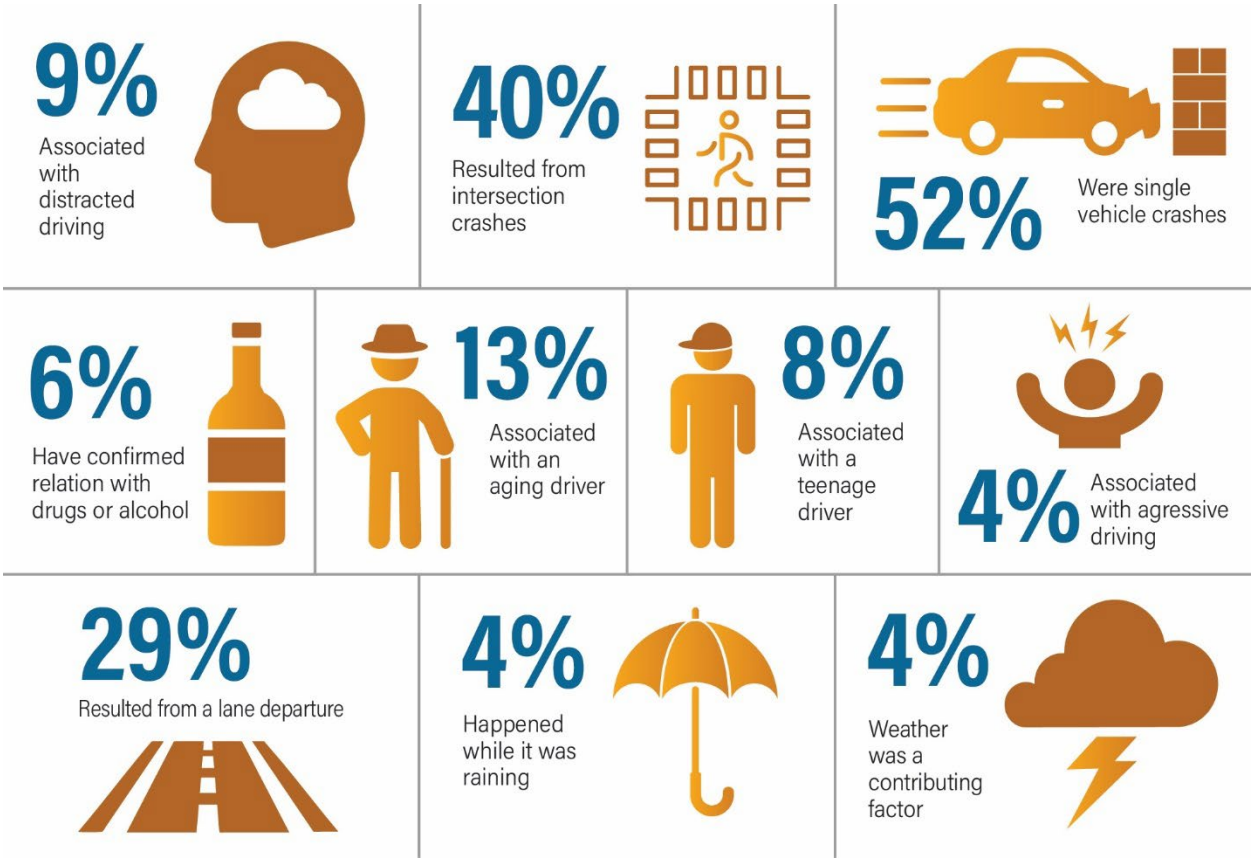
- Project Description: SR 909/W Dixie Highway from south of NE 129th Street to north of NE 151st Street
    - Resurfacing
    - FDOT Project Number: 4439361
    - Construction Year: 2025
- Project Description: North Miami Avenue and North 163rd Street
    - Intersection Improvements
    - FDOT Project Number: 4493721
    - Construction Year: 2026
- Project Description: SR 826/NE 163rd Sreet from east of US-1 to east of NE 35th Avenue
    - Resurfacing
    - FDOT Project Number: 4525621
    - Construction Year: 2027
- Project Description: SR 5/Biscayne Boulevard from NE 123rd Sreet to NE 163rd Sreet
    - Pedestrian Safety Improvements including two (2) midblock crossings and realigning curbs to reduce pedestrian exposure at intersections
    - "Closing the box" at the intersection of NE 163rd Street
    - FDOT Project Number: 4511231
    - Construction Year: 2028

Crash & Safety Analysis

Data driven analysis was completed for the Vision Zero Safety Action Plan to identify transportation safety needs and trends in North Miami Beach.

Five full years of crash data was utilized in the plan for crash analysis from 2019 to 2023. This timeframe was chosen for the crash data in order to get the most complete year to year results. The crash data utilized in the project for analysis was sourced from Signal 4 Analytics, a publicly funded research and data hub located at the University of Florida. Signal 4 Analytics hosts the Florida Traffic Safety Dashboard for the state, which provides an overview of crashes for the state in a online mapping platform. **Figure 8** identifies the factors that were contributing factors for the crashes analyzed during the study.

Figure 8: Factors in Fatal and Severe Injury Crashes



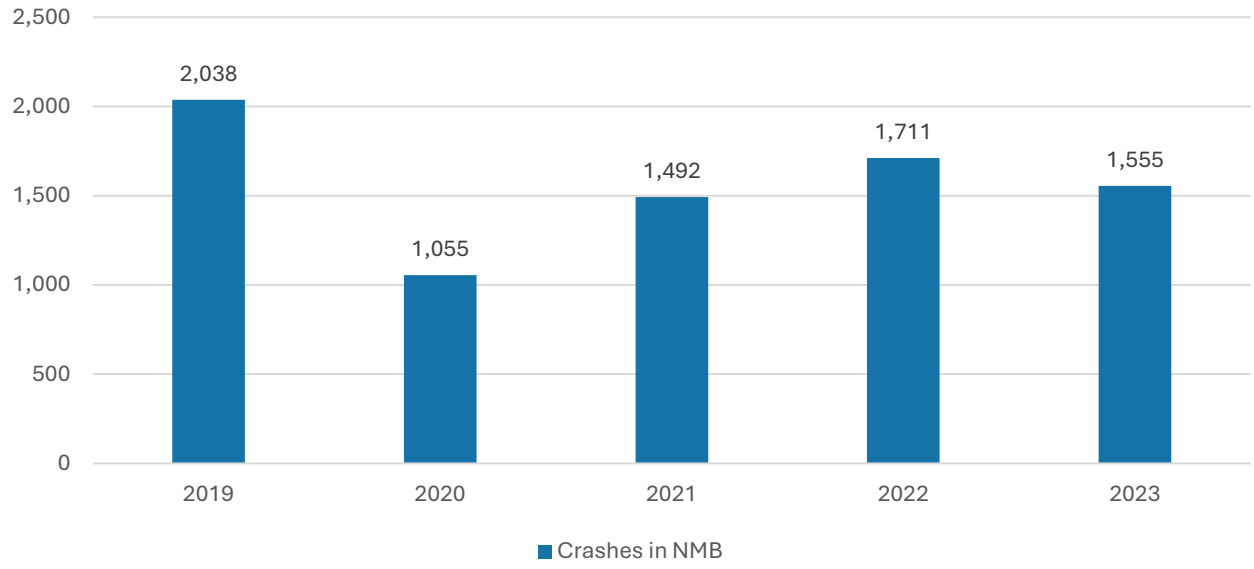
Source: Signal4analytics.com

Crash Data & Trends

In total, there were 7,851 reported crashes within the boundary of the city for the five-year evaluation period. It should be noted that 2020 is an outlier for data trends as this was during the height of the Covid-19 pandemic and associated travel limitations. Therefore, it was expected that due to the decreased traffic volume, there would likely be less crashes, which is what the data indicates for 2020. Although the number of crashes in 2020 was below average, the causes, severity, and locations of the crashes were still valuable data points for the plan.

As shown in **Figure 9**, the year 2019 represents the most dangerous year in terms of crash severity and total number of crashes for the city. In 2019, there were 2,038 total crashes with 10 reported fatal crashes, 29 reported serious injury crashes, and 348 crashes resulting with some type of injury. The total number of crashes that occurred within the ciy limits of North Miami Beach decreased in 2020 and increased in 2021 and 2022. The total number of crashes in 2023 decreased from 2022. Calculated crash rates that normalize the frequency of crashes to exposure using million vehicle miles traveled (MVMT) is presented later in this section.

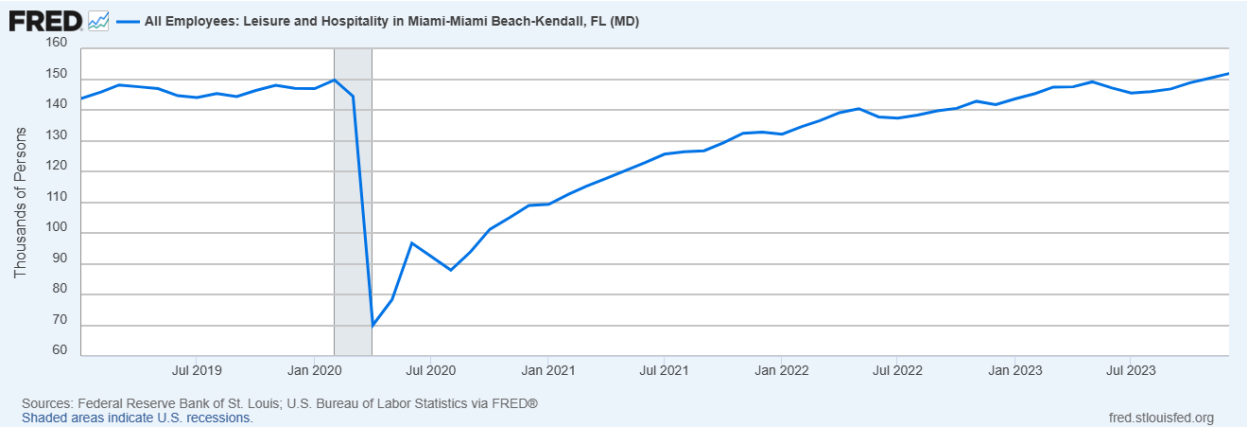
Figure 9: North Miami Beach Crash Summary (2019-2023)



Source: Signal4analytics.com

Retrospectively, it is hard to ascertain why most crashes during this 5-year time period occurred in 2019. Possible factors may include higher rates of visitor travel for 2019 compared to 2020-2023, which is supported by the number of employees working in leisure and hospitality for the greater Miami, Miami Beach, and Kendall areas. See **Figure 10** from the Federal Reserve Bank of St. Louis and the U.S. Bureau of Labor Statistics which shows the number of people employed in the leisure and hospitality industry for the Miami-Miami Beach-Kendall area.

Figure 10: Number of People Employed in the Leisure & Hospitality Industry



Source: Federal Reserve Bank of St. Louis; US Bureau of Labor Statistics via FRED

As shown in **Figure 10,** 2019 was the height of the leisure and hospitality industry by employment numbers, showing between 140,000 to 150,000 employed persons. The dark shaded portion in **Figure 10** represents an identified recession within the U.S. market as a result of business closures due to the Covid-19 pandemic. Given the impact that Covid-19 had on the industry, it is a fair assumption that there was an overall decrease in visitor travel post 2020, finally recovering in 2023. However, without an in-depth, retroactive review of both travel patterns and crash data, it is difficult to determine why 2019 was an outlier for crash data as shown in **Figure 9**.

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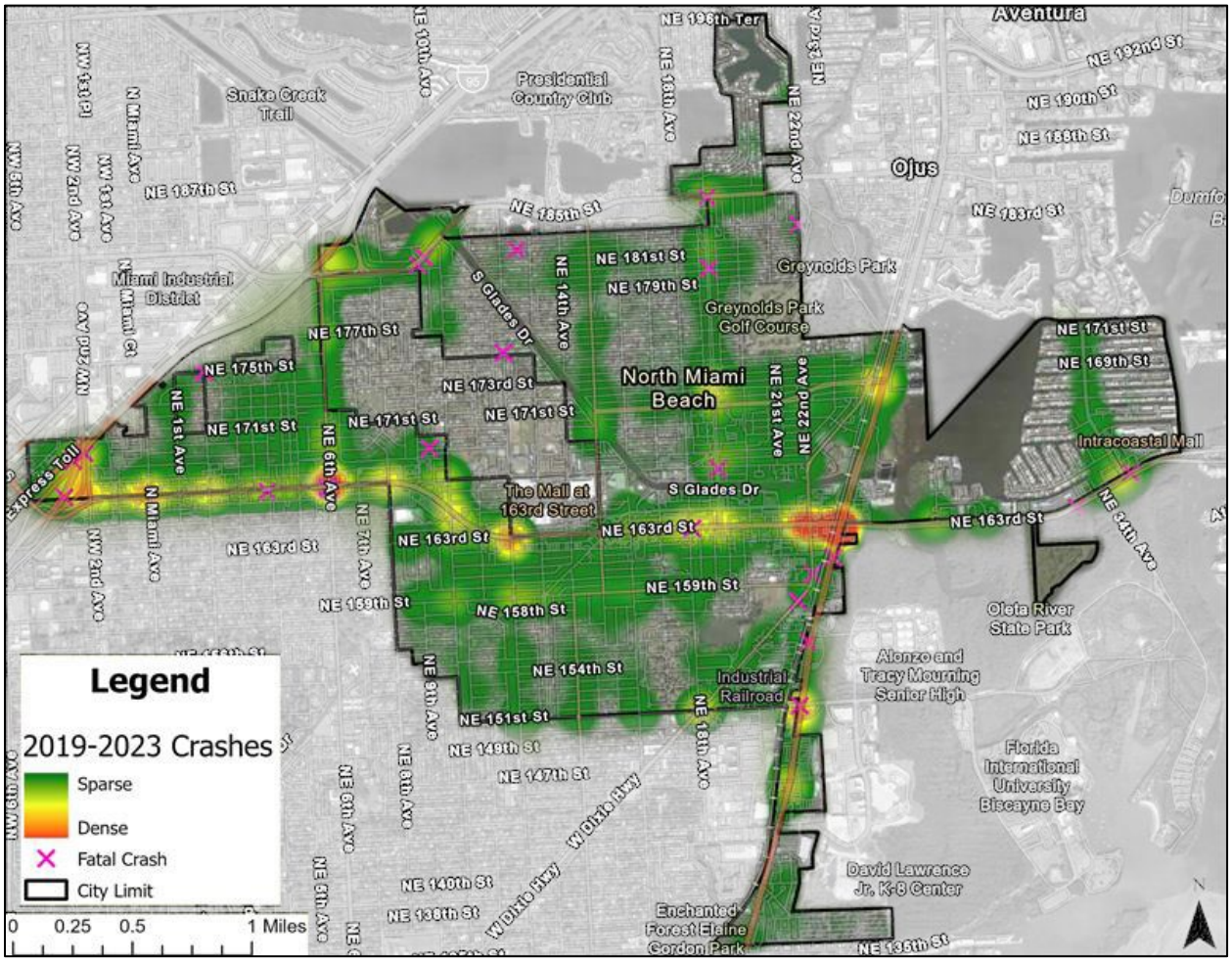
The general crash trends for the study found that intersections were the most common location for fatal or serious injury crashes to occur (40%) and that the majority of fatal or serious injury crashes were single vehicle crashes (52%), involving either a lone vehicle and a pedestrian (not classified as a vehicle by Signal 4 Analytics) or just a lone vehicle. Building upon this, another major finding was that 29% of all fatal and severe crashes resulted from vehicles departing from their lanes and striking a static object, another vehicle, or pedestrians and cyclists. As a whole, these trends align with the top three types of impacts for all crashes. See **Figure 11** for a heat map of all the crashes that occurred within the City of North Miami Beach for the five-year study period. Additional heat maps based on crash severity and users is presented in the next section.

Figure 11: North Miami Beach Overall Crash Heat Map (2019-2023)



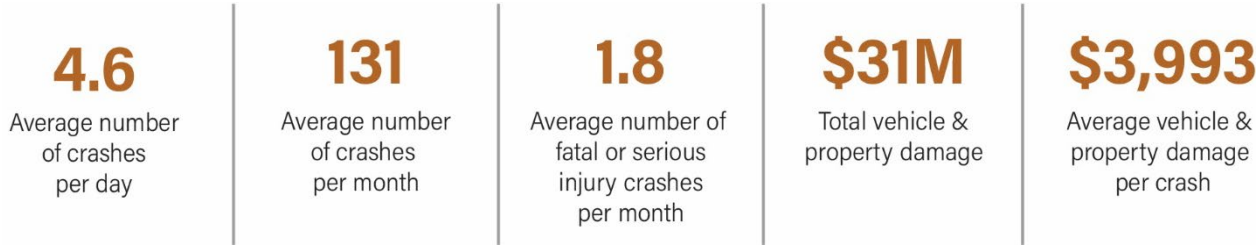
Source: Signal4analytics.com

The top three reported types of impact, meaning the manner in which contact occurred during the crash, were:

1. Front to rear (35%),
2. Angle (27%),
3. Same Direction Side Swipe (17%).

These types of crash impacts are common at intersections, where there is a multitude of conflict points possible for potential crashes and traffic congestion. The average number of crashes per day that occur within the city limits of North Miami Beach for the five-year study period is 4.6, with an average of 1.8 fatal or serious injury crashes per month, as shown in **Figure 12**. The economic cost of crashes occuring within the city averages to $3,993 per crash.

Figure 12: High-Level Crash Data Overview



Source: Signal4analytics.com

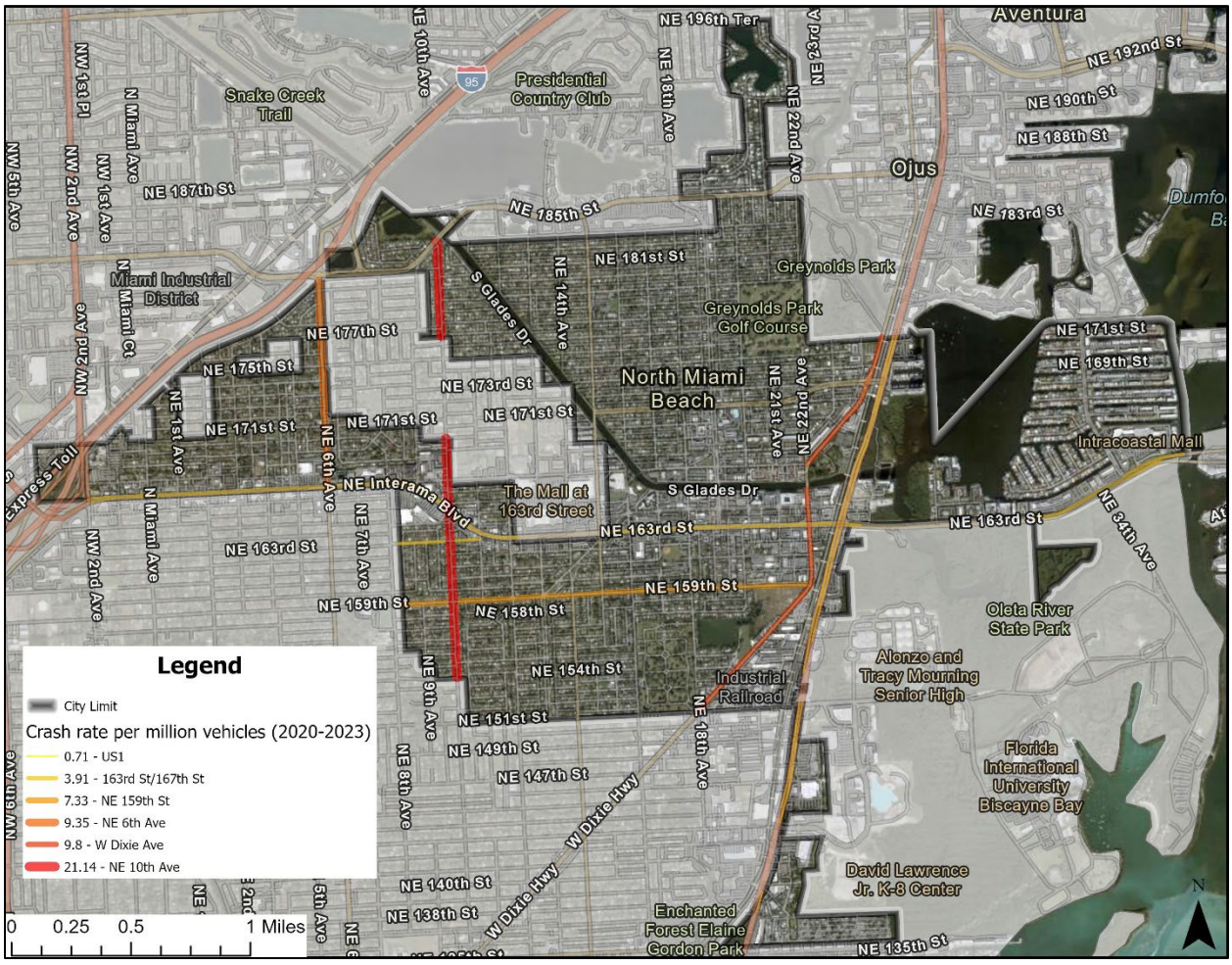
In addition to analyzing crash types and trends, historical Average Annual Daily Traffic (AADT) data from the FDOT Florida Traffic Online (FTO) website was used to calculate crash rates for strategically selected roadways within the City. Selected roadways were chosen based on available historic AADT data, public feedback from engagement events and surveys, as well as their role as major north-south or east-west corridors. Crash rates were calculated per million vehicle miles traveled (MVMT) for each segment. The results are presented in **Table 3** and **Figure 13**, with **Table 3** comparing the selected road segments to state and county averages for similar roadway facility types. Statewide and county crash rates were obtained from Signal4 Analytics.

All roadway segments, except for US 1/Biscayne Boulevard have calculated crash rates that exceeded county and statewide averages for similar roadway facility types.

Table 3: Crash Rates PMV for Major Travel Corridors within City of North Miami Beach

Road Name	Facility Type	Crash Rate (MVMT)	County Average Crash Rate	State Average Crash Rate
NE 163rd / 167th Street	6+ lanes, two-way, divided raised median	3.91	1.99	4.97
NE 10th Avenue	2-3 lanes, two-way, undivided median	21.14	1.45	3.97
NE 159th Street	2-3 lanes, two-way, undivided median	7.33	1.45	3.97
NE 6th Avenue	4-5 lanes, two-way, divided paved	9.35	0.97	6.16
US 1/Biscayne Blvd	6+ lanes, two-way, divided raised median	0.71	1.99	4.97
West Dixie Highway	2-3 lanes, two-way, divided paved median	9.80	1.07	6.55

Figure 13: Crash Rates PMV for Major Travel Corridors within City of North Miami Beach



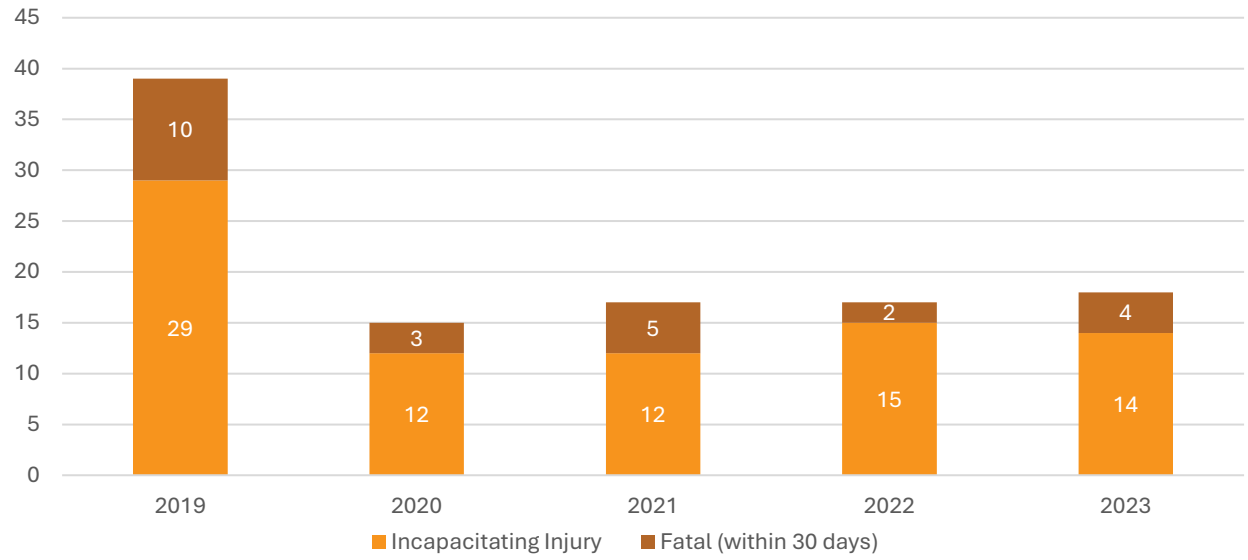
Source: Signal4analytics.com and FTO website

As shown by **Figure 13**, NE 10th Avenue has the highest crash rate MVMT, with a rate of 21.14. This route is a major north-south corridor that features access to multiple points of interest (schools, stores, employment), as well as serving as a feeder road into east-west corridors like NE 163rd Street / NE 167th Street.

The High Injury Network

As part of the planning process of identifying dangerous transportation locations within the city and the requirement of the Safe Streets for All (SS4A) program grant, the city's High Injury Network (HIN) was identified. It should be noted that the Miami Dade Department of Transportation and Public Works (DTPW) performed a county-wide HIN analysis, isolating analyses to solely roads maintained by the county and local municiplaties whereas the analysis for this report included all roadways within the boundaries of the City of North Miami Beach. The HIN used GIS analysis to identify the roadways with the highest frequency of crashes and most severe crashes. This data will aid the city in understanding where the most severe crashes are happening to maximize potential planning intervention. The HIN found that the city has a KSI (killed or serious injury) rate of 1.35%, meaning that 1.35% of all crashes result in serious injury or fatalities. Comparatively, this rate is slightly higher than that of Miami-Dade County, which has a KSI rate of 1.26% for the same study period. **Figure 14** graphically shows the number of crashes resulting in fatality or incapacitating injury for the study period.

Figure 14: *Number of Crashes Resulting in Fatality or Incapacitating Injury (2019-2023)*



Source: Signal4analytics.com

The process to create the HIN included assigning values to specific crash types and vulnerable road users. Please note, the procedure for analyzing the data and deriving the HIN was built upon the established method provided by the Miami DTPW's own technical HIN analysis, as found within their Safety Action Plan's Technical Supplement. For this study, vulnerable road users were identified as pedestrians and bicyclists. These groups were chosen as vulnerable road users due to the scaling intensity in which crashes involving these groups are typically more severe. **Table 4** shows values assigned to each crash type and road user. Injury (not serious or fatal) crashes are defined as crashes where injuries are not disabling. Serious or incapacitating injury crashes are defined as crashes were victims are disabled as a result of the crash, typically requiring hospitalization and transport to medical services. Fatal crashes are defined as crashes where the

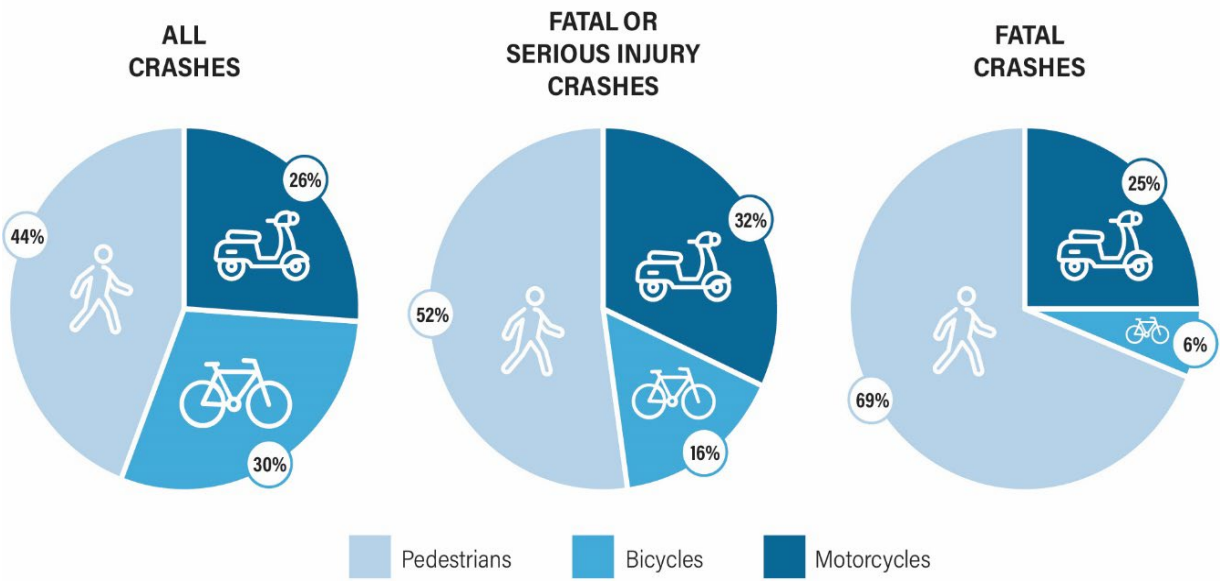
injury results in death within 30 days of the crash.

Table 4: HIN Scoring Methodology

Crash Severity or Road User	Value Assigned
Injury (not serious or fatal)	1.00
Bicycle or Pedestrian	1.25
Serious or Incapacitating Injury	1.50
Fatal	2.00

The scores for each crash type and road user purposefully overlap to identify the most severe crashes with vulnerable road users. For example, a fatal crash involving a pedestrian or bicyclist would score 3.25. After assigning values to each individual crash, the crashes were paired with the roadway that they occurred on. To generalize the network and to reduce the amount of short segments, the road data was simplified based on ownership, speed limit, and width. Finally, for each road segment, the total values of the crash scores were added together to derive a crash score for that roadway. For reference, **Figure 15** visualizes the distribution of vulnerable road user crashes based on severity.

Figure 15: Vulnerable Road User Crashes by Mode

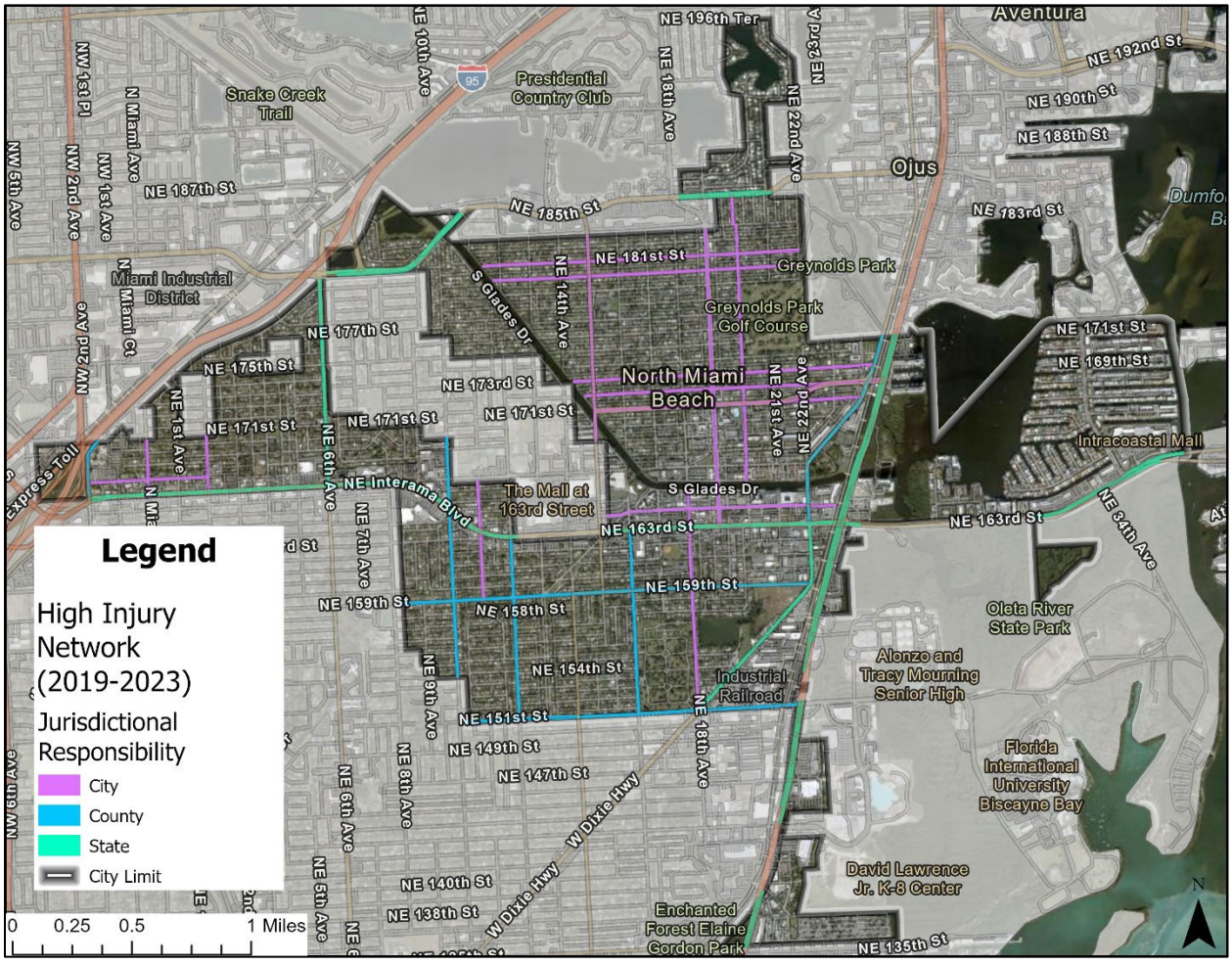


Source: Signal4analytics.com

The results of the HIN analysis identified 28 individual roadways within the city as part of the HIN, representing 11.2% of all roadways within the city and 6.2% of all city maintained roadways. In terms of overall jurisdiction of roadways on the HIN, 48.2% are maintained by the city, 27.5% are maintained by the state, and 24.1% are maintained by the county. **Figure 16** shows the final HIN map for the city, representing a network of where the most severe and most frequent crashes are occuring. Note, some road segments are divided due to the city's municipal boundary.

Identifying the HIN is a critical step in Vision Zero Action Plans and helps aim focus on where to eliminate traffic-related fatalities and serve injury crashes. Miami-Dade DTPW has already taken several steps to implement countermeasures for their roadways identified in their HIN including establishing and funding a Vision Zero Program, briefed elected officials and cultivated internal leadership to create momentum, conducted workshops, and prioritized funding along the HIN.

Figure 16: High Injury Network Map



Source: Signal4analytics.com

Figures 17-19 visualize the HIN with different types of KSI crash types, reviewing the different

patterns associated with each type of severe crash.

Figure 17: HIN with All KSI Crash Heat Map

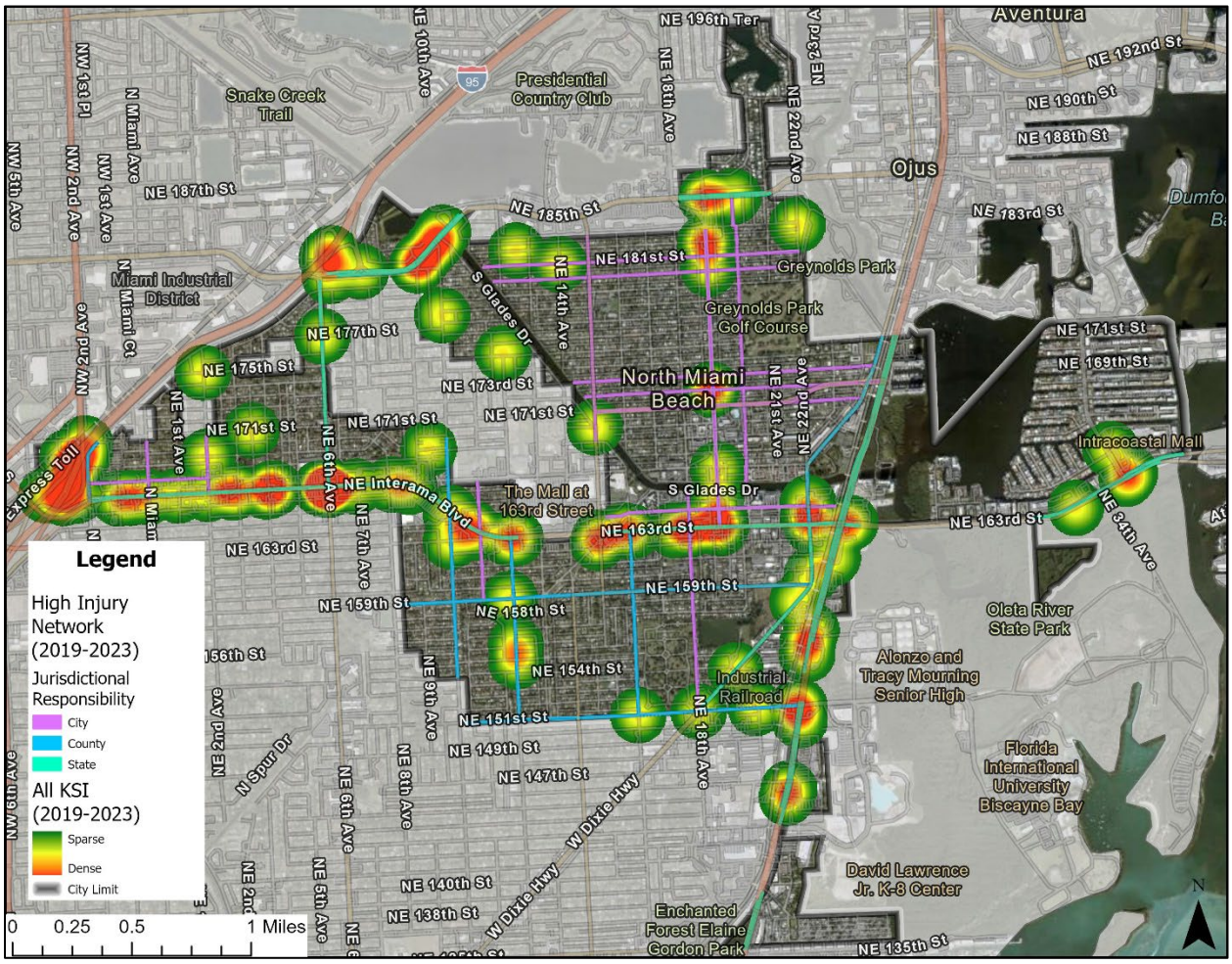
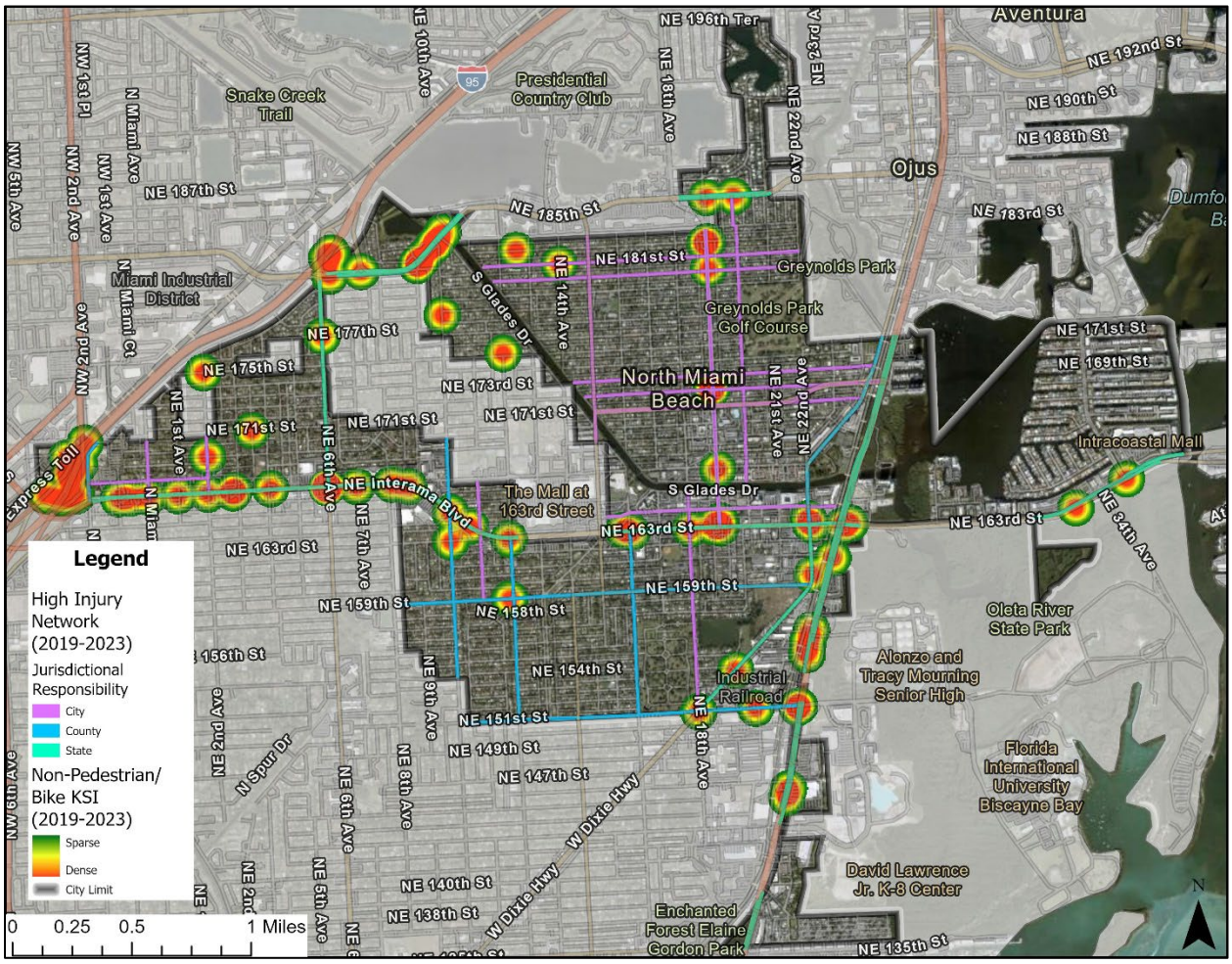


Figure 17 displays the HIN overlaid on top of a heat map showing all of the KSI crashes recorded for the City during the study period. As shown by the map, the density of crashes is largely consistent with the network links of the HIN. Note, this heat map includes both vulnerable road user (bicyclists and pedestrians) and vehiclular KSI crashes. As a result, there is a mixture of density locations shown on the map, but since the majority of crashes occurred at intersections, those locations are the densest for crashes on this map. **Figure 18** will take this analysis further, isolating KSIs for non-vulnerable road users (no bicyclist or pedestrian crashes).

Figure 18: HIN with Non-vulnerable Road User KSI Crash Heat Map



As shown by **Figure 18** and supporting the findings of the overal crash analysis of the study, the majority (40%) of all crashes occurred at intersections. This percentage increases to 45% when removing any KSI involving pedestrians and bicyclists. Since these crashes are vehicular, and do not include bicyclists and pedestrians, the location pattern of crashes is supported by general traffic crash findings. Typical intersections can contain as many as 32 potential vehicle to vehicle conflict points, or locations where crashes may occur due to driver error or unsafe design (*FDOT Manual on Intersection Control Evaluations, 2025*). The heat map for non-vulnerable road users directly supports this, as almost all of the density locations are intersections. **Figure 19** on the otherhand, shows the heat density locations of pedestrian and bicyclist KSIs. These crashes vary in location, but the heat map is distinctly different than the heat map for non-vulnerable road users.

Figure 19: HIN with Vulnerable Road Users KSI Crash Heat Map

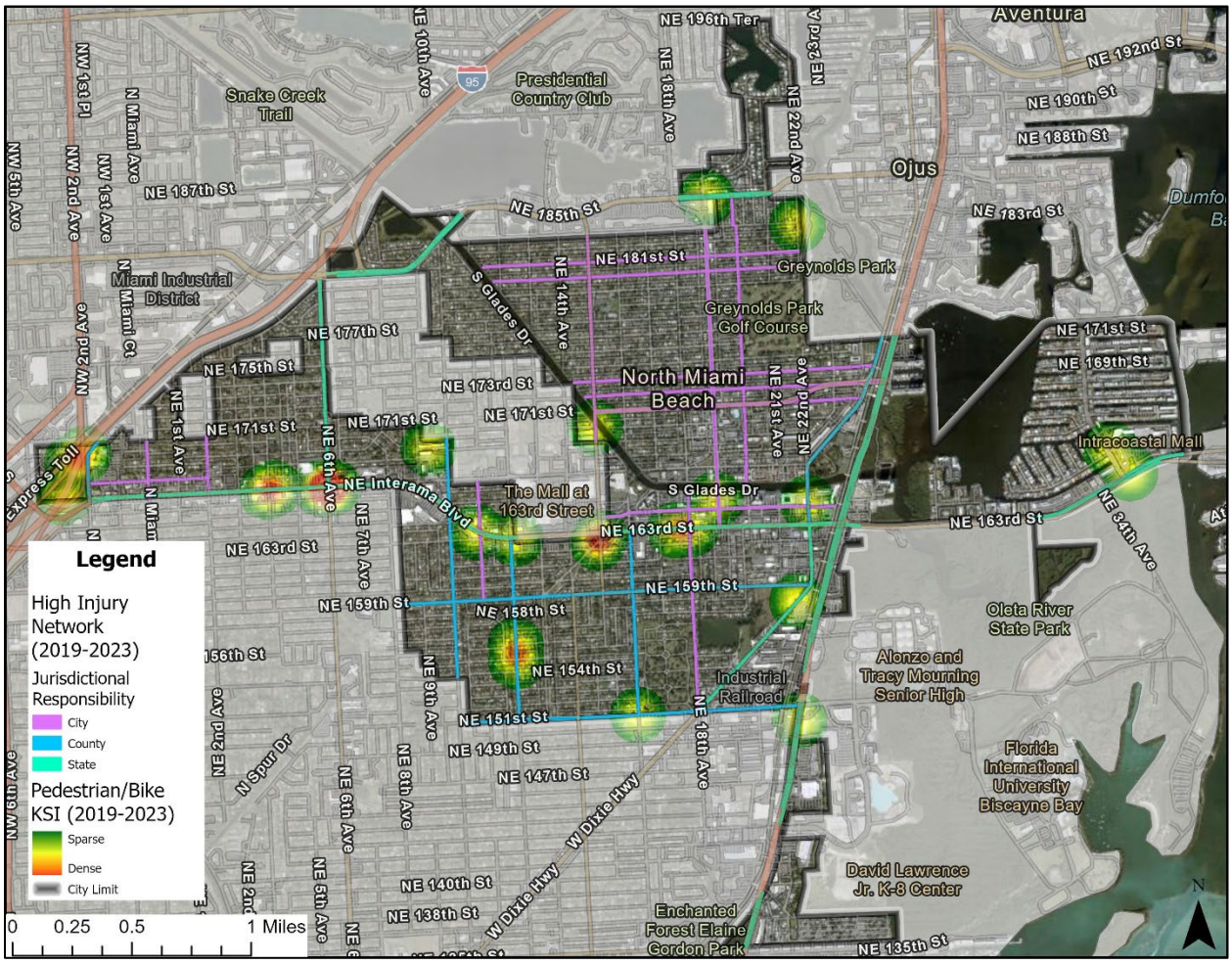


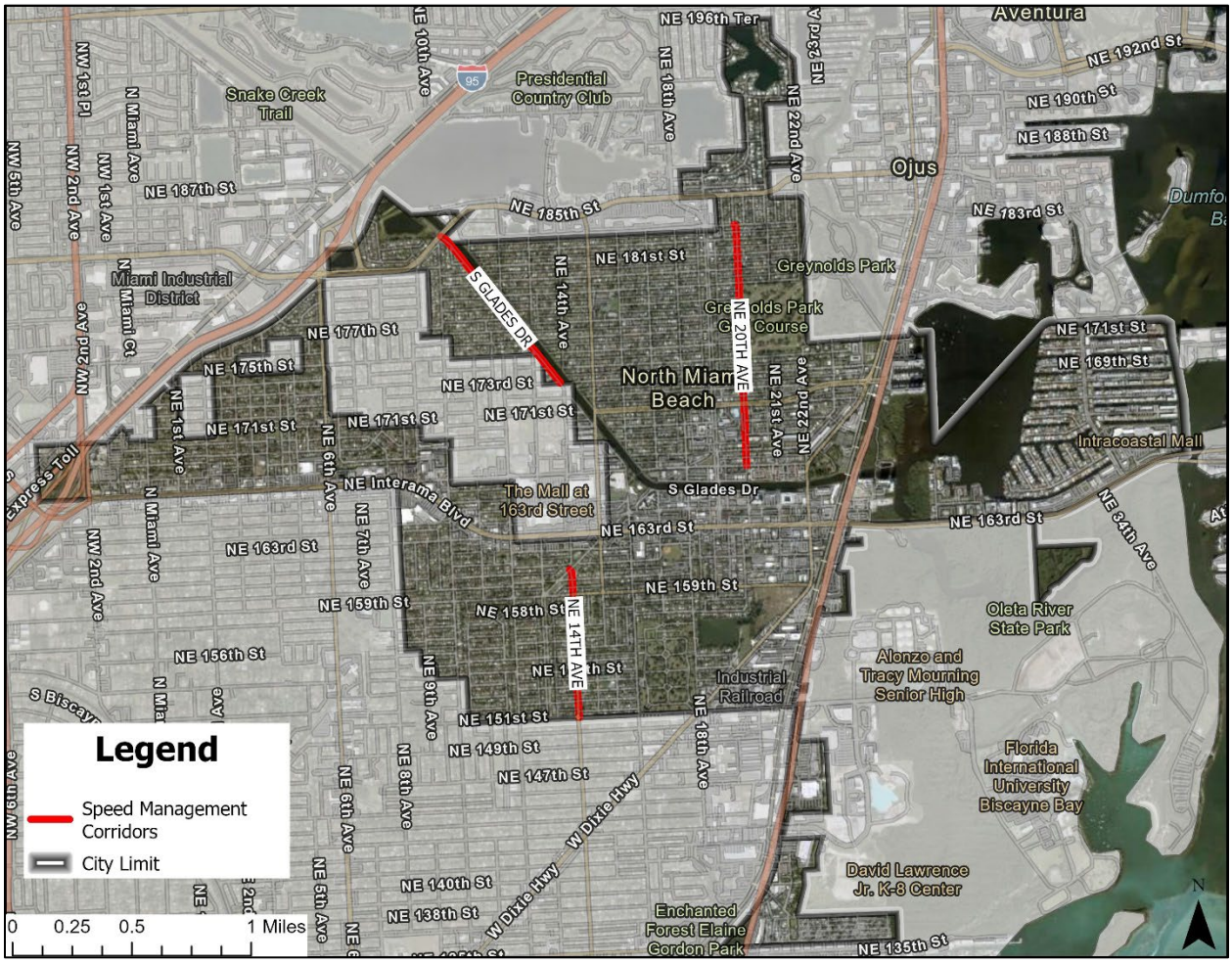
Figure 19 highlights that intersections continue to be the primary locations for crashes. However, there is a subtle shift in the nature of these intersection-related incidents. **Figure 18** shows that the main arterial roads, NE 167th Street and NE 163rd Street, are heavily concentrated with crash hotspots at intersections. In contrast, hotspots involving vulnerable road users (such as pedestrians and cyclists) tend to be located slightly off these main corridors, often at neighborhood intersections or where local streets connect to major roads. This pattern aligns with expected travel behavior of vulnerable road users, who frequently walk or bike within their neighborhoods or travel to destinations like storefronts along the main roads. That said, NE 167th Street and NE 163rd Street still show significant crash hotspots involving vulnerable road users, indicating that these intersections pose risks to all road users. It's important to emphasize that vulnerable road users face inherently higher risks of severe or fatal injuries. The amount of kinetic energy required to cause harm to a pedestrian or cyclist is much lower than that needed to injure someone in a vehicle, making their safety a critical concern.

Speed Management Corridors

As noted by the resolution adopting the city's Vision Zero goal of zero traffic fatalities, drag racing and stunt driving were noted concerns of the community and elected officials. In an effort to identify specific areas of need, the project team worked with city staff to determine locations where speeding was an identifiable problem and safety concern. The project team then worked with traffic data collection consultants to obtain speed and volume data for 27 segments throughout the city. Speed data for the 27 segments is provided in **Appendix C**.

Of the 27 segments, three (3) segments were identified as Speed Management Corridors. These segments experienced 85 percentile speeds exceeding the posted speed by more than 5 mph. The resulting segments identified were: S Glades Drive (from NE 185th Street to NE 173rd Street), NE 14th Avenue (from Miami Drive to NE 151st Street) , and NE 20th Avenue (from NE 183rd Street to NE 167th Street). **Figure 20** shows the Speed Management Corridors mapped.

Figure 20: Speed Management Corridors Map



Source: Speed Data collected December 2024

Priority Safety Projects

To strategically and successfully achieve the goal of zero traffic fatalities by 2050 with limited resources, specific project locations should be prioritized before others. The method for prioritizing locations revolves around assigning values to potential project areas. For the Safety Action Plan, values were assigned to the most dangerous intersections on the HIN and Speed Management Corridors. The values assigned to each asset are scored against the weighting criteria to make up the overall prioritization of areas.

Prioritization Criteria

The prioritization criteria for projects was established in conjunction with input from city staff and also based on information received during the overall public engagement process. See **Table 5** for a complete breakdown of the prioritization criteria.

Table 5: Prioritization Criteria for Project Areas

Criteria	Scoring Method (points)	Weight
1. On High Injury Network (HIN)?	0 = No 1 = Yes	50%
2. On Speed Management Corridor?[1]	0 = No 1 = Yes	10%
3. Proximity to Community Hubs[2]	1 = 10,000–2,001 ft 2 = 2,000–1,501 ft 3 = 1,500–1,001 ft 4 = 1,000–751 ft 5 = 750–501 ft 6 = 500–401 ft 7 = 400–301 ft 8 = 300–201 ft 9 = 200–101 ft 10 = 100 ft or less	15%
4. Within Community Redevelopment Area (CRA)?	0 = No 1 = Yes	5%
5. Number of KSI (Killed or Serious Injuries)	0 KSI = 1 1 KSI = 3 2 KSI = 5 3–6 KSI = 8 7+ KSI = 10	20%
Total Score	Sum of weighted scores (0 to 10 points max)	100%

[1] Areas with 85th percentile speeds exceed posted speed by more than 5 mph.

[2] Schools, churches, parks, libraries, community centers.

Each prioritization criteria was chosen strategically, with great emphasis placed on overlapping data driven results with public input and direction. Three of the five prioritization criteria are binary, meaning they are not scaled and are simply evaluated in a yes or no fashion. In the sections to follow, each of the prioritization criteria will be discussed and reviewed.

1) Prioritization Criteria: Is the segment/intersection on the HIN?

With the HIN representing the locations of the most severe and most frequent crashes, inherently these areas should be prioritized as areas of need. As such, if the segment or intersection was located on the HIN, the asset was scored 1 point with a weight of 50%.

2) Prioritization Criteria: Is the segment/intersection located on a Speed Management Corridor?

Speed Management Corridors were identifed as segments that experienced 85th percentile speeds exceeding the posted speed by more than five (5) miles per hour (mph). The resulting segments identified were: S Glades Drive (from NE 185th Street to NE 173rd Street), NE 14th Avenue (from Miami Drive to NE 151st Street), and NE 20th Avenue (from NE 183rd Street to NE 167th Street) and are shown in **Figure 20**.

One noteable speed management corridor identified is S Glades Drive which has a posted speed limit of 20 mph and vehicles were recorded averaging 27 mph. Intersections or segments that intersect with the Speed Management Corridors were given a weight of 10%.

3) Prioritization Criteria: Proximity to Community Hubs

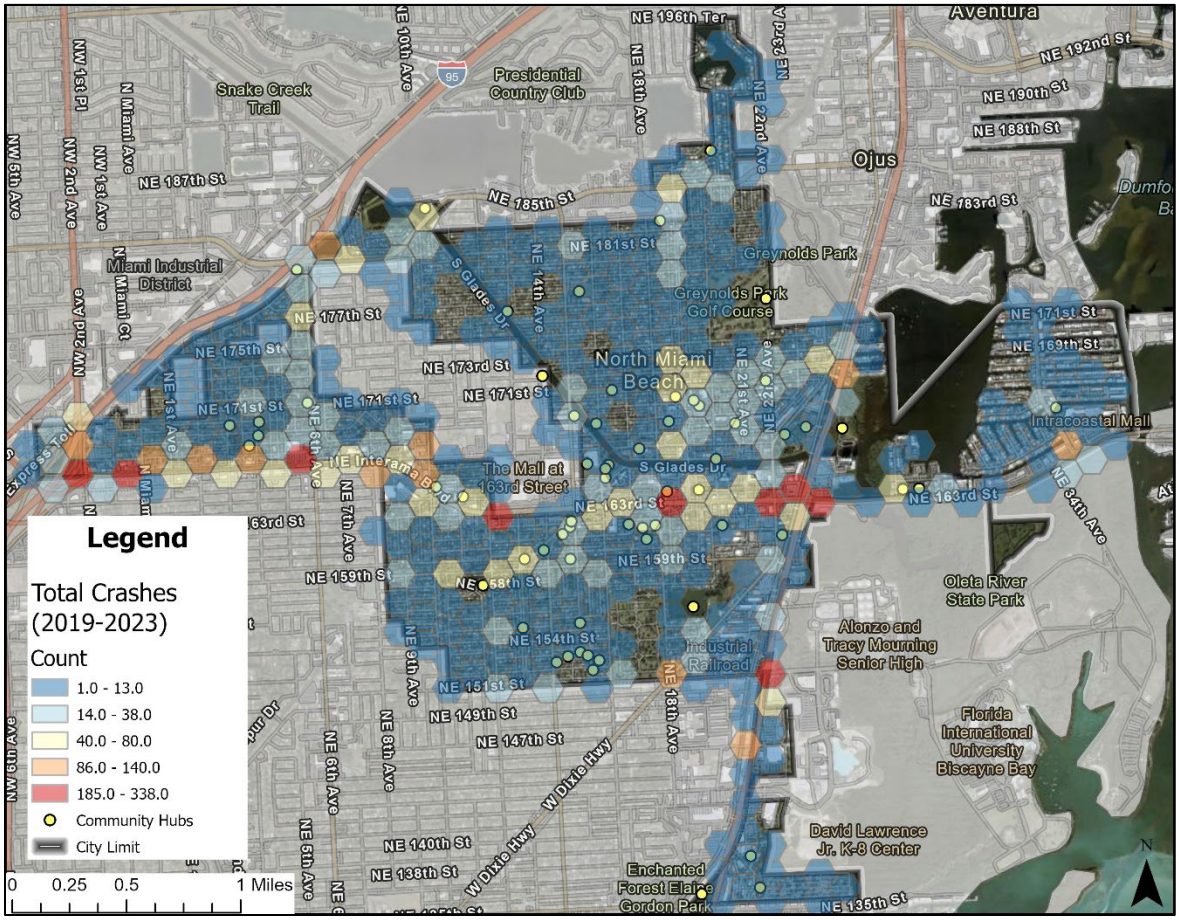
In discussions with the public at community engagement events and also through collaboration with city staff, community hubs were used to identify areas of need that are also highly utilized by the community. These locations are also important through the lens of equity, as they are used by all members of the community. One of the goals of the Safe Streets and Roads for All (SS4A) grant program is to improve equity by focusing on the safety needs of historically underserved and marginalized communities. By focusing and prioritizing community hubs, underserved and disadvantaged communities such as the blockgroup east of NE 14th Avenue from NE 151st Street and NE 163rd Street can be represented for equitable investment.

Community hubs were identified as being churches, parks, community centers, and schools. As such, churches, parks, community centers, and schools were related to intersections and segments based on proximity. Schools are important to prioritize as students are typically vulnerable users. Proximity was scored using the following values:

- 1 point = 10,000 ft. to 2,001 ft.
- 2 points = 2,000 ft. to 1,501 ft.
- 3 points = 1,500 ft. to 1,001 ft.
- 4 points = 1,000 ft. to 751 ft.
- 5 points = 750 ft. to 501 ft.
- 6 points = 500 ft. to 401 ft.
- 7 points = 400 feet to 301 ft.
- 8 points = 300 feet to 201 ft.
- 9 points = 200 feet to 101 ft.
- 10 points = 100 ft. or less.

See **Figure 21** for a complete map of the community hubs in relation to crash frequency.

Figure 21: Community Hubs within the City of North Miami Beach

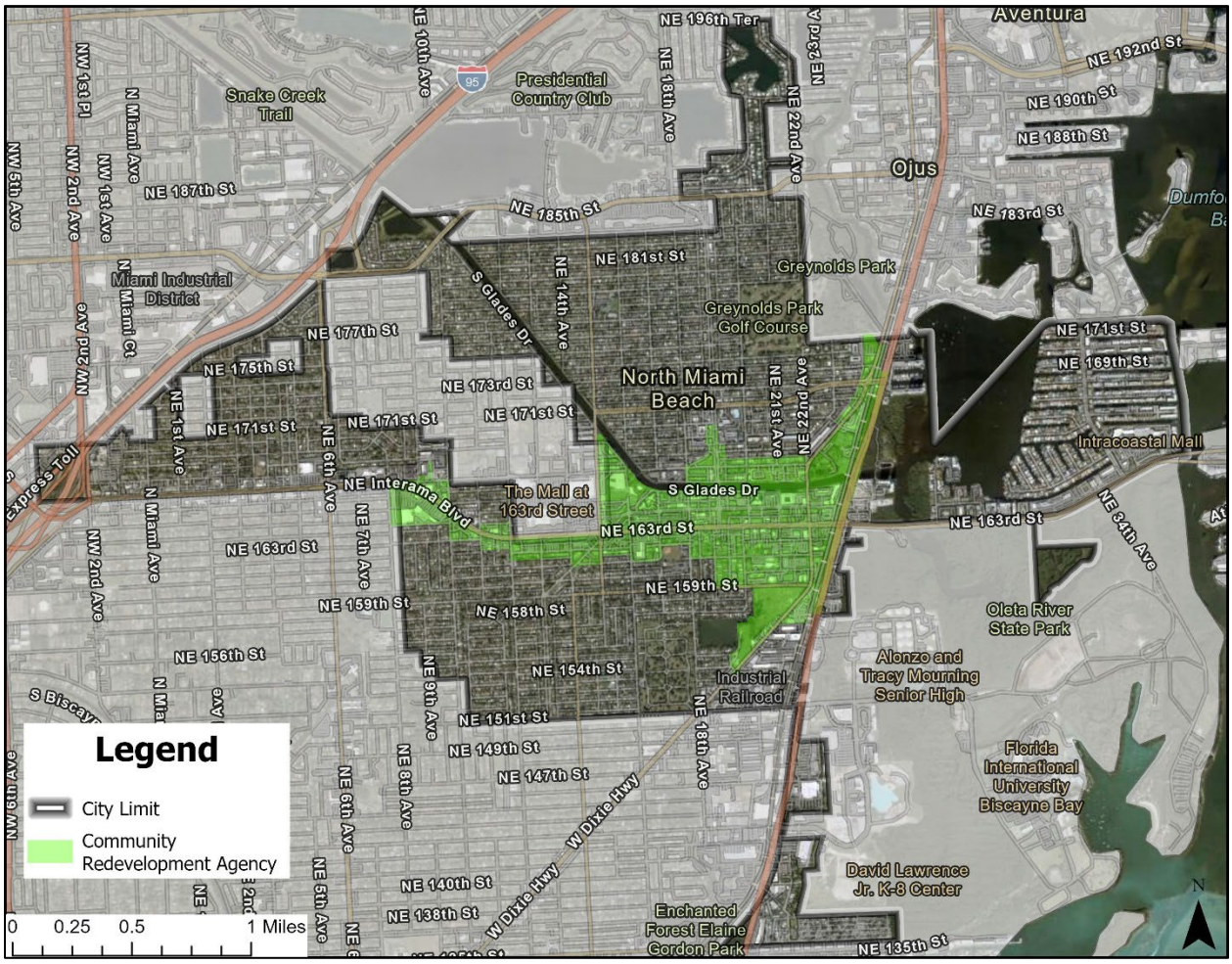


Source: Florida Geographic Data Library, 2024

4) Prioritization Criteria: Is the segment/intersection located within the CRA?

The purpose of the North Miami Beach CRA is to eliminate the spread of blighted areas, improve property values, improve public infrastructure, and to prevent or reduce crime. The CRA represents the area of the city that both the community and elected officials wish to improve, making it an ideal variable for equity. As such, the CRA limits represented an critical layer to utilize as a prioritization metric based on if the segment or intersection was located within the CRA. **Figure 22** shows the location of the CRA within the City of North Miami Beach.

Figure 22: Community Redevelopment Agency Limits



Source: City of North Miami Beach GIS

5) Prioritization Criteria: Number of KSI crashes per segment/intersection?

Since not all of the Speed Management Corridors are on the HIN and because there is a varying level of severity within the HIN itself, a secondary crash severity measure was utilized for prioritization. For each segment and intersection, the number of KSI crashes were identified. This numerical count helps prioritize the areas of most need based upon the count of fatal or serious injury crashes.

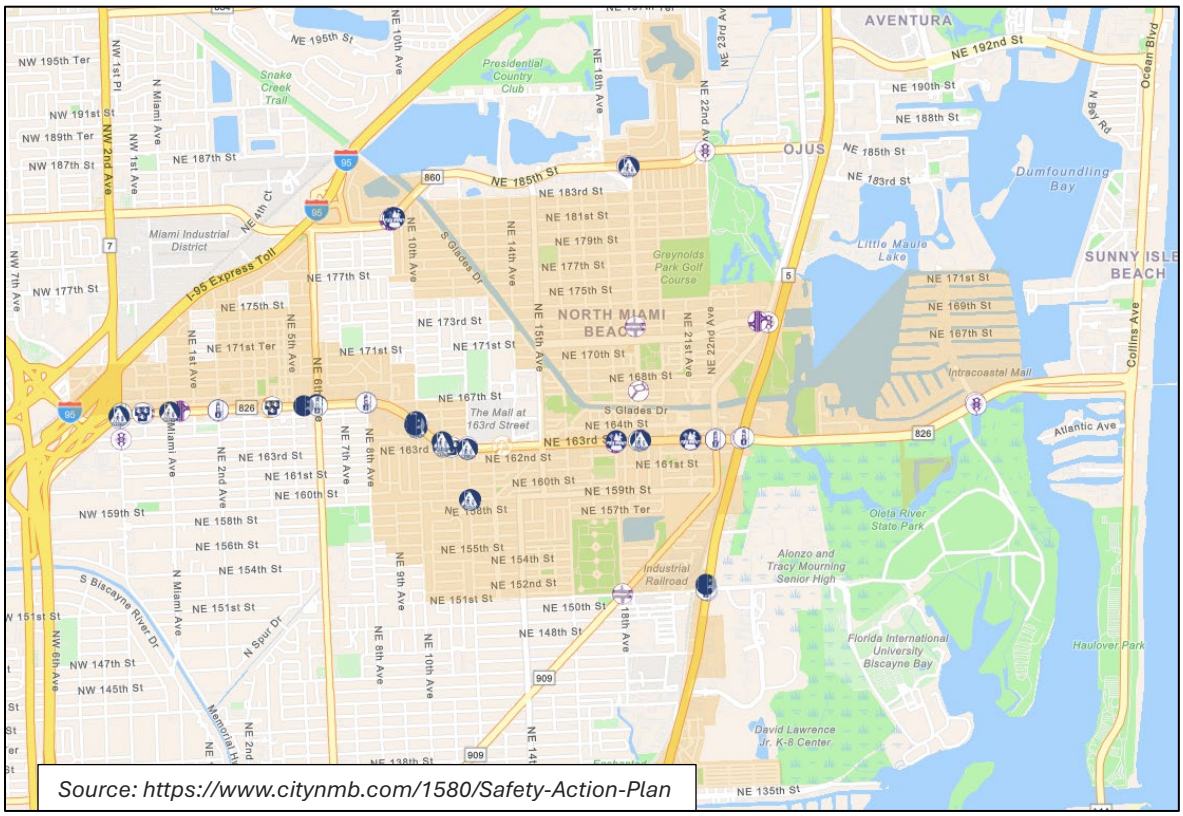
Community Concerns & Priorities

To engage the community and receive feedback on their concerns and priorities related to the Safety Action Plan, a survey and interactive webmap were hosted on a city webpage for three (3) months between February 2025 and May 2025. In addition to being hosted on the city webpage, flyers with QR codes that linked to the survey and webpage were distributed to numerous local community members, such as churches, soccer clubs, the library, and schools.

The interactive webmap was used as a screening tool for potential projects and to identify areas of concern based on public input, allowing participants to select Proven Safety Countermeasures and

leave comments on the interactive map. **Figure 23** shows a screenshot of the engagement map prior to close out of the portal, showing the safety countermeasure icons that were placed by residents. A concentration of comments and proposed countermeasures can be seen along the NE 176th Street/NE 163rd Street/SR-826 corridor.

Figure 23: Screenshot of the Safety Action Plan Engagement Map



Source: https://www.citynmb.com/1580/Safety-Action-Plan

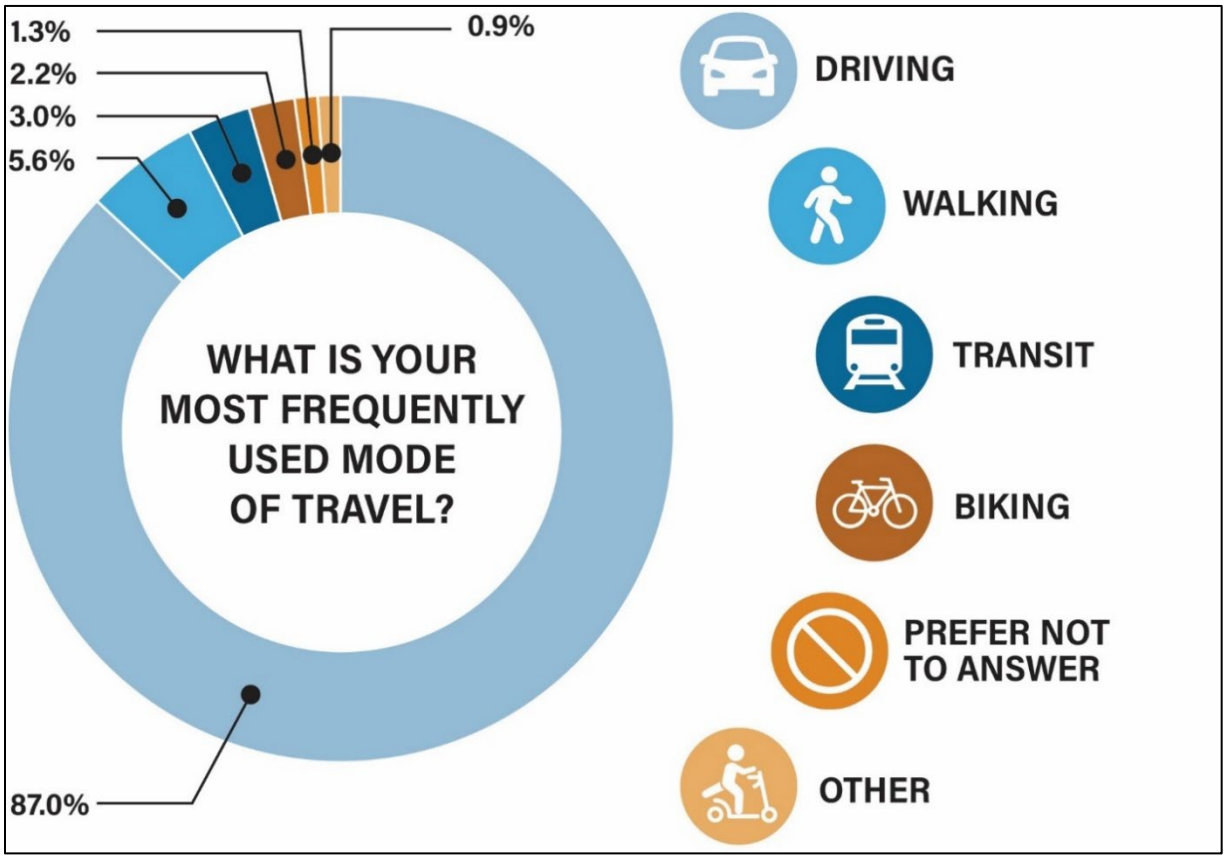
While not all the projects identified by the public within the webmap made it on the final list of recommended projects, the data was utilized to understand where residents perceived specific issues and were checked against crash data.

To increase accessibility, the survey was provided in three (3) languages: English, Spanish, and Creole. In total, the survey received 231 individual responses. The results of the survey are summarized in the sections to follow. A tabular summary of the survey results is provided in **Appendix B**.

Key Takeaways from the Survey results

As shown in **Figure 24,** survey results reveal that driving is overwhelmingly the dominant mode choice of transportation, with 87% of respondents using it, while walking (5.6%), transit (3%), and biking (2.2%) are far less common.

Figure 24: Most Frequently Used Mode of Travel



Source: Community Engagement Survey, 2025

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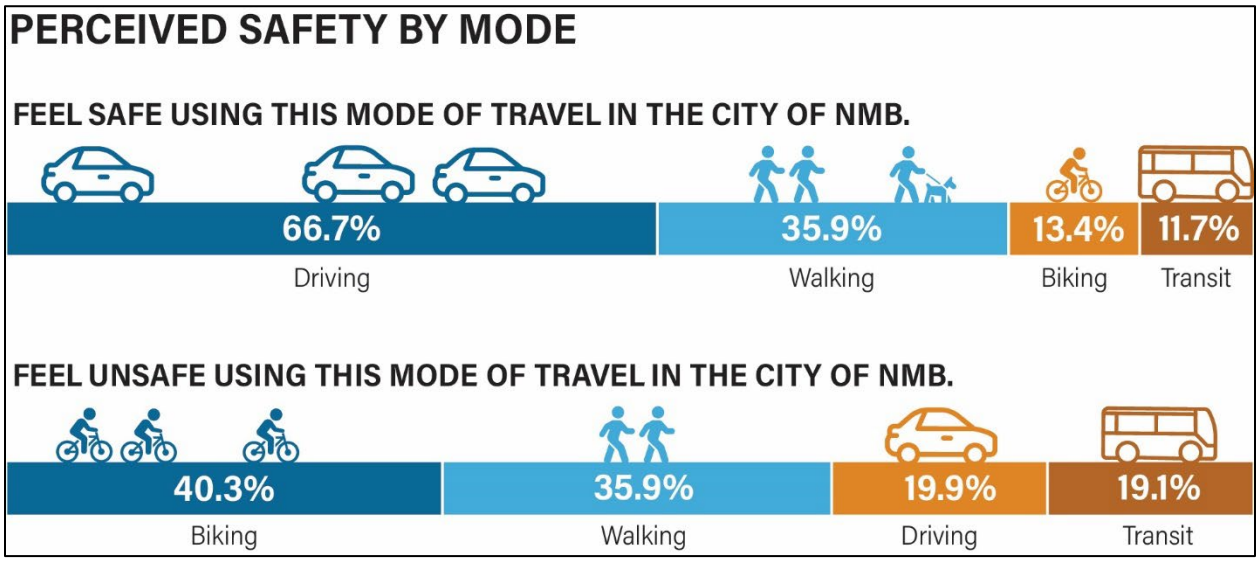
Figure 25 shows that safety perceptions vary significantly by mode: two-thirds of respondents feel safe driving, but only about a third feel safe walking, and even fewer feel safe biking or using transit. Biking is perceived as the most unsafe mode choice in North Miami Beach, followed closely by walking. These safety concerns influence travel behavior, with over 60% of respondents reporting that safety perceptions affect their choices, ranging from anxiety and fear of collisions to changing travel modes or destinations. The leading perceived causes of unsafe conditions include poor driver behavior, unsafe street design, and inadequate traffic signal timing.

Figure 25: Perceived Safety by Mode



Source: Community Engagement Survey, 2025

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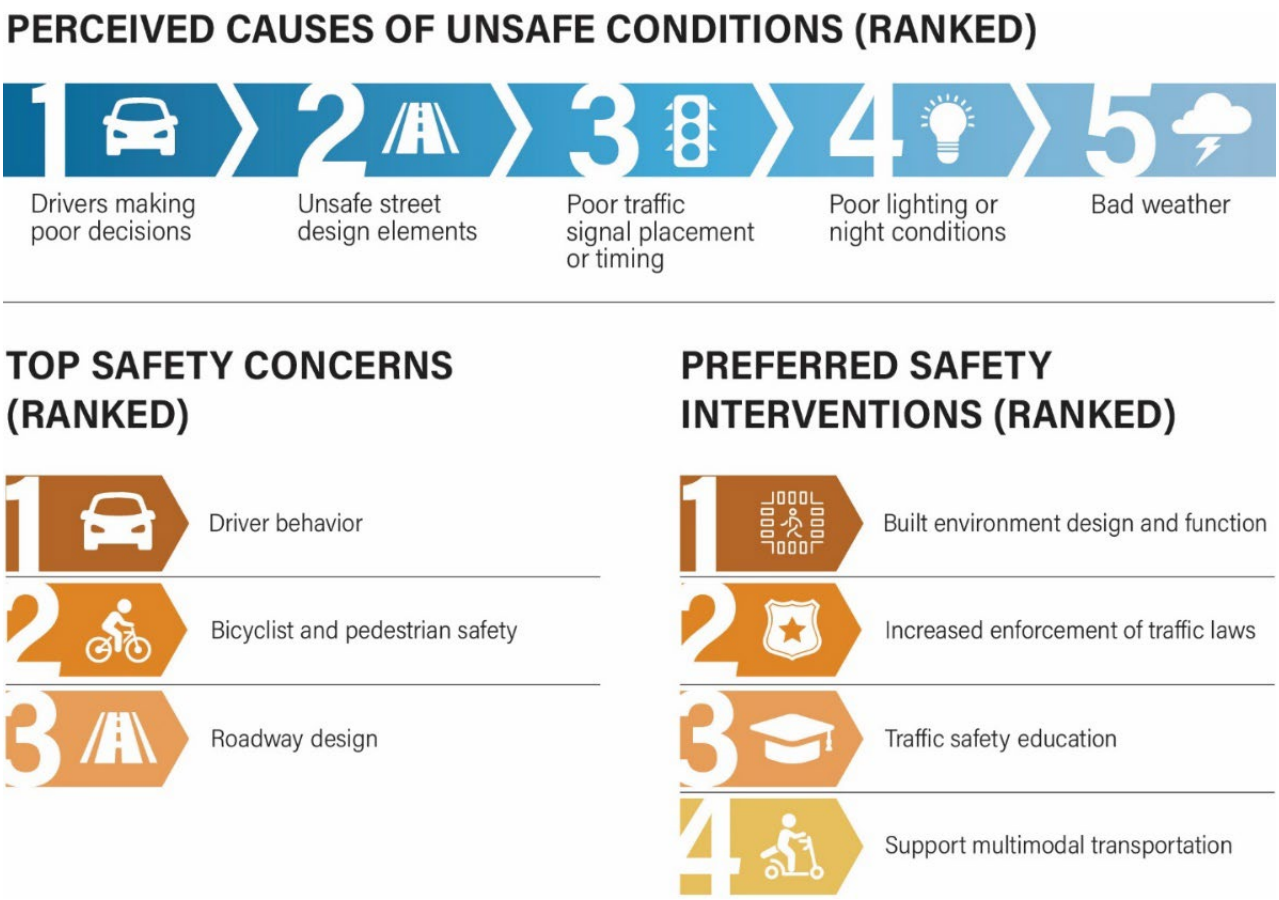
When it comes to perceived causes of unsafe conditions, top safety concerns, and preferred safety interventions to address safety concerns, residents ranked their responses as shown in **Figure 26**.

For percieved causes of unsafe conditions, drivers making poor decisions topped the ranking, followed by unsafe street design elements, poor traffic signal placement or timing, poor lighting or night conditions, with bad weather ranking last. Understanding and addressing perceived safety concerns is essential, as they significantly influence individuals' decisions to walk, bike, or use public transit, regardless of actual crash statistics.

Survey responders ranked their top safety concerns as driver behavior, followed by bicyclist and pedestrian safety, and roadway design third.

For preferred safety interventions, participants ranked built environment design and function as their number one priority for intervention, increased enforcement second, followed by traffic safety education, and support for multimodal transportation ranking last.

Figure 26: Ranked Responses Related to Safety Concerns and Interventions



Source: Community Engagement Survey, 2025

Open Ended Response Summary – Ranked in order of comment frequency

The survey did provide an area of free response where the survey responders were able to type in comments, concerns and/or countermeasures for consideration. Considering the number of responses from the survey the free responses were grouped together into seven (7) categories and responses were summarized and ranked in order of comment frequency.

1. Traffic Safety and Law Enforcement

Police Presence and Enforcement

- A dominant concern is the lack of visible and effective traffic enforcement.
- Residents called for more officers, especially in high-risk areas like 167th Street and 19th Avenue.
- Suggestions included:
    - Increased patrols during rush hours
    - Undercover enforcement
    - Use of traffic cameras
    - More consistent ticketing for violations such as speeding, red-light running, and illegal parking
    - Stricter enforcement against distracted driving (e.g., phone use)

2. Speeding and Driver Behavior

Speeding and Control Measures

- Speeding in residential areas is a major issue.
- Requests included speed bumps on NE 187th Street, 174th Street, 159th Street, and near parks and schools.
- Additional suggestions: radar enforcement and better signage.

Driver Behavior

- Concerns include reckless driving, failure to yield, aggressive lane changes, and distracted driving.
- Residents suggested public education campaigns and stricter penalties to improve accountability.

3. Traffic Flow and Signal Timing

Signal Improvements

- Frustration with poorly timed or missing traffic signals.
- Specific requests:
    - Left-turn signals at key intersections (e.g., Dixie Highway and 151st Street)
    - Emergency pedestrian buttons

- AI-based traffic light synchronization
- Better signs at confusing intersections (e.g., 14th Ave & 151st St, 19th Ave & 183rd St)

Congestion Hotspots

- Heavy congestion reported on 163rd Street and Miami Gardens Drive.
- Suggestions: redesign traffic routes, add roundabouts, and improve lane management.

Railroad Crossings

- Concerns about Brightline crossings at NE 163rd Street and NE 172nd Street.
- Requests to adjust crossing arm timing and reduce train speeds.

4. Infrastructure and Street Design

Sidewalks and Bike Lanes

- Sidewalks are often crumbling, blocked, or obstructed.
- Residents called for:
  - Continuous, well-maintained sidewalks
  - Protected bike lanes physically separated from traffic
  - Better lighting and visibility at night
  - Clearer, continuous bike lane markings

Street Design and Maintenance

- Requests included:
  - Repainting faded lane markings
  - Widening narrow streets (e.g., 19th Avenue)
  - Installing roundabouts and clearer signage
  - Addressing potholes and drainage issues
  - Improved intersection design and maintenance

Scooter and E-Vehicle Regulation

- Electric scooters and e-bikes seen as safety hazards, especially on sidewalks.
- Suggestions included:
  - Clear rules for operation
  - Age restrictions
  - Mandatory safety courses

5. Urban Growth and Planning

Unchecked Development

- Concerns about rapid construction of high-rises and multifamily buildings without infrastructure upgrades.
- Fears include worsening congestion, reduced safety, and strain on public services.

Revitalization and Equity

- Some support revitalization, but others urge equitable resource distribution and prioritization of basic infrastructure before new projects.

6. Public Transit and Accessibility

Transit Concerns

- Criticism of unreliable bus service and underused trolleys.
- Suggestions:
    - Reallocate trolley funds to road safety
    - Pressure county for better regional transit
    - Improve transportation options for seniors
    - Address bus driver behavior and interactions with other road users

7. Community Safety and Engagement

Lighting and Visibility

- Strong demand for improved street lighting, especially at intersections and in darker neighborhoods.

Code Compliance and Property Maintenance

- Calls for stricter enforcement of:
    - Parking regulations
    - Sidewalk and landscaping maintenance
    - Removal of inoperable vehicles

Community Engagement

- Ideas included:
    - Crime watch patrols
    - Sidewalk inspection programs
    - Public awareness campaigns on pedestrian safety and right-of-way laws
    - Increased safety measures for seniors

Policies, Programs & Projects

As discussed in previous sections, the North Miami Beach Safety Action Plan utilizes both the Safe System Approach, as recommended by US DOT, and the five (5) guiding principles adopted by the City Commission to create the plan (evaluation, education, equity, engagement, and engineering). These two (2) sets of principles are directly connected and create five (5) key strategies for the Safety Action Plan that follow the national approach but also provide for more focused strategies related to the city itself. **Table 6** shows how these principles are connected within the plan.

Table 6: North Miami Beach Safety Action Plan Strategy Matrix

NMB Strategy	NMB Guiding Principle(s)	Safe System Approach
1) Data-driven and infrastructure-based prevention	Evaluation, Engineering	Prevent Death & Serious Injury Crashes
2) Awareness and forgiving design	Education, Engineering	Design for Human Mistakes/Limitations
3) Speed data and physical interventions with traffic calming and speed management	Evaluation, Engineering	Reduce Speed & Kinetic Energy
4) Inclusive planning and communication	Engagement, Equity	Shared Responsibility
5) Crash trend analysis and targeted countermeasures	Evaluation, Engineering	Proactively Identify & Address Risk

Strategies outlined in the following section are proposed policy and program driven recommendations to advance the city to Vision Zero. Key Performance Indicators (KPIs) are assigned to the policies and programs and are trackable indicators for measuring progress toward Vision Zero goals. In essence, the recommendations align the city with a path to achieve Vision Zero utilizing the guiding principles, while the KPIs track the progress along that path.

1) Data-driven and infrastructure-based prevention

Safe System Approach: Preventing Death and Serious Injury Crashes

NMB Plan Principles: Evaluation, Engineering

Strategy:
This strategy emphasizes using data analysis (evaluation) and infrastructure design (engineering) to proactively prevent crashes. For example, if a roadway corridor has a known speeding issue, the roadway can be re-designed with speed management countermeasures and traffic calming features to change driver behavior and slow drivers down before a serious injury or fatal crash can occur. This approach shifts the focus from reacting to crashes to preventing them before they occur.

Table 7: Data-Driven and Infrastructure-Based Prevention Commitments

Potential Strategy	Lead Agency	Implementation	Key Performance Indicator
Target improvements on HIN (Policy)	NMB Public Works	Prioritize long range planning efforts and funding to focus on the HIN for transportation improvements. Utilize FHWA Proven Safety Countermeasures as lead project types.	Track and monitor the number of improvements done to the HIN.
Explore potential enforcement policies regarding electric scooter safety (Policy)	NMB Police Department, NMB City Commission	Review state law and work with city officials to develop an enforcement strategy for unsafe electric scooter use.	Conduct City workshop(s) to develop an enforcement strategy for electric scooters.
Review potential countermeasures to prevent pedestrians from crossing NE 163rd/167th Street at mid-block points (Program)	NMB Public Works, NMB Police Department	Work with state transportation partners to develop an understanding of potential countermeasures to prevent pedestrians from crossing NE 163rd/167th Street at mid-block points.	Conduct meetings with FDOT to establish a project blueprint and/or corridor vision to enhance pedestrian safety.

2) Awareness and forgiving design

Safe System Approach: Design for Human Behavior and Mistakes

NMB Plan Principles: Education, Engineering

Strategy:
Recognizing that humans will make mistakes, this connection supports educating road users about safe behaviors (education) while also designing roads that consider errors due to human behavior (engineering). Examples include roundabouts that reduce severe crashes, or rumble strips that alert drivers when they drift. The goal is to minimize the consequences of mistakes, not just try to eliminate them.

Table 8: Awareness + Forgiving Design Commitments

Potential Strategy	Lead Agency	Implementation	Key Performance Indicator
Conduct Driver Education Workshops in each Commission District. (Program)	NMB Public Works, NMB Police Department, NMB Communications	Focus on educating the general public about dangers associated with aggressive driving. Offer community incentives for participation, i.e a place for traffic concerns to be heard by local elected officials and staff.	Conduct one (1) Driver Education Workshop in each City Commission District.
Conduct Driver Education Social Media Campaign (Program)	NMB Public Works, NMB Police Department, NMB Communications	Utilize social media platforms to attract a wider range of community members with safety campaigns and awareness initiatives centered around advancing transportation safety.	Conduct monthly social media posts with various city social media accounts to promote transportation safety.
Electric Scooter Use Education Campaign (Program)	NMB Public Works, NMB Police Department, NMB Communications	Work with community groups and city staff to be present at community events with education materials, flyers, and/or a booth to educate residents on the safe use of electric scooters.	Attend two (2) community events per year and provide education resources to residents.

3) Speed data and physical interventions

Safe System Approach: Reduce Speed and Kinetic Energy

NMB Plan Principles: Evaluation, Engineering

Strategy:
Speed is a critical factor in crash severity. This connection involves analyzing speed data (evaluation) and implementing physical measures (engineering) like speed humps, narrowed lanes, or signal timing to manage speeds. The aim is to reduce kinetic energy in potential crashes, making them more survivable.

Table 9: Speed Data + Physical Intervention Commitments

Potential Strategy	Lead Agency	Implementation	Key Performance Indicator
Use speed data to identify Speed Management Corridors and implement traffic calming improvements. (Policy)	NMB Public Works	Develop a policy to implement traffic calming projects on roadway segments identified as a Speed Management Corridor. Update Speed Management Corridors with traffic and speed data collection annually or every two (2) years.	Track and monitor the number of traffic calming improvements installed on Speed Management Corridors or roadways with known speeding issues.
Speed Limit Enforcement (Program)	NMB Police Department	Target Speed Limit enforcement on Speed Management Corridors and the HIN.	Number of Speed Enforcement Campaigns on the HIN and Speed Management Corridors.

4) Inclusive planning and communication

Safe System Approach: Shared Responsibility

NMB Plan Principles: *Engagement, Equity*

Strategy:
Safety is a shared responsibility among planners, engineers, policymakers, and the public. This connection highlights the importance of inclusive engagement (engagement) and ensuring that all communities, especially vulnerable or underserved ones, are considered in planning (equity). It promotes collaborative decision-making and equitable access to safe transportation.

Table 10: Inclusive Planning and Communication Commitments

Potential Strategy	Lead Agency	Implementation	Key Performance Indicator
Communicate Data Transparently (Program)	NMB Public Works and NMB Police Department	Develop and regularly update a publicly facing dashboard to communicate the HIN and track overall Vision Zero Progress for the community.	Update Dashboard once a year with crash data and findings and Dashboard visits per year

5) Crash trend analysis and targeted countermeasures

Safe System Approach: Proactively Identify and Address Risk

NMB Plan Principles: Evaluation, Engineering

Strategy:
Instead of waiting for crashes to happen, this approach uses trend analysis (evaluation) to identify emerging risks and applies targeted engineering solutions (engineering) to address them. For instance, if data shows a rise in pedestrian injuries in a certain area, interventions like better crosswalks or pedestrian signals can be implemented before more crashes occur.

Table 11: Crash Trend Analysis + Targeted Countermeasures Commitments

Potential Strategy	Lead Agency	Implementation	Key Performance Indicator
Focus improvements on vulnerable road users (Policy)	NMB Public Works	Advance policies, programs, and projects that improve safety outcomes for vulnerable road users (pedestrians, bicyclists, and transit riders)	Adopt city wide resolution that prioritizes vulnerable road users, consistent with Miami-Dade County's prioritization of vulnerable road users.

The Safety Action Plan requires actions to be taken that will implement the plan. Below are the recommended program actions and potential policies to develop the subsequent phases of the Safety Action Plan.

Summary of Policy Recommendations

Policy has the ability to set engineering standards or guide funding decision-making that directly attributes to transportation safety outcomes. The policies developed for this plan are aligned with the goal of reaching zero traffic-related deaths in the city by 2050.

- Target Improvements on High Injury Network (HIN)
    - **Lead Agency**: NMB Public Works
    - **Implementation Strategy**: Prioritize funding for long-range transportation planning efforts focused on the HIN via the transportation element in the Capital Improvement Program (CIP). Use FHWA Proven Safety Countermeasures as the primary project types.
- Explore potential enforcement policies for the unsafe use of electric scooters
    - **Lead Agency:** NMB Police Department and NMB City Commission
    - **Implementation Strategy:** Review state law and work with City officials to develop an enforcement policy for unsafe electric scooter use.
- Use speed data to identify Speed Management Corridors and implement traffic calming improvements
    - **Lead Agency**: NMB Public Works
    - **Implementation Strategy**: Develop a policy to implement traffic calming improvements on roadway segments identified as a Speed Management Corridor using speed and volume data that is updated at regular intervals (annually or every two (2) years).
- Focus Improvements on Vulnerable Road Users
    - **Lead Agency**: NMB Public Works
    - **Implementation Strategy**: Advance citywide policies, programs, and projects that prioritize safety for pedestrians, bicyclists, and transit riders. Align with Miami-Dade County's prioritization of vulnerable road users.

Summary of Program Recommendations

To create a community culture of safety, this plan recommends several programs to focus on behavior changes through education and enforcement.

- Review Countermeasures to prevent pedestrians from crossing NE 163rd/167th Street at mid-block points
    - **Lead Agency**: NMB Public Works, NMB Police Department
    - **Implementation Strategy:** Work with state transportation partners to develop an understanding of potential countermeasures to prevent pedestrians from crossing NE 163rd/167th Street at mid-block points.
- Driver Education Workshops
    - **Lead Agency**: NMB Public Works, NMB Police Department, NMB Communications
    - **Implementation Strategy**: Conduct driver education workshops in each Commission District to educate the public about the dangers of aggressive driving. Offer community incentives and provide a platform for residents to voice traffic concerns to local officials.
- Conduct Driver Education Social Media Campaign
    - **Implementation Strategy**: Utilize social media platforms to attract a wider range of community members with safety campaigns and awareness initiatives centered around advancing transportation safety.
    - **Lead Agency:** NMB Public Works, NMB Police Department, NMB Communications
- Safe Electric Scooter Use Education Campaign
    - **Implementation Strategy**: Work with community groups and city staff to be present at community events with education materials, flyers, and/or a booth to educate residents on the safe use of electric scooters.
    - **Lead Agency:** NMB Public Works, NMB Police Department, NMB Communications
- Speed Limit Enforcement
    - **Lead Agency**: NMB Police Department
    - **Implementation Strategy**: Focus speed limit enforcement efforts on Speed Management Corridors and the High Injury Network (HIN).
- Communicate Data Transparently
    - **Lead Agency**: NMB Public Works
    - **Implementation Strategy**: Develop a public dashboard to display the HIN and track Vision Zero progress, ensuring transparency and community engagement.

Recommended Projects

After analyzing crash and speed data, recommended projects were identified and prioritized for the City of North Miami Beach. FHWA proven countermeasures were used to develop project recommendations. Planning-level cost estimates are provided for each countermeasure chosen for the project using low, medium, and high averages that were provided by the FHWA. Note that these cost estimates are subject to local and current material costs and should be updated in later phases of the Safety Action Plan.

Some project locations identified through this Safety Action Plan were already identified for future improvements by other agencies. The city will need to keep coordinating with these other agencies to ensure future improvements align with this Safety Action Plan. **Table 12** summarizes recommended projects and overall prioritization scores that are not identified in other work programs or master plans. **Table 13** summarizes recommended projects and overall prioritization scores that are identified in other work programs or master plans. These recomended projects are based upon Proven Safety Countermeasures identified by the FHWA.

Proven Safety Countermeasures

In a direct response to the severe and frequent crashes observed on the HIN, the project team adopted the use of the FHWA's 28 Proven Safety Countermeasures (PSCs). The PSCs from the FHWA are proven and effective at reducing roadway fatalities and serious injury crashes. While not all 28 PSCs were identified as potential solutions for the study, the team included descriptions of all PSCs to serve as resources for future interventions.

These countermeasures target key safety areas; speed management, intersections, roadway departures, and pedestrian/bicyclist safety, and often address multiple areas at once. Please see a short description of each PSC below, grouped by their key safety areas. This Safety Action Plan proposes PSC at 25 intersection locations identified in the HIN based on crash history and intersection crash profiles provided in **Appendix D**.

PSCs that were chosen for the study are highlighted in orange. For purposes of the cost estimates, the FHWA defines a corridor as an interconnected network of transportation facilties that may include multiple freeways, arterial roadways, and transit services.

SPEED MANAGEMENT

PSC: Appropriate Speed Limits for All Road Users

Setting speed limits that consider the safety of all road users, including pedestrians and cyclists, helps create a safer traffic environment. This involves evaluating road context and user behavior.

Medium Cost: $26,475 per corridor level improvement. Note, this cost is based on estmated cost of speed study and sign replacement.

PSC: Speed Safety Cameras (SSCs)
SSCs automatically detect and record vehicles exceeding speed limits, serving as a deterrent to speeding. Their use has been associated with reductions in speed-related crashes.

Medium Cost: $211,800 per corridor level improvement.

PSC: Variable Speed Limits (VSLs)
VSLs adjust speed limits based on real-time traffic, weather, or road conditions to enhance safety. They help manage traffic flow and reduce crash risks during changing conditions.

High Cost: $1,059,000 per corridor level improvement.

PEDESTRIAN/BICYCLIST SAFETY

PSC: Road Diets (Roadway Reconfigurations)
Road diets involve reducing the number of travel lanes to allocate space for other uses such as bike lanes, parking, or turn lanes. This reconfiguration can lead to reduced vehicle speeds and improved safety for all road users.

High Cost: $1,111,541. Cost based on corridor length and is a representative average price.

PSC: Medians and Pedestrian Crossing Islands in Urban and Suburban Areas
Installing medians or pedestrian islands provides a safe refuge for pedestrians crossing multi-lane roads, allowing them to focus on one direction of traffic at a time. This design improves pedestrian safety and can also manage vehicle turning movements.

Low Cost: $14,296 per crossing. Depends on scope of construction project.

PSC: Pedestrian Hybrid Beacons (PHBs)
PHBs are traffic control devices that help pedestrians cross busy streets by stopping vehicular traffic with a red signal. They are activated by pedestrians and have been shown to significantly reduce pedestrian crashes.

Medium Cost: $61,422 per crossing.

PSC: Crosswalk Visibility Enhancements
Enhancing crosswalk visibility through high-visibility markings, signage, and lighting increases driver awareness and helps reduce pedestrian-related crashes.

Low Cost: $17,367 per crossing.

PSC: Rectangular Rapid Flashing Beacon (RRFB)
RRFBs are bright, rectangular yellow lights that flash quickly, grabbing driver's attention when a pedestrian is about to cross the roadway.

Medium Cost: $23,562 per crossing.

PSC: Leading Pedestrian Intervals (LPIs)
LPIs give pedestrians a head start by activating the walk signal a few seconds before the green light for vehicles. This increases pedestrian visibility and reduces conflicts with turning vehicles.

Low Cost: $1,270 per intersection.

PSC: Walkways
Providing designated walkways, such as sidewalks or paths, separates pedestrians from vehicular traffic. This infrastructure is fundamental in preventing pedestrian injuries and fatalities.

High Cost: $317,700 per mile.

PSC: Bicycle Lanes
Designated bicycle lanes offer cyclists a defined space on the roadway, reducing conflicts with motor vehicles. They promote safer and more predictable interactions between cyclists and drivers.

Medium Cost: $185,325 per mile.

ROADWAY DEPARTURE

PSC: Longitudinal Rumble Strips and Stripes on Two-Lane Roads
These are grooves or raised stripes placed along the centerline or edge line of roads to alert inattentive drivers through vibration and sound. They are effective in reducing roadway departure crashes.

Low Cost: $2,557 per mile.

PSC: Enhanced Delineation for Horizontal Curves
Improving signage, pavement markings, and surface friction on curves helps drivers navigate safely, especially under adverse conditions. These enhancements reduce the risk of run-off-road crashes.

Low Cost: $2,753 per mile.

PSC: SafetyEdge

SafetyEdge is a paving technique that shapes the edge of the pavement to a 30-degree angle, making it easier for drivers to re-enter the roadway if they drift off. This reduces the risk of crashes due to edge drop-offs.

Low Cost: $2,118 per mile.

PSC: Roadside Design Improvements at Curves

Enhancing roadside features at curves, such as clear zones and barriers, helps prevent vehicles from leaving the roadway. These improvements mitigate the severity of crashes when vehicles run off the road.

High Cost: $529,500 per mile, depending on slope and scope of work.

PSC: Median Barriers

Installing median barriers prevents vehicles from crossing over into oncoming traffic lanes, reducing the likelihood of head-on collisions. They are particularly effective on divided highways.

Medium Cost: $252,042 per mile.

PSC: Wider Edge Lines

Wider edge lines enhance the visibility of the boundaries of the travel lane for the driver. Wide edges are typically 2 inches wider than normal edge lines.

Low Cost: $2,753 per mile.

INTERSECTIONS

PSC: Roundabouts

Roundabouts are circular intersections designed to improve traffic flow and reduce severe crashes by eliminating crossing conflicts. They have been shown to significantly decrease fatal and injury crashes compared to traditional intersections.

High Cost: $1,313,160 per intersection. Varies depending on size and width of intersection.

PSC: Reduced Left-Turn Conflict Intersections (e.g., RCUTs)

These intersections modify traffic patterns to minimize left-turn conflicts, often by redirecting left-turning vehicles to make right turns followed by U-turns. This design reduces potential collision points and improves safety.

High Cost: $1,228,440 per intersection. Varies depending on size and width of intersection.

PSC: Corridor Access Management

Access management involves controlling the location, design, and operation of driveways and intersections to improve traffic flow and safety. Techniques include consolidating access points and implementing medians to reduce conflict points.

Medium Cost: $206,505 per project.

PSC: Backplates with Retroreflective Borders

Adding retroreflective borders to traffic signal backplates enhances signal visibility, especially during nighttime or adverse weather conditions.

Low Cost: $2,118 per intersection.

PSC: Yellow Change Intervals

Properly timed yellow intervals at traffic signals provide drivers with adequate warning before the signal turns red. This reduces red-light running and associated crashes.

Low Cost: $5,295 per intersection.

PSC: Dedicated Left- and Right-Turn Lanes at Intersections

Adding dedicated turn lanes at intersections separates turning vehicles from through traffic, reducing rear-end and turning collisions. This design improves traffic flow and safety.

High Cost: $529,500 per intersection. This cost assumes one turn lane per intersection.

PSC: Systemic Application of Multiple Low-Cost Countermeasures at Stop-Controlled Intersections

Implementing a combination of low-cost safety measures, such as enhanced signage and pavement markings at stop-controlled intersections.

Low Cost: $10,590 per intersection.

CROSSCUTTING

PSC: Local Road Safety Plans (LRSPs)

LRSPs are strategic plans developed by local agencies to identify and address roadway safety issues. They guide the implementation of targeted safety improvements based on data analysis.

No Cost Estimate: Cost is dependent on scope and geographical extent of LRSP.

PSC: Road Safety Audits (RSAs)

RSAs are formal evaluations of existing or planned roadways conducted by a multidisciplinary team to identify safety issues and recommend improvements. They help integrate safety considerations into all stages of project development.

No Cost Estimate: Cost is dependent on scope and geographical extent of RSA.

PSC: Pavement Friction Management

Managing pavement friction involves monitoring and improving road surface conditions to ensure adequate traction. This reduces the risk of skidding and loss-of-control crashes, especially in wet conditions.

Medium Cost: $74,130 per curve. Note, average curve computed for cost estimate was 0.12 miles long and 26 feet wide.

PSC: Lighting

Installing or upgrading roadway lighting improves visibility for drivers, cyclists, and pedestrians, particularly at night. Enhanced lighting reduces the likelihood of crashes in low-light conditions.

Medium Cost: $116,490 per luminaire system. Note, cost is derived from averaged high mast light pole furnishing and installation.

Please note, all icons and symbology assoicated with the FHWA countermeasures were sourced from the FHWA Proven Safety Countermeasures website *https://highways.dot.gov/safety/proven-safety-countermeasures*.

Table 12: Recommended Projects: Intersections and Corridors with No Planned Improvements

#	Intersection or Corridor Planning Level Construction Cost Estimate ($)	Overall Prioritization Score	Roundabouts	Bicycle Lanes	Crosswalk Visibility Enhancements	Leading Pedestrian Interval	Medians and Pedestrian Refuge Islands	Pedestrian Hybrid Beacons	Lane Repurposing (Roadway Reconfiguration)	Corridor Access Management	Dedicated Left- and Right-Turn Lanes	Reduced Left-Turn Conflict Intersections	Systemic Application of Multiple Low-Cost CMs	Yellow Change Intervals	Lighting	Local Road Safety Plans	Road Safety Audit
1	NE 163rd St & NE 18th Ave Total Estimated Cost: $237,000	7.8					X			X			X	X			
2	NE 163rd St & NE 19th Ave Total Estimated Cost: $225,000	7.8			X	X				X							
3	N Miami Beach Blvd & NE 10th Ave Total Estimated Cost: $1,330,000	7.7		X	X				X				X	X			
4	NE 167th St & NE 4th Ave Total Estimated Cost: $178,000	7.65						X							X		
5	NE 167th St & NE 6th Ave Total Estimated Cost: $132,000	7.6				X	X								X		
6	N Miami Beach Blvd & NE 11th Ave Total Estimated Cost: $17,000	7.55			X												
7	NE 163rd St & NE 12th Ave Total Estimated Cost: $1,263,000	7.2			X	X						X	X	X			
8	NE 181st St & NE 9th Ct Total Estimated Cost: $2,762,000	7.2	X				X		X						X		
9	NE 167th St & NE 19th Ave Total Estimated Cost: $1,313,000	6.95	X														
10	NE 172nd St & NE 19th Ave Total Estimated Cost: $1,228,000	6.9										X					
11	NE Miami Gardens Dr & NE 19th Ave Total Estimated Cost: $33,000	6.75			X									X			
12	NE 171st St & NE 19th Ave Total Estimated Cost: $562,000	6.7			X	X	X				X						
13	NE 167th St & NE 10th Ave Total Estimated Cost: $135,000	6.55			X	X									X		
14	NE 167th St & NE 8th Ave Total Estimated Cost: $17,155	6.5				X								X	X		
15	NE 151st St & Biscayne Blvd Total Estimated Cost: $134,000	6.3				X								X	X		X
16	NW 167th St & NW 1st Ave Total Estimated Cost: $1,290,000	5.9						X				X					
17	NE 163rd St & NW 2nd Ave Total Estimated Cost: $35,000	5.5			X	X								X	X		
18	NE 14th Ave (From Miami Dr to NE 151st St) Total Estimated Cost: $1,341,000	2.65			X										X	X	X
19	NE 168th St & NE 9th Ave Total Estimated Cost: $1,447,000	1.3			X										X		X

Table 13: Recommended Projects: Intersections and Corridors with Planned Improvements

#	Intersection or Corridor Planning Level Construction Cost Estimate ($)	Overall Prioritization Score	Roundabouts	Crosswalk Visibility Enhancements	Leading Pedestrian Interval	Medians and Pedestrian Refuge Islands	Backplates with Retroreflective Borders	Reduced Left-Turn Conflict Intersections	Systemic Application of Multiple Low-Cost CMs	Yellow Change Intervals	Lighting	Local Road Safety Plans	Road Safety Audit
1	NE 163rd St & W Dixie Hwy Total Estimated Cost: $17,000	**7.2**			X				X	X			X
2	NE 159th St & NE 12th Ave Total Estimated Cost: $32,000	**6.95**		X		X							
3	NE 163rd St & Biscayne Blvd Total Estimated Cost: $17,000	**6.8**			X				X	X			
4	NE 20TH AVE (From NE 183rd St to NE 167th St) Total Estimated Cost: $1,324,000	**6.7**	X							X		X	X
5	NE 163rd St & NE 35th Ave Total Estimated Cost: $16,000	**6.2**								X	X		
6	NE 167th St & NE 2nd Ave Total Estimated Cost: $17,000	**6.2**			X					X	X		
7	NE 172nd St & Biscayne Blvd Total Estimated Cost: $21,000	**6.1**		X	X		X						X
8	NE 172nd St & W Dixie Hwy Total Estimated Cost: $16,000	**6.1**								X	X		X
9	NE 151st St & W Dixie Hwy Total Estimated Cost: $1,228,000	**6.05**						X					
10	NW 167th St & N Miami Ave Total Estimated Cost: $134,000	**5.9**		X							X		
11	S Glades Dr (NE 185th St to NE 173rd St) Total Estimated Cost: $116,000	**2.5**									X	X	X

***** Locations have been identified in other city, county, and state work programs and transportation master plans

Plan Summary and Next Steps

The North Miami Beach Vision Zero Safety Action Plan is a comprehensive initiative aimed at eliminating traffic fatalities by 2050. Rooted in the Safe System Approach, the plan emphasizes that no loss of life is acceptable and that safety must be proactively designed into the transportation system. It adopts five guiding principles—Evaluation, Education, Equity, Engagement, and Engineering—to guide its strategies. The plan is supported by crash data analysis from 2019 to 2023, which revealed a concerning trend of fatal and severe injury crashes, particularly in 2019 and again in 2024. The city's demographic profile, including a diverse population and high reliance on personal vehicles, further informs the plan's targeted interventions.

The plan identifies a High Injury Network (HIN) and Speed Management Corridors to prioritize areas with the most severe crash histories. It incorporates 28 Proven Safety Countermeasures recommended by the Federal Highway Administration (FHWA), such as roundabouts, pedestrian hybrid beacons, and road diets. These countermeasures are strategically applied to intersections and corridors based on crash severity, proximity to community hubs (for equity and vulnerable user prioritization), and alignment with redevelopment areas. The plan also integrates existing local, county, and state transportation policies and projects to ensure alignment and leverage ongoing efforts.

Community engagement played a central role in shaping the plan. Through multilingual surveys and interactive mapping tools, residents voiced concerns about speeding, poor infrastructure, and unsafe driver behavior. The feedback highlighted a strong demand for better enforcement, improved signal timing, safer pedestrian and bicycle infrastructure, and more responsive urban planning. These insights directly influenced the prioritization of projects and the development of policy and program recommendations.

To implement the plan, the City of North Miami Beach outlines a phased approach. Immediate actions include forming a Vision Zero Task Force, developing a traffic calming plan, and launching a public dashboard to track progress. Over the next five years, the city will focus on public education, targeted enforcement, and infrastructure improvements. Key Performance Indicators (KPIs) will monitor progress, ensuring accountability and transparency. By aligning local efforts with broader regional and federal safety goals, the City of North Miami Beach Vision Zero Safety Action Plan sets a bold and actionable path toward safer streets for all.

Implementation Timeline for Policies, Programs, & Projects

The policies and programs identified within this section provide a blueprint for advancing the Vision Zero goal within the City, but they require key elements and champions to be established in order to successfully manage and guide the outcomes. The first five (5) policies and programs listed below represent the needed power to push the Vision Zero programs and policies forward and to track progress and should be completed within the first year of implementation of the action plan. The remaining two (2) policies and programs listed below should be implemented within years two (2) through five (5) of the Safety Action Plan.

FIRST YEAR TARGETS

1. **Establish a Vision Zero Task Force** - In order to promote a shared responsibility for safety and continued collaboration, a Vision Zero Task Force will be a working group that meets regularly throughout the year to review crash trends and safety initiatives.

   The Vision Zero Task Force should include members from FDOT District 6, Miami-Dade DTPW, Miami-Dade TPO, Miami-Dade School Board, and the City of North Miami Beach various departments. To facilitate implementation of recommended projects, the Vision Zero Task Force shall identify key reccomended projects that require cross-agency collaboration.

Timeline: Immediately upon adoption of Safety Action Plan.

2. **Establish an Implementation Plan for the Safety Action Plan Recommended Projects -** This task is to coincide with the working group between FDOT District 6, Miami-Dade DTPW, Miami-Dade TPO, and the City of North Miami Beach. The Projects Implementation Plan will detail needed improvements at identified project locations listed in **Table 12**, develop concept plans, preliminary site specific cost estimates (including mobilization, design, contingency, construction engineering and inspection), and identify funding strategies to implement recommended projects.

Timeline: On-going, aligned with the establishment of the Vision Zero Task Force.

3. **Create traffic calming/speed management plan** – The city will develop a plan to identify appropriate locations for traffic calming measures based on an evaluation and analysis of speeding records, speed data, and crash data.

Timeline: Immediately upon adoption of Safety Action Plan.

4. **Collect and Analyze Data for Project Evaluation** – A data-driven approach is the backbone of a Safe System Approach to measure effectiveness. Annual reporting of crash data will be completed to evaluate the safety benefits of projects implemented.

Timeline: On-going, semi-annual basis to track yearly trends.

5. **Publish Annual Safety Report using a Public Dashboard –** The city will track KPIs on a dashboard system that will be available to the public. Progress will be tracked regularly in annual intervals and include safety trends that will help communicate the progress towards the plan's goals.

Timeline: Immediately upon adoption of Safety Action Plan and updated annually.

YEAR 2 THROUGH 5 TARGETS

6. **Local outreach and public awareness** – Public engagement booths can be effective at local events such as the Heart Health Walk and Snow Fest to promote education on safe pedestrian, bicycle and driving behavior. Running safety campaigns to raise public awareness about road safety issues such as distracted driving or operating electric bicycles safely can be utilized.

Timeline: On-going until Vision Zero goal is achieved.

7. **Targeted Enforcement** - Targeted enforcement can help reinforce safe travel behavior to follow state and local traffic laws. Police presence could be increased at locations with a high history of speeding and/or crashes. Areas for targeted enforcement should be reviewed on a yearly basis based on crash data collected, task force recommendations, and ticketing.

Timeline: On-going until Vision Zero goal is achieved.

By implementing these plans, policies and programs a successful outcome can be achieved by the Safety Acion Plan.

Consent Agenda
9.20.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Ricardo Castillo, Chief Information Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-127 Approving a Five-Year Lease to Own Agreement for the Citywide Backup Systems with DDI Capital (Ricardo Castillo, Chief Information Officer)

Description

The City's and Police Department's current backup systems have been in place for over five years. As technology evolves, it is vital to maintain up-to-date backup infrastructure to safeguard against ransomware attacks, viruses, malicious cyber threats, and accidental user deletions.

BACKGROUND ANALYSIS:

The existing backup solution is not compliant with **FIPS-140-2**, a mandatory cryptographic standard required of U.S. federal agencies, defense contractors, and Criminal Justice Agencies such as the North Miami Beach Police Department. FIPS-140-2 compliance ensures that digital data is encrypted and protected using modules that meet rigorous national security standards.

The proposed replacement backup system not only meets FIPS-140-2 requirements but also provides scalability for future upgrades, aligning with best practices in data security and disaster recovery.

RECOMMENDATION: The Administration recommends that the Mayor and City Commission approve the piggyback of NCPA Contract 01-169 and authorize the City Manager to execute a five-year lease-to-own agreement for the acquisition of a new Citywide backup system in an amount not to exceed $500,000.

FISCAL/ BUDGETARY The cost of the proposed lease-to-own agreement is not to exceed $500,000 over a five-year term. Funding has been allocated within the

IMPACT: Information Technology Department's budget for this purpose.

ATTACHMENTS:

Description

- Resolution
- Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO AUTHORIZE A FIVE YEAR MASTER LEASE AGREEMENT BETWEEN THE CITY AND DDI CAPITAL FOR THE PURCHASE OF A DATA STORAGE SYSTEM IN AN AMOUNT NOT TO EXCEED $500,000.00; APPROVING AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach, the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (the "Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served; and

WHEREAS, Omnia Partners (a Cooperative), through lead agency: Region XIV Education Service Center awarded Contract 01-170, "Advanced Technology Solutions Aggregator", effective December 14, 2023 through December 31, 2026, with two (2) additional one-year periods through December 31, 2028 *("Piggyback Contract")*; and

WHEREAS, the City of North Miami Beach's (the "City's") Information Technology Department (the "IT Department") oversees and manages all aspects of the City's technology infrastructure and operations. This includes the administration of software licensing, hardware acquisition and deployment, and comprehensive maintenance services. The IT Department ensures that day-to-day operational needs are met throughout the City, supporting every department—including the City's Police Department—as well as offsite facilities; and

WHEREAS, the City's current backup systems have been in place for over five years. As technology evolves, it is vital to maintain up-to-date backup infrastructure to safeguard against ransomware attacks, viruses, malicious cyber threats, and accidental user deletions; and

WHEREAS, the existing backup solution is not compliant with **FIPS-140-2**, a mandatory cryptographic standard required of U.S. federal agencies, defense contractors, and Criminal Justice Agencies such as the City's Police Department. FIPS-140-2 compliance ensures that digital data is encrypted and protected using modules that meet rigorous national security standards; and

WHEREAS, the IT Department, in conjunction with the Procurement Department, has strategically identified a data storage system configured by Avixum Custom Technology Solutions

with a cost of $419,881.78 (the "Data Storage System"), as being the most viable and cost-effective data storage system which, not only meets FIPS-140-2 requirements but also provides scalability for future upgrades, aligning with best practices in data security and disaster recovery; and

WHEREAS, the Finance Department recognizes that it is in the best interest of the City to finance the purchase of the Data Storage System, and has strategically identified DDI Capital ("DDI") as the most viable and cost-effective finance company to finance the City's purchase of the Data Storage System; and

WHEREAS, DDI has proposed a five (5) year Master Lease Agreement to finance the City's purchase of the Data Storage System in a budgeted amount not to exceed $500,000, and funding has been allocated within the IT Department's budget for this purpose; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and award up to fifty thousand dollars ($50,000), and any expenditure above this amount needs to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Master Lease Agreement in a budgeted amount not to exceed $500,000 for the purchase of the Data Storage System; and

WHEREAS, the Mayor and City Commission determine it is in the best interest of the City to approve a Purchase Order in a budgeted amount not to exceed $500,000.00 to enter into the Master Lease Agreement for the purchase of the Data Storage System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Master Lease Agreement from DDI Capital, in substantially the form attached as Exhibit "A", in a budgeted amount not to exceed $500,000.00, for the purchase of a Data Storage System, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025.**

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

City of North Miami Beach

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 3.23.23

EXHIBIT A

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____
_____
Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____

   a. Awarding Agency _____ **b.** Solicitation #_____

   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑

2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: $ _____
4. Account Number(s): FY _____ _____ FY _____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter ❑ Proposal/Quote ❑

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Andrew Plotkin**
Interim City Manager

VIA: **Shereece George**
Chief Procurement Officer

FROM: _____
Name

_____
Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #**_____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

AVIXUM
Custom Technology Solutions
www.AVIXUM.com

3033 Winkler Ave
Suite 210.
Fort Meyers, FL 33916
Phone: (407) 752-2374

PROPOSAL
AVXQ2255-02

Quoted: Aug 7, 2025
Expires: Sep 6, 2025

Prepared For:	Ship To:	Presented By:
City of North Miami Beach Ricardo A. Castillo 17011 NE 19th Ave 3rd Floor North Miami Beach, FL 33162-3111 United States	**City of North Miami Beach** Ricardo A. Castillo 17011 NE 19th Ave 3rd Floor North Miami Beach, 33162-3111 United States	**Kevin Kaufman** Kevin.Kaufman@avixum.com 855-928-4986

To accept this proposal, sign here and return:

_____

Date: _____

Customer Purchase Order Number: _____

Phone (305) 948-2975
Email ricardo.castillo@citynmb.com

Customer Purchase Order Number: _____

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	**EX 54 - Disk Capacity: RAW:162TB USEABLE:108TB - Full Backup 54TB** DNE $99,452.36	EX54-SEC	$71,538.66	1	$71,538.66
2	**EX 54 - 5 Year 8x5** DNE $54,698.80	EX-54-SEC-5YRMS-S	$41,146.27	1	$41,146.27
3	**EX 36 - Disk Capacity: RAW:96TB USEABLE:72TB - Full Backup 36TB** DNE $67,600.95	EX36-SEC	$53,010.49	1	$53,010.49
4	**EX 36 - 5 Year 8x5** DNE $37,180.52	EX-36-SEC-5YRMS-S	$30,955.76	1	$30,955.76
5	**10GB ENET 2Port SFP+ Optical Option for All Exagrid Models** DNE $2,646.00	EX-10GBE-OPTICAL	$1,800.00	2	$3,600.00
6	**10GB Optical - 5 Year 8x5** DNE $1,455.30	EX-10GBE-OPTICAL-5YRMS-S	$1,100.00	2	$2,200.00
7	**NCPA contact # 01-169**	NCPA contact # 01-169		1	
8	**Pricing includes installation, Set-up, and Configuration by vTECHio engineer**			1	
9	**VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 10 INSTANCE PACK. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT.** DNE: $8,712.00	V-ADVVUL-0I-SU5YP-00	$8,712.00	12	$104,544.00

Line #	Description	Product #	Unit Price	Qty	Ext. Price
10	**VEEAM DATA CLOUD VAULT FOUNDATION FOR AZURE. 1 TB. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER.** DNE: $806.40	V-VLTFDN-TB-SU5YP-CR	$774.38	**70**	$54,206.60
11	**VEEAM DATA CLOUD FOR MICROSOFT 365 FLEX 251+ USERS. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT.** DNE: $151.20	V-VDCFLX-0U-SU5YP-V3	$145.20	**400**	$58,080.00
12	**Contract Administration Fee NCPA-01-170**	NCPA-01-170-FEE		**1**	

Recurring :

Your investment in addition to the Grand Total:

$0.00	*Billed Monthly*
$0.00	*Billed Quarterly*
$0.00	*Billed Annually*

AVIXUM
Custom Technology Solutions
www.AVIXUM.com

Totals :

Subtotal	$419,281.78
Tax	$0.00
Shipping	$600.00
Grand Total	**$419,881.78**

Pricing, Taxes, and Additional Information
All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com
For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

DocuSign Envelope ID: F0D8D989-479D-424C-AAF5-4D879B30C0C4

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 14th, 2023

TD SYNNEX Corporation
ATTN: Edward W. Somers
39 Pellham Ridge Drive
Greenville, SC 29615

Dear Edward:

Region XIV Education Service Center is happy to announce that TD SYNNEX Corporation has been awarded an annual contract for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and TD SYNNEX Corporation

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Shane Fields
8998FD6E54EE4E7...

Shane Fields
Region XIV, Executive Director

Docusign Envelope ID: 07B314A4-5D2D-42D3-96D6-975E39CF5E11

TD SYNNEX Public Sector

OMNIA PARTNERS

Reseller Name	Full Name	Diversity Status	City	State
1st Run Computer Services	Rhea Schultzberg	SB	Roslyn	NY
22Vets Technologies	Rob Purcell		Antioch	IL
525 Technologies	Travis Bozeman		Lawrenceville	GA
954 Consultants	Kassidy Graham	MO	Oakland Park	FL
ABACUS INFORMATION TECHNOLOGY, LLC	Eric Ziobro		New York	NY
Abico, LLC	Gaurav Budhiraja	Small Business	Cary	NC
ABTECH TECHNOLOGIES, INC.	Dana Collins	SB	Vista	CA
Access Wireless Data Solutions	Dave Schwarz		Lutz	FL
Accudata Systems, LLC	David Corwin		Houston	TX
ACE IT Innovations	Adam Blum		Timmonsville	SC
ACTURE SOLUTIONS, INC	MaryLynn Etta	845-629-7088	SCHENECTADY	NY
ADVANCED DIGITAL SOLUTIONS INTL	Fredrick Solomon	SB, MO	Las Vegas	Nevada
Advanced Innovative IT Solutions (AIIS)	Antonio Williams	SDVOSB, MO	Ludowici	GA
Advanced Network Management (ANM)	Shala Pelloni		Albuquerque	NM
Advantage Technology LLC	Michael Ferrari	None	Charleston	WV
Advizex	Scott Hess		Independence	OH
AEC Group, LLC	Jeffrey Waag	Women Owned Entity (WBENC Certified)	Oakdale	Pennsylvania
Ahavahprem Software Corporation	Murthy Pothuraju	SB, WO, MO	Thousand Oaks	CA
Ahead Inc	Peter Theodore		Birmingham	AL
AIP US, LLC	MIN WANG	MBE	Millburn	NJ
AirGap Labs LLC	Frank Wang		Irvine	Ca
Akins IT Inc	Michelle McKerman		Newport Beach	CA
Alchemy Technology Group, LLC	Graham Upton		Houston	TX
All Covered, a Division of Konica Minolta Business Solutions USA, Inc. formerly Compuquip	Michael Parezo		Charlotte	NC
Alpha Technologies, Inc.	AJ Conny	SDVOSB	Hurricane	WV
Alternative Information Systems	Herbert Guth	SMB	Buffalo	New York
American Sound & Electronics, Inc.	Matt Camden		Covington	KY
American Wordata, Inc. AW Data	Tyler Fogle	EDWOSB, WOSB, DBE	Tampa	FL
APEX Digital Imaging, Inc.	Milton Jones	Service-Disabled Veteran-Owned Small Business, Black American Owned	Tampa	FL
Apex Omnisource	Patrick Ballard	SDVOSB	Watkinsville	GA
Applied Data Tech	Lisa Windle		Charlotte	NC
Applied Technology Group	Lori Barnes	SB, WO	Bakersfield	CA
Applied Technology Services - ATS	Rich Weaver	WBE, WOSB, DBE	Middle River	MD
ArchAngel Education Technology	Coby Garrett		North Miami Beach	FL
Archive Data Solutions	Amy Holt		Westerville	OH
Ardham Technologies, Inc.	Shay Daves	SB	Albuquerque	NM
Arey Jones Educational Solutions	Sydney Bensinger	na	San Diego	CA
Arraya Solutions, INC	Ed Greene		BLUE BELL	PA
ARTILUS, INC	Christopher Milian		Bristol	PA
Aspire Technology Partners, LLC	Robin Schmidt		Eatontown	NJ
Associated Data Products Inc.	Stan Jensen	SB	Shreveport	LA
Asterisk Dot Asterisk Technologies DBA ADA Technologies	Steven Franco		Austin	TX
Atlantic Computing Technology Corp.	Kevin Dowd	SB	Niantic	CT
Avexon, LLC	Kerri Glynn	Women owned	metairie	Louisiana
AVIDEX INDUSTRIES LLC DBA AVIDEX	Lindsay Martinez		Redmond	WA
AVISPL LLC	Steve Benjamin		Tampa	FL
Avixum	Chris Kitson		Fort Myers	FL
Avvid Consulting LLC dba Avvid IT Solutions	Barry Beitz		Gilbert	AZ
AXCELERATE NETWORKS INC	Monique Ortiz	SB	San Jose	CA
BAILEY COMPUTING TECHNOLOGIES INC	Chase Boles	SB	Gray	TN
BB2 Technology Group, Inc.	James Bartlett		Dana Point	CA
Better Direct, LLC	Diana Zhong	SB, HUBZone, SDVOSB, SDB	Tempe	AZ
Bird Rock Systems Inc	Jack Rentz		San Diego	CA
BIT Direct Inc	Robert Daly	WO	Tampa	FL
BlackHawk Data LLC	Lauren Bretton	WBE	New York	NY
BLACKPOINT IT SERVICES INC	Julie Castronuevo		Kent	WA
BLUE SOURCE GROUP, INC.	Jared Abramson	8(a), MBE	OLNEY	MD
BlueAlly Technology Solutions, LLC	Miriam Rodrigue	SB	Cary	NC
BorderLAN Inc.	Andy Lahm		San Marcos	CA
Bridge Data Solutions	Michelle Brichard		Redmond	WA
Brightcentra, Inc.	Frederick Wick	SB	South San Francisco	California
Burwood Group	Dani Lockett		Chicago	IL
BUY A COMPUTER, CORP	Judah Zelik		Monroe	NY
Byte Works	Lisa Thiele		Duluth	GA
Call One Inc	Dawn Mays	WBENC	Cape Canaveral	FL
Cambridge Computer Services, Inc.	Joe Heitmeyer		Waltham	MA
CampbellNet Solutions	Donald Campbell	SBE	Fairport	NY
CARBONHELIX LLC	David DeLozier	SB	Cheyenne	WY
Carolina Advanced Digital, Inc.	Julie Allen	SDVOSB	Siler City	NC
Carousel Industries	Kathy Thomas	N/A	Exeter	RI
CARROLLWOODS, INC. D.B.A CARROL COMMUNICATIONS	BYRON CARROLL		Longs	SC
Cashel Corporation DBA Integrated Media Systems	Craig Petorella		Costa Mesa	CA
CB20 INC	Thomas Franceski	None	Saratoaga	NY
CBTS Technology Solutions	Steve Lankard		Cincinnati	OH

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

MASTER AGREEMENT

This master agreement (the "Master Agreement") dated as of August 8, 2025 (the "Master Agreement Date") is between City of North Miami Beach, Florida (the "Customer"), with its principal place of business located at 17011 NE 19th Avenue, North Miami Beach, Florida 33165, and DDI Capital ("Originator"), with its principal place of business located at 181 New Road, Suite 304, Parsippany, NJ 07054.

1.0. MASTER AGREEMENT: Customer has requested that Originator (a) acquire and lease to Customer, or (b) finance to Customer, the product described in a Schedule or Schedules to this Master Agreement from time to time (such product being referred to herein as collectively the "Product" or individually an "item of Product"), and signed by Customer and Originator (each a "Schedule"), upon the terms and conditions set forth in this Master Agreement and in the related Schedule. Customer agrees that Originator has incurred, or will incur, non-refundable fees, expenses and charges related to leasing or financing the Product from a manufacturer(s) and/or supplier(s) and that the leasing or financing of the Product is essential to the Customer. Customer's receipt and acceptance of the Product under each Schedule shall be evidenced by a Certificate of Acceptance executed by Customer (each a "COA"). Each Schedule shall constitute a separate, distinct, and independent leasing or financing transaction incorporating the terms of this Master Agreement, the related COA, and any related exhibit, addendum or supplement, and is the entire agreement regarding the leasing or financing of the Product under such Schedule. References in this Master Agreement to "hereunder", "herein", "thereunder" and "therein" shall be construed to mean a Schedule, together with the related COA, any related exhibit, addendum or supplement, and this Master Agreement insofar as it relates to such Schedule. Customer's execution of a Schedule shall unconditionally obligate Customer to lease or finance the Product described on such Schedule from Originator. No Schedule shall be binding on Originator unless and until executed by Originator and upon payment by Originator for the Product under such Schedule. Anything to the contrary notwithstanding, Originator shall have no obligation to accept, execute or enter into any Schedule, or to lease or finance any Product to Customer. Customer agrees that each Schedule, together with the related COA, any related exhibit, addendum or supplement, and this Master Agreement shall control in the event of a conflict with any order, invoice, request for proposal, response, other related document, or agreement, or any manufacturer and/or supplier agreement. If any provision of this Master Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. In the event of any conflict between this Master Agreement and any Schedule, such Schedule shall control. Capitalized terms used in this Master Agreement, but not otherwise defined in this Master Agreement, shall have the meaning set forth in the applicable Schedule, related COA, and any related exhibit, addendum or supplement. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER EACH SCHEDULE, THE RELATED COA, ANY RELATED EXHIBIT, ADDENDUM OR SUPPLEMENT, AND THIS MASTER AGREEMENT.

2.0. DEFINITIONS: Each Schedule will be marked as either a "Lease Schedule", a "Variable Lease Schedule", an "Installment Payment Schedule", or a "Software Payment Schedule". Customer agrees that all Schedules marked as a "Lease Schedule" or a "Variable Lease Schedule" will provide lease terms for the Product under such Schedule, and all Schedules marked as an "Installment Payment Schedule" or a "Software Payment Schedule" will provide finance terms for the Product under such Schedule. Schedules not marked as described in the preceding two sentences of this section, and not marked therein, shall be considered to provide lease terms for the Product under such Schedule. The "Acceptance Date" for each item of Product shall be the date the item is delivered and accepted by the Customer. In the event that individual items of Product as set forth in the related COA are delivered and accepted on different dates, then each item of Product will have a separate Acceptance Date to reflect the date described in the preceding sentence. The "Commencement Date" shall be the first day of the calendar month immediately following the last Acceptance Date for all the Product described on the COA. The "First Payment Date" shall be the first day of the calendar month immediately following the Commencement Date, unless otherwise detailed in the Schedule. The "Payment Dates" shall be the first day of each Payment Frequency period during the Initial Term of the Schedule, commencing with and including the First Payment Date, and the first day of each consecutive Payment Frequency period thereafter or any renewal term permitted under the Schedule, unless earlier terminated by Originator as provided herein. Notwithstanding the foregoing, Customer and Originator may agree to any other payment schedule, including irregular payments or balloon payments, in which event they shall be set forth in the applicable Schedule.

2.1. VARIABLE USE DEFINITIONS; METERING: Section 2.1. shall apply to Schedules marked as Variable Lease Schedule. Variable use definitions and Customer's metering obligations shall be set forth in the applicable Schedule.

3.0. ACCEPTANCE; PAYMENTS; FEES: Customer agrees to promptly execute any related COA which certifies that all the Product subject to a Schedule, and as to which the Payments relate, has been delivered and accepted by Customer. The term of each Schedule shall begin on the Commencement Date and shall continue until the last day of the Payment Frequency period in which the last Payment of the Initial Term occurs or any renewal term permitted hereunder occurs. This Master Agreement and related Schedules cannot be canceled or terminated by Customer. Customer will pay all payments listed in each Schedule (the "Payments"), and other amounts payable as detailed herein or therein, when due and acknowledges that such Payments and other amounts payable are undisputed. CUSTOMER AGREES AND ACKNOWLEDGES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IN EACH SCHEDULE AND THIS MASTER AGREEMENT IS NONCANCELLABLE, ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND. Originator will have the right to apply all sums received from Customer to any amounts due and owed to Originator under the terms of this Master Agreement. If any Payment or other amount payable in any Schedule or this Master Agreement is not paid within 5 days of its due date, Customer shall pay on demand, as a late charge, an amount equal to 1.33% per month of the amount then due (but in no event may such late charge exceed the highest late charge permitted by applicable law). If for any reason any Payment is returned for insufficient funds, Customer will pay Originator a fee of $75 (but in no event may such fee exceed the highest charge permitted by applicable law). Originator may make a profit on any fees and charges paid under any Schedule or this Master Agreement to cover Originator for its operational expenses. All amounts detailed in any Schedule or this Master Agreement shall be in United States dollar (USD), unless otherwise detailed in such Schedule.

4.0. OWNERSHIP:

4.1. Section 4.1. shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. Originator will own the Product and all replacements, parts, repairs, and accessions incorporated therein or attached thereto (excluding any software) during the term of each Schedule.

4.2. Section 4.2. shall apply to all Schedules marked as providing finance terms for the Product under such Schedule. Except for any software, Customer will own the Product during the term of this Agreement.

4.3. Section 4.3. shall apply to all Schedules. If the Product includes any software, Customer agrees: (i) Originator does not own the software; (ii) Customer is responsible for entering into any necessary software license agreement with the owners or licensors of such software, (iii) Customer will comply with the terms of all such agreements, if any, and (iv) any default by Customer under any such agreements shall also constitute a default by Customer under this Master Agreement.

5.0. TAXES:

5.1. Section 5.1. shall apply to all Schedules. Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product or for its use or operation or upon any Schedule or this Master Agreement, provided however, that Customer shall not be required to pay taxes related to the net income of Originator. At Originator's option, Originator may discharge taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product, and Customer agrees to reimburse Originator upon demand and to pay Originator a processing fee for each expense or charge that Originator pays on Customer's behalf.

5.2. Section 5.2. shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. If the Product is subject to personal property taxes, Originator shall report all Product to the proper taxing authorities. If the Originator receives any invoice from the taxing authorities for applicable personal property taxes, Originator shall pay any such taxes directly and Customer agrees to reimburse Originator for all such taxes, fees and other charges paid by Originator. Upon termination of any applicable Schedule as provided for herein, Customer will pay to Originator any such taxes accrued or assessed but not yet due and payable, and Originator will, if applicable, estimate personal property taxes due on the Product under such Schedule based upon the most recent tax assessment of the Product under such Schedule or on the tax rates and taxable value calculations as available from the appropriate taxing jurisdiction. Customer acknowledges that Originator is the owner of the Product for Federal, State and Local income tax purposes and as such, Originator is/shall be entitled to claim (or have claimed) for Federal, State and Local income tax purposes interest, depreciation deductions and any tax credits available to the owner of the Product (collectively, the "Allowances"). Customer agrees to take no action inconsistent with the foregoing or which would result in the loss, disallowance, recapture or unavailability to Originator or its Assignee of the Allowances, and represents and warrants that from the time Originator becomes the owner of the Product no depreciation, tax credits or other tax benefits will be claimed by Customer with respect to the Product. Customer shall indemnify Originator on an after-tax basis for any loss of all, or any portion, of the Allowances due to Customer's act, failure to act, misrepresentation or any loss, damage, destruction of the Product, or return of the Product to the manufacturer(s) and/or supplier(s) of the Product for any reason whatsoever, all as defined herein.

5.3. Section 5.3. shall apply to all Schedules marked as providing finance terms for the Product under such Schedule. If the Product is subject to personal property taxes, Customer shall report all Product to the proper taxing authorities.

Executed

6.0. ASSIGNMENT: Customer agrees that Originator or its Assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under the Master Agreement, the Schedules, including the Product and Payments under such Schedules, and the right to collect Payments to an assignee (each, an "Assignee") without notice or consent of Customer. Customer agrees that if Originator sells, assigns, transfers, or grants a security interest, Assignee will have the same rights and benefits that Originator has now and will not have to perform any of Originator's obligations. Customer agrees that it will not assert against Assignee, and that Assignee will not be subject to any claims, defenses, or offsets that Customer may have against Originator or any other party related to this Master Agreement, the Schedules or the Product. Customer shall cooperate with Originator in executing any documentation reasonably required by Originator or Assignee to effectuate any such assignment. Provided Customer is not in default under this Master Agreement, Originator agrees to assign, without warranty or representation as to legality or validity, to Customer, all rights which Originator may have against the manufacturer(s) and/or supplier(s) of the Product by reason of and arising out of the leasing or financing of such Product, including any implied or express warranties respecting the Product.

7.0. WARRANTY DISCLAIMER; INDEMNIFICATION: CUSTOMER AGREES THAT CUSTOMER HAS SELECTED THE PRODUCT BASED UPON CUSTOMER'S OWN JUDGMENT AND CUSTOMER DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY ORIGINATOR AND ITS ASSIGNEE. ORIGINATOR AND ITS ASSIGNEE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE PRODUCT. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER EACH SCHEDULE AND THIS MASTER AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY MANUFACTURER OR SUPPLIER. Originator and its Assignee are not responsible for, and Customer agrees to hold Originator and its Assignee harmless and reimburse them for and to defend on Originator's or its Assignee's behalf against, any claim for any loss, expense (including attorneys' fees and costs), liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the Product. All indemnities will survive the expiration or termination of any Schedule and this Master Agreement.

8.0. USE; MAINTENANCE; LOCATION; INSPECTION; LOSS; DAMAGE: Provided that no Event of Default under any Schedule or this Master Agreement has occurred and is continuing, Customer may quietly possess the Product subject to and in accordance with the rights and obligations of the Master Agreement. Any Product which constitutes personal property at the inception of a Schedule shall remain personal property regardless of its attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Product as a result of its attachment to realty. If requested by Originator with respect to any item of Product, Customer will obtain and deliver to Originator waivers of interest or liens in recordable form, satisfactory to Originator, from all persons claiming any interest in the real property on or in which such item of Product is installed or located. Customer shall use the Product only for essential business or proprietary functions of Customer. At Customer's expense, Customer shall: (i) use the Product in accordance with the terms of any applicable product agreement and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the Product in full working order and complete repair; (iii) mark and identify the Product in such manner as Originator or its Assignee may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; and (iv) keep the Product at the address shown on the applicable Schedule, and Customer agrees not to move it unless Originator or its Assignee agree in writing. Originator will have the right, at any reasonable time, to inspect the Product and any documents relating to its use, maintenance and repair. Customer is responsible for the risk of loss or for any destruction of or damage to the Product. Customer agrees to notify Originator or its Assignee in writing within 10 days of any loss or damage. If the Product is destroyed, or if the Product is returned to the manufacturer(s) and/or supplier(s) of the Product for any reason whatsoever, Customer agrees to immediately notify Originator or its Assignee in writing and pay Originator or its Assignee the entire unpaid balance of the applicable Schedule plus, for Schedules marked as providing lease terms for the Product under such Schedule, the anticipated purchase price of the Product (such purchase price is the value of the Product in its continued use by the Customer). Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage.

9.0. MODIFICATION: Customer may, at its sole cost and expense, make any modifications to the Product, provided that such modifications (a) are readily removable without causing damage to the Product, (b) do not reduce the value, utility, marketability or remaining useful life of the Product, and (c) are of a kind that customarily are made by customers or purchasers of product similar to the Product. All parts, modifications and improvements to the Product shall, when installed or made, immediately become the property of the owner of such Product as detailed herein, and part of the Product for all purposes; provided, that any modification not required by law shall, if requested by Originator, be removed by Customer and any damage to the Product resulting from such removal shall be repaired prior to the return of the Product to the Originator in accordance with the terms and conditions of this Master Agreement. Except as specifically provided herein, no Product modifications shall be made or permitted by Customer. Customer may elect to lease or finance such modification from Originator, and only Originator, and Originator may elect to lease or finance such modification to Customer in its sole discretion, provided that the aggregate value of such modification is not less than $5,000.00, and the term of such modification shall be coterminous with the item of Product being modified or such other term as Originator may provide in its sole discretion.

10.0. SECURITY INTEREST: Section 10.0. shall not apply to Schedules marked as Software Payment Agreement. Customer grants Originator or its Assignee a first priority security interest in the Product together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, to secure all amounts Customer owes Originator or its Assignee under any Schedule and this Master Agreement with Customer. Customer authorizes Originator or its Assignee to file a financing statement (UCC-1) related to the Product, any Schedule, or this Master Agreement. Originator or its Assignee may charge Customer a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws.

11.0. INSURANCE: Section 11.0. shall not apply to Schedules marked as Software Payment Agreement. Customer agrees to keep the Product fully insured against risk, liability and loss, with Originator or its Assignee as both additional insured and lender's loss payee in an amount satisfactory to Originator or its Assignee until the applicable Schedule has been paid in full. Customer agrees to provide Originator or its Assignee certificates or other evidence of insurance acceptable to Originator or its Assignee. Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage. Customer agrees to provide 10 days advance written notice to Originator or its Assignee of any modification or cancellation of such insurance. If Customer does not provide evidence of acceptable insurance, Originator or its Assignee has the right, but no obligation: (a) to obtain insurance covering Originator's or its Assignee's interest (and only Originator's or its Assignee's interest) in the Product for the term, including the Initial Term and any renewal term permitted hereunder and (i) any insurance Originator or its Assignee obtains will not insure Customer against third party or liability claims and may be cancelled by Originator or its Assignee at any time, (ii) Customer will be required to pay Originator or its Assignee an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining Customer's own insurance, (iv) Customer agrees that Originator or its Assignee, or one of Originator's or its Assignee's affiliates, may make a profit in connection with the insurance Originator or its Assignee obtains, (v) Customer agrees to cooperate with Originator or its Assignee, Originator's or its Assignee's insurer and agent in the placement of coverage and with claims; or (b) Originator or its Assignee may waive the insurance requirement and charge Customer a monthly property damage surcharge in the amount of 0.0035 of the Product Value detailed in the applicable Schedule to cover Originator's or its Assignee's credit risk, administrative costs and other costs, as would be further described on a letter from Originator or its Assignee to Customer and on which Originator or its Assignee may make a profit. If Customer later provides evidence that Customer has obtained acceptable insurance, Originator or its Assignee will cancel the insurance Originator or its Assignee obtained or cease charging the surcharge.

12.0. PURCHASE; RENEWAL; RETURN OF PRODUCT: Section 12.0 shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. Provided that no Event of Default under any Schedule or this Master Agreement has occurred and is continuing, Customer will have the option at the end of the Initial Term or any renewal term permitted under the applicable Schedule to purchase all (but not less than all) of the Product thereunder at the "End of Term Purchase Option" stated therein, plus any applicable taxes. Schedules not marked as described in the preceding sentence of this section, and not marked therein, shall be considered to provide an End of Term Purchase Option stated as Fair Market Value (as defined below). If the End of Term Purchase Option stated therein is "Fair Market Value" (such term means the value of the Product in its continued use by the Customer, as determined by mutual agreement or, failing that, by an independent appraiser selected by Originator with Customer paying the cost of such appraisal), Customer must send Originator written notice 120 days before the end of the Initial Term or any renewal term permitted under the applicable Schedule that Customer will purchase all (but not less than all) of the Product thereunder or that Customer will return all (but not less than all) of the Product thereunder to Originator. If Customer does not give Originator such written notice or if Customer does not purchase or return the Product thereunder in accordance with the terms and conditions of this Master Agreement, the applicable Schedule will continue for a 4-month term(s) until Customer exercises a purchase option or returns the Product thereunder to Originator in accordance with the terms and conditions of this Master Agreement. During such renewal term(s) the Payment amount therein will remain the same and Customer is responsible for any applicable taxes. If Customer provides written notice of its intent to return the Product thereunder in accordance with the terms and conditions of this Master Agreement, Customer will return all (but not less than all) of the Product thereunder to a location specified by Originator at Customer's sole expense, with matching serial numbers as originally set forth thereunder, in retail re-saleable condition, full working order, and complete repair, certified as eligible for maintenance under the Product manufacturer's standard maintenance program. Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product. Originator may require Customer deliver to Originator documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the above requirements, has ceased Customer's use of the Product, and has not retained the Product in any form.

13.0. INFORMATION: In the event that Customer is not a public company or has not filed quarterly and annual financial reports required by the Securities and Exchange Commission, Customer shall furnish Originator or its Assignee with such information, financial or otherwise, relating to Customer or the Product as Originator or its Assignee shall reasonably request to determine Customer's current financial condition and faithful performance of the terms hereof. This may include but is not limited to: (i) compiled, reviewed or audited annual financial statements (prepared in accordance with accounting principles generally accepted for Customer's country of organization and set forth with corresponding figures for the prior year) certified by an independent accounting firm acceptable to Originator or its Assignee within 120 days after Customer's fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s).

14.0. DEFAULT: Any of the following shall constitute an "Event of Default" under any Schedule or this Master Agreement: (i) Customer fails to pay any Payment or other amount payable under any Schedule or this Master Agreement when due and such failure continues for 5 days after written notice to Customer of such failure (such notice may consist of Originator's or Assignee's standard invoice or past due invoice); (ii) Customer fails to comply with any other obligation under any Schedule or this Master Agreement and such failure continues for 5

days after written notice to Customer of such failure; (iii) Customer shall default in the payment or performance of any other obligation or indebtedness to Originator, Assignee, or any third party; (iv) Customer merges or consolidates with, or sells all or a substantial portion of its assets to, a third-party, or Customer's ownership or membership interests change without the prior written consent of Originator or its Assignee; (v) Customer or any guarantor suffers a material adverse change in its financial condition, is in bankruptcy, or dissolves, liquidates, terminates existence; (vi) Customer permits any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon this Master Agreement, any Schedule, or the Product; (vii)(a) for Schedules marked as providing lease terms for the Product under such Schedule, Customer sublets, sublicenses or assigns any of its rights or obligations under this Master Agreement, any Schedule, or the Product without the prior written consent of Originator or its Assignee, or (b) for Schedules marked as providing finance terms for the Product under such Schedule, Customer leases, licenses or assigns any of its rights or obligations under this Master Agreement, any Schedule, or the Product without the prior written consent of Originator or its Assignee; (viii) Customer makes or has made any false statement or misrepresentation to Originator or Assignee which causes any damages hereunder; or (ix) Customer is listed in any sanctions-related list maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, its successor, or the U.S. Department of State.

15.0. REMEDIES: Upon and during the continuance of an Event of Default, Originator or its Assignee may, at its option, exercise one or all of the following remedies, for the applicable Schedule or all Schedules hereunder: (i) Originator or its Assignee may terminate Customer's rights to use the Product, require the Customer to return all (but not less than all) of the Product to a location specified by Originator at Customer's sole expense, in retail re-saleable condition, full working order, and complete repair, certified as eligible for maintenance under the Product manufacturer's standard maintenance program (Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product), peacefully repossess the Product without court order or without liability for entry or damage to the property, cancel, terminate, or cause the product manufacturer(s) and/or supplier(s) to cancel and/or terminate, providing maintenance and/or support for the Product, and/or require Customer to deliver to Originator or its Assignee documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the aforementioned requirements, has ceased Customer's use of the Product, and has not retained the Product in any form; (ii) upon demand Customer will pay to Originator or its Assignee an amount equal to the sum of (a) all Payments or other amounts payable then due, if any, and (b) the present value of all remaining Payments or other amounts payable to become due in the future discounted at a rate of 2% per annum, and (c) for Schedules marked as providing lease terms for the Product under such Schedule, the anticipated purchase price of the Product (such purchase price is the value of the Product in its continued use by the Customer) discounted at a rate of 2% per annum; and (iii)(a) for Schedules marked as providing lease terms for the Product under such Schedule, Originator or its Assignee, as applicable, shall have all other rights and remedies available under Article 2A and 9 of the Uniform Commercial Code and any other law or in equity, or (b) for Schedules marked as providing finance terms for the Product under such Schedule and (i) not marked as Software Payment Agreement, Originator or its Assignee, as applicable, shall have all other rights and remedies available under Article 9 of the Uniform Commercial Code and any other law or in equity, or (ii) marked as Software Payment Agreement, Originator or its Assignee, as applicable, shall have all other rights and remedies available at law or in equity. Customer will owe interest at the lower of 16% per annum or the highest rate allowed by law on all unpaid amounts. Customer shall be responsible for all attorneys' fees and costs, including, without limitation, costs of repossession, as a result of Originator or its Assignee enforcing its rights following an Event of Default. For Schedules marked as providing lease terms for the Product under such Schedule, Customer agrees that this Master Agreement is a "Finance Lease" as defined by Article 2A of the UCC, and Customer waives all rights under sections 2A-508 through 522 of the Uniform Commercial Code.

16.0. LAW; JURY WAIVER; NON-WAIVER; NOTICES: This Master Agreement and each Schedule will be governed and construed in accordance with the laws of the State of New Jersey. Customer consents to jurisdiction and venue in New Jersey. Customer shall comply with all federal, state and local laws, regulations and rules applicable to Customer and relating to the ownership or operation of Customer's business, the Products and/or its essential use. Customer represents and warrants that it is and shall be validly existing and in good standing under the laws of the state of its organization and that it has the power and capacity to enter into this Master Agreement and each Schedule. Customer will notify Originator or its Assignee within 30 days if Customer's state of organization revokes or terminates its existence. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to Originator or its Assignees. Customer and Originator or its Assignee each WAIVE ANY RIGHT TO TRIAL BY JURY in any action arising from or related to this Master Agreement or any Schedule. No course of dealing between Customer and Originator or its Assignee or any delay or omission on the part of Originator or its Assignee in exercising any rights hereunder shall operate as a waiver of any rights of Originator or its Assignee. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Originator or its Assignee unless it is in writing and signed by Originator or its Assignee. Any notice hereunder to Customer or Originator or its Assignee shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

17.0. ORIGINAL DOCUMENT: The terms of this Master Agreement may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Master Agreement and it shall be marked "Original" by Originator or its Assignee. The parties agree that the Original of this Master Agreement shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Master Agreement; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer and Originator certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Master Agreement. THIS MASTER AGREEMENT HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THIS MASTER AGREEMENT DATE SET FORTH HEREIN.

Customer: City of North Miami Beach, Florida

Customer Signature: _____ Customer Name: Ricardo Castillo Customer Title: _____

Originator: DDI Capital

Originator Signature: _____ Originator Name: _____ Originator Title: _____

Turn On Signing

Certificate Of Completion

Envelope Id: 33A16148-B05C-49C6-96EB-5CC12456433E
Status: Sent
Subject: City of North Miami Beach, Florida, TSM06590 - DDI Capital - Master Agreement
2.2. Information: Contract Number: TSM06590A
2.0. Information: Program Name: DDI
1.0. Validation: Chattel Paper: Yes ***Requires Vault. Use docs@ / #_Contracts@***
2.1. Information: Customer Name: City of North Miami Beach, Florida
1.1. Validation: Document Type: Master ***Always Send Separate Envelope***
2.3. Information: Sales Contact: TT
2.4. Information Contracts Contact: MT
Source Envelope:

Document Pages: 3
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
DDI_Contracts@eService-Center.com
AutoNav: Enabled
6730 VIP Parkway
EnvelopeId Stamping: Enabled
Syracuse, NY 13211
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
DDI_Contracts@eService-Center.com
IP Address: 40.76.219.47

Record Tracking

Status: Original
8/8/2025 3:41:54 PM
Holder: DDI_Contracts@eService-Center.com
DDI_Contracts@eService-Center.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ricardo Castillo ricardo.castillo@citynmb.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/8/2025 5:26:21 PM ID: 20a28009-7ed6-4dd9-9ac7-215c9f32ec3b Company Name: Originator		Sent: 8/8/2025 4:28:08 PM Viewed: 8/8/2025 5:26:21 PM
DDI Authorized Signers		
Signing Group: DDI Authorized Signers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
DDI_Contracts@eService-Center.com ddi_contracts@eservice-center.com DDI Capital Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 8/8/2025 4:28:07 PM

In Process

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		
Tom Tensfeldt tomt@ddicapital.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/8/2025 4:28:07 PM Viewed: 8/8/2025 5:07:18 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 4:28:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Originator (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Originator:

In Process

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: customerservice@eservice-center.com

To advise Originator of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@eservice-center.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Originator
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customerservice@eservice-center.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Originator

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to customerservice@eservice-center.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

In Process

Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Originator as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Originator during the course of my relationship with you.

In Process

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

COVER LETTER

In Process

Dear Valued Customer,

Thank you for your business! It is our pleasure to provide you with the attached documentation in order to expedite your product acquisition. Below is a checklist to help you complete the documentation. We will issue a purchase order to your product supplier(s) upon receipt of the executed documentation. Please sign and return the documentation at your earliest convenience.

Contact our Contracts Team with Questions

- Phone: (315) 459-6190
- Email: ddi_contracts@eservice-center.com
- Mail: 181 New Road, Suite 304, Parsippany, NJ 07054

Documentation Checklist

Please contact our team if you have questions about any of the required documentation detailed below.

- Signed Contract.
- Signed Incumbency. Please note that an incumbency may not be required if your Contract is less than $150,000.00.
- Signed and dated Certificate of Acceptance.
- When applicable, please send a check payable for any amounts due to the Contracts Team (details above).
- Completed Transaction Questionnaire (i.e. billing information, product location information, etc.)
- Completed Insurance Verification. Please note that insurance may not be required if your Contract includes software products only.
- Signed Host Waiver. Please note that a waiver may not be required if the product location is controlled by the customer.

Additional Information

This Contract is subject to legal name validation. Please provide a contact person below in the event that we require additional information for this Agreement.

Name:

Phone:

Email:

USA PATRIOT ACT NOTICE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When Customer enters into a transaction with Originator, Originator asks for Customer's business name, address and other information that will allow Originator to identify Customer. Originator may also ask to see other documents that substantiate Customer's business identity.

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

LEASE SCHEDULE NUMBER TSM06590A TO MASTER AGREEMENT DATED AUGUST 8, 2025

Draft Proposal

This schedule (the "Schedule") dated as of August 8, 2025 (the "Schedule Date") is between City of North Miami Beach, Florida (the "Customer"), and DDI Capital (the "Originator") and is entered into pursuant to the Master Agreement (the "Master Agreement") identified above. Customer has requested that Originator acquire and lease to Customer the Product described in this Schedule. Originator reserves the right to void this Schedule if Originator is not in receipt of a fully executed Original of this document within five (5) days of the Schedule Date. Notwithstanding anything to the contrary in this Schedule, Customer and Originator agree to the terms and conditions as follows:

Product Description: See Product Exhibit to Schedule
Product Value: $419,881.78
Payment: $99,540.00 (plus applicable taxes)
Initial Term (Number of Payments): 5
Payment Frequency: Annual
End of Term Purchase Option: $1.00
Daily Rate Factor: 1/360th (plus applicable taxes)
Currency: United States dollar
Payment Schedule: Payments start on the First Payment Date and continue thereafter on the first day of each consecutive Payment Frequency period
Additional Terms:

ADVANCED PAYMENTS: Advanced payments, if required, shall be paid contemporaneously with the Customer's signature of this Schedule.

PAYMENTS: Customer agrees to pay all Payments listed in this Schedule when due and acknowledges that such Payments are accurate and undisputed. The first Payment shall be equal to the sum of one Payment, plus an amount equal to the Daily Rate Factor detailed above times one Payment times the number of days from and including the Acceptance Date to , but excluding, the First Payment Date. The First Payment Date shall be October 1, 2025 for this Schedule.

MASTER AGREEMENT: All terms, conditions, representations and warranties of the Master Agreement are hereby incorporated by reference herein and made part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate and distinct transaction with respect to the Product described herein, independent of any other Schedules. By execution of this Schedule, the parties reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Agreement, except as modified herein. Customer agrees that if all items of Product under this Schedule have not been delivered and accepted pursuant to the related COA within thirty (30) days of the Schedule Date, Originator has the right to void this Schedule at its sole discretion and Customer shall be liable to purchase the Product and pay Originator, manufacturer(s), and/or supplier(s), as applicable, the Product Value for such Product, and pay to Originator any Closing Costs detailed herein. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Master Agreement.

ORIGINAL DOCUMENT: The terms of this Schedule may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Schedule and it shall be marked "Original" by Originator or its Assignee. The parties agree that the Original of this Schedule shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Schedule; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer and Originator certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Schedule. THIS SCHEDULE HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THIS SCHEDULE DATE SET FORTH HEREIN.

Customer: City of North Miami Beach, Florida

Customer Signature: _____ Customer Name: Ricardo Castillo Customer Title:_____

Originator: DDI Capital

Originator Signature: _____ Originator Name: _____ Originator Title:_____

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

PRODUCT EXHIBIT
TO SCHEDULE NUMBER TSM06590A

In Process

Location Code: 001 **Location:** City of North Miami Beach, Florida, 17011 NE 19th Avenue, North Miami Beach, Florida, 33162

QTY	Part Num	Description
1	EX54-SEC	EX 54 - Disk Capacity: RAW:162TB USEABLE:108TB Full Backup 54TB
1	EX-54-SEC-5YRMS-S	EX 54 - 5 Year 8x5
1	EX36-SEC	EX 36 - Disk Capacity: RAW:96TB USEABLE:72TB - Full Backup 36TB
1	EX-36-SEC-5YRMS-S	EX 36 - 5 Year 8x5
2	EX-10GBE-OPTICAL	10GB ENET 2Port SFP+ Optical Option for All Exagrid Models
2	EX-10GBE-OPTICAL-5Y RMS-S	10GB Optical - 5 Year 8x5
1	NCPA contact # 01-169	NCPA contact # 01-169
12	V-ADVVUL-0I-SU5YP-00	VEEAM DATA PLATFORM ADVANCED UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 10 INSTANCE PACK. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT
1	Professional Services	Pricing includes installation, Set-up, and Configuration by vTECHio engineer
70	V-VLTFDN-TB-SU5YP-CR	VEEAM DATA CLOUD VAULT FOUNDATION FOR AZURE. 1 TB. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER
400	V-VDCFLX-0U-SU5YP-V3	VEEAM DATA CLOUD FOR MICROSOFT 365 FLEX 251+ USERS. 5 YEARS SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT.
1	NCPA-01-170-FEE	Contract Administration Fee NCPA-01-170
1	Shipping	Shipping

ORIGINAL DOCUMENT: The terms of this Product Exhibit may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Product Exhibit and it shall be marked “Original” by Originator or its Assignee. The Customer agrees that the Original of this Product Exhibit shall: 1) be a version which bears all parties’ wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Product Exhibit; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED: This Product Exhibit is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Customer: City of North Miami Beach, Florida

Product Exhibit Signature: _____ Product Exhibit Name: Ricardo Castillo Product Exhibit Title: _____

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Agreement dated as of August 8, 2025 (the "Agreement"), is by and between DDI Capital (Originator) and City of North Miami Beach, Florida (Customer). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Agreement to the contrary,

1. Customer presently intends to continue the Agreement for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of the Agreement the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Customer cannot contractually commit itself in advance to perform and the Agreement does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Customer's continued utilization of the Equipment in the performance of its essential functions during the term of the Agreement.

2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Agreement and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give Originator immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Agreement (the "Return Date"), Customer shall return to Originator all, but not less than all, of the Equipment covered by the Agreement, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Agreement shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the rentals beyond such fiscal year, provided, that Customer shall pay all rentals and other payments due under the Agreement for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Agreement for each month or part thereof that Customer fails to return the Equipment as required herein.

3. The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.

4. The Customer and Originator agree that they intend the Agreement to be an operating Agreement and that by the execution thereof, Customer acquires no ownership interest in the Equipment whether vested or contingent. The Customer's interest in the Equipment is limited to that of a Customer and Originator retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of _____ (Date).

DDI Capital
(Originator)

By

Print Name:

Title:

Date:

City of North Miami Beach, Florida
(Customer)

By:

Print Name: Ricardo Castillo

Title:

Date:

Highlighted Sections

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

CERTIFICATE OF ACCEPTANCE TO SCHEDULE NUMBER TSM06590A

In Process

Customer certifies in this Certificate of Acceptance ("COA"), which is being executed by Customer in connection with the above-mentioned Schedule ("Schedule"), that the related Product has been delivered, inspected, and accepted by Customer as of the Acceptance Date herein or as detailed in a related product exhibit to this COA. Customer certifies that all conditions and terms of the Schedule have been reviewed and acknowledged by Customer. By signing below, Customer certifies that all of the Customer's promises and obligations in the Schedule will be irrevocable and unconditional in all respects. Capitalized terms in this COA are defined as in the Schedule, unless specifically stated otherwise.

There shall be one original of this COA and it shall be marked "Original" by Originator or its Assignee. The Customer agrees that the Original of this COA shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this COA; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer certifies that they have the authority to sign, have reviewed and do agree to all terms and conditions of this COA. THIS COA HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE CUSTOMER HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON CUSTOMER.

Customer: City of North Miami Beach, Florida

Acceptance Signature: _____ Acceptance Name: _____ Acceptance Title: _____

Acceptance Date: _____

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

PO Box 743
Hopatcong, NJ 07843
Office (908) 781-7926

City of North Miami Beach, Florida
Ricardo Castillo, CIO
17011 NE 19th Avenue
North Miami Beach, FL 33162

Invoice Number:	**TSMTSM06590A**
Statement Date:	**8/8/2025**
Total Due:	**$ 99,815.00**

Contract Number	Description	Due Date	Amount Due
TSMTSM06590A	First Annual Payment	October 1, 2025	**$ 99,540.00**
TSMTSM06590A	Sales Tax: *Exempt pending receipt of Exemption Certificate*		**$ -**
TSMTSM06590A	Documentation/Processing Fees	Upon Receipt	$275.00
		Please Pay This Amount	**$ 99,815.00**

Due Upon Receipt ***Pay online or Via ACH***
https://smartpay.profitstars.com/express/DDICPP
Peapack-Gladstone Bank ABA# 021205237 Acct# 800013811

In Process

Keep the upper portion for your records- Please return the lower portion with your payment

Send all correspondence to:

DDI CAPITAL
Dawn Fazio
Remit to:
PO Box 743
Hopatcong, NJ 07843

Remittance Section

Statement Date:	**8/8/2025**
Invoice Number:	**TSMTSM06590A**
Total Due:	**$99,815.00**
Total Paid:	**$_____**

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

In Process

Dear Valued Customer,

Thank you for your business! Please provide the additional information below about your transaction to ensure that we have correct details within our system.

Contact our Contracts Team with Questions

- Phone: (315) 459-6190
- Email: ddi_support@eservice-center.com
- Mail: PO Box 743 Hopatcong, NJ 07843

Required Additional Information

Please contact our team if you have questions about any of the required additional information detailed below.

- Legal Name (including punctuation):
- State of Incorporation or Formation:
- FEIN:
- Sales Tax Exempt (Yes/No):
  * If Yes a valid sales tax exemption form will be required.
- Is the Product Location(s) Controlled by Customer? (Yes/No):
  * If the location(s) is not controlled by Customer additional supplemental documentation may be required.

Product Location(s) Information

- Location Contact Name:
- Location Email:
- Location Phone:
- Location Address:

Billing Information

- Billing Contact Name:
- Billing Email:
- Billing Phone:
- Billing Address:

Docusign Envelope ID: D8BE3657-63EA-4154-839D-B609FBFDB6E1

DDI CAPITAL
A TECHNOLOGY LEASING COMPANY

INSURANCE VERIFICATION

This Insurance Verification dated as of August 8, 2025 is pursuant to the terms and conditions of the above mentioned Schedule ("Schedule") between City of North Miami Beach, Florida ("Customer"), with its principal place of business located at 17011 NE 19th Avenue, North Miami Beach, Florida 33165, and DDI Capital ("Originator"), with its principal place of business located at 181 New Road, Suite 304, Parsippany, NJ 07054. Capitalized terms in this Insurance Verification are defined as in the Schedule, unless specifically stated otherwise.

For our mutual benefit and protection, the Product must be fully insured against risk, liability and loss.

If you wish to obtain your own insurance coverage, we require the following:

1. DDI Capital, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all Product by policy holder. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Originator and Customer at least thirty (30) days in advance of such cancellation or modification.

2. Customer must carry GENERAL LIABILITY in the amount of no less than $1,000,000 (one million dollars).

3. Customer must carry PROPERTY INSURANCE in an amount of no less than the original Product Value, with deductibles no more than $10,000 (ten thousand dollars).

PLEASE PROVIDE THE ADDITIONAL INFORMATION BELOW:

Please complete the information listed below and make arrangements with your insurance agent to provide a BINDER or CERTIFICATE OF INSURANCE showing the names and interests as requested above.

Who will Provide Insurance Coverage:

Insurance Company:

Policy Number(s):

Effective Date:

Insurance Agency:

Phone:

Email:

Length of Time (Years) You Have Used the Provider:

In Process

Certificate Of Completion

Envelope Id: D8BE3657-63EA-4154-839D-B609FBFDB6E1
Status: Sent
Subject: City of North Miami Beach, Florida, TSM06590A - Schedule
2.2. Information: Contract Number: TSM06590A
2.0. Information: Program Name: DDI
1.0. Validation: Chattel Paper: Yes ***Requires Vault. Use docs@ / #_Contracts@***
2.1. Information: Customer Name: City of North Miami Beach, Florida
1.1. Validation: Document Type: Transaction ***Documents May be Combined***
2.3. Information: Sales Contact: TT
2.4. Information Contracts Contact: MT
Source Envelope:
Document Pages: 8
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
DDI_Contracts@eService-Center.com
AutoNav: Enabled
6730 VIP Parkway
EnvelopeId Stamping: Enabled
Syracuse, NY 13211
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
DDI_Contracts@eService-Center.com
IP Address: 40.76.219.47

Record Tracking

Status: Original
8/8/2025 3:59:34 PM
Holder: DDI_Contracts@eService-Center.com
DDI_Contracts@eService-Center.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ricardo Castillo ricardo.castillo@citynmb.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/8/2025 5:42:05 PM ID: 8be66806-0c7a-4501-a196-6ef5a54298d8 Company Name: Originator		Sent: 8/8/2025 4:28:43 PM Viewed: 8/8/2025 5:42:05 PM
DDI Authorized Signers		
Signing Group: DDI Authorized Signers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Meghan Targiroff meghant@eservice-center.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2025 1:01:18 PM ID: 84706bab-a315-4da2-8a2a-3a98b56d6691 Company Name: Originator		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

In Process

Carbon Copy Events	Status	Timestamp
DDI_Contracts@eService-Center.com ddi_contracts@eservice-center.com DDI Capital Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/8/2025 4:28:41 PM
Tom Tensfeldt tomt@ddicapital.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/8/2025 4:28:42 PM Viewed: 8/8/2025 5:10:50 PM
DDI Billing billing@ddicapital.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 4:28:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Originator (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Originator:

In Process

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: customerservice@eservice-center.com

To advise Originator of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@eservice-center.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Originator
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customerservice@eservice-center.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Originator

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to customerservice@eservice-center.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

In Process

Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Originator as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Originator during the course of my relationship with you.

In Process

Consent Agenda
9.21.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-128 Approving the City Manager to Apply for Florida Department of Transportation (FDOT) Beautification Grant (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- FDOT Application

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY BEAUTIFICATION GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT AND REIMBURSEMENT OF PROJECT FROM THE FDOT TO THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain roadside areas and median strips within the Florida Department of Transportation's ("FDOT") rights of way in the City of North Miami Beach must be maintained and attractively landscaped;

WHEREAS, the Mayor and City Commission of the City of North Miami Beach routinely beautify and improve such rights of way by landscaping;

WHEREAS, FDOT financial assistance is required for the program mentioned above; and

WHEREAS, the Mayor and City Commission of the City of North Miami Beach desire to authorize the Public Works Department to apply for a Beautification Grant from FDOT, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the City of North Miami Beach, and FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Mayor and the City Commission, hereby authorize the City Manager to do all things necessary to effectuate application to FDOT for a grant in the amount of $200,000.00, which represents fifty percent (50 %) of the actual cost of the routine beautification of FDOT rights of way undertaken by the City of North Miami Beach.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

Section 5. The City Clerk of City of North Miami Beach is hereby directed to send copies of this Resolution to FDOT and all other parties as directed by the Mayor and the City Commission.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP

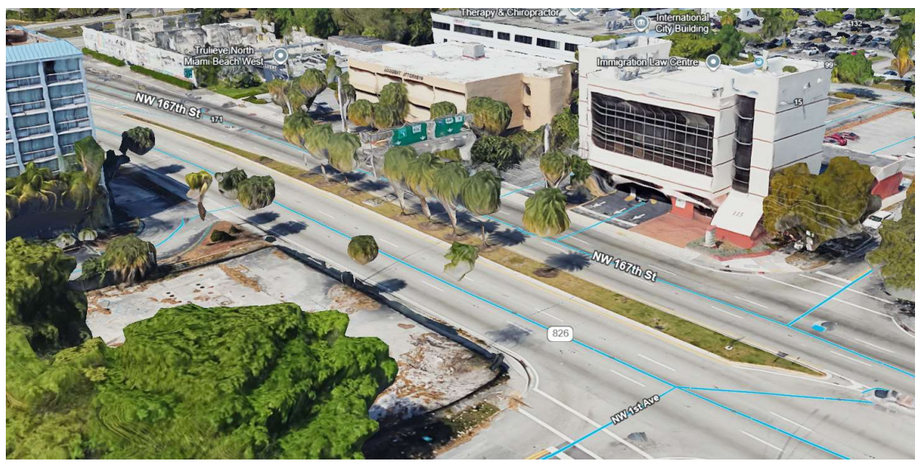
By:_____
JOSEPH S. GELLER
CITY ATTORNEY'S OFFICE

City of North Miami Beach

The City of North Miami Beach has successfully implemented several previous FDOT Beautification Grant projects along Highway 826.
For the 2025 grant cycle, NMB will be celebrating its Centennial mark and highlighting its commitment to environmentalism and resiliency.
The City is requesting additional funding to continue beautification of "entryway" and other medians with colorful, drought-tolerant, Florida-native shrubs and ground covers. The beautification will increase median visibility, produce natural traffic calming, reduce heat island effects and reduce the need for mowing.

Golden Glades Interchange to NW 1st Street: BEFORE

Street View: BEFORE



Project Scope: 2 Segments of FDOT Highway 826

In this grant request, we are seeking funding for the portions of Highway 826 from Golden Glades Interchange to NE 8th Avenue, and Biscayne Boulevard (U.S. 1) to the Sunny Isles Beach Drawbridge. Below is a sample median depicting the intended beautification.

Sample Median: Golden Glades Interchange to NW 1st Street - AFTER

Maria Furey / NMB Com Dev / 08-15-2025

BEAUTIFICATION GRANT APPLICATION
Part I

GENERAL INSTRUCTIONS: Statutory requirements for the Beautification Grant Program are found in Section 339.2405, Florida Statutes. Within Rule Chapter 14-40, Florida Administrative Code, are sections dealing with the grant application process, grant award process, and funding, construction, and maintenance of beautification projects. These documents can be reviewed on the FDOT website, http://www.fdot.gov/designsupport/highwaybeautification/.

When a decision is made to apply for a Beautification Grant, please immediately notify the District Grant Coordinator. A directory of Grant Coordinators is posted on the program website. The Grant Coordinator will provide guidance, and help ensure that no Department projects are in conflict with the grant project. Grant applications for landscape projects in conflict with other Department projects will not be accepted.

SUBMISSION: Please complete all items in this application. A complete grant application includes digital copies of the following:

- ☒ **1) One illustrative plan proposal. The illustrative proposal can include existing site photos, sketches or renderings, and any narrative and labels to accurately describe the project. The plan must be legible when printed at 11"x17" size. Only one page will be accepted.**
- ☒ **2) Form 650-050-10, Application Form, Part I**
- ☒ **3) Form 650-050-10, Application Form, Part II** (Submit a pdf of the excel document)
- ☒ **4) A copy of the signed resolution**
- ☒ **5) Letter of Authorization from the Department**
- ☒ **6) Optional letters of support**

To be eligible for a grant, digital copies of the above 6 items are to be submitted online by **October 1, 5pm EST**. (If October 1 falls on a weekend or holiday, the deadline will be the next following business day.) Late or incomplete applications, or any addendums or changes will not be accepted.

Grant applicants should contact the District Grant Coordinator at least **one week prior to the deadline** to gain access to the online system that will accept the online submission of applications.

DIGITAL FILE ORGANIZATION: Include only the 6 files listed above in the online submission. If multiple pages are to be included, package the files together into one file. For instance, if multiple letters of support are to be submitted, scan and bundle all of the letters into one .pdf file. There is a **250 MB** maximum file size allowed for each attachment. Clearly mark the files using the following naming methodology: 0_Submission Name_Grant Applicant_Year

Example:

1_GraphicProposal_Florida City_2017
2_ApplicationFormPt1_Florida City_ 2017
3_ApplicationFormPt2_FloridaCity_2017
4_Resolution_FloridaCity_2017
5_LetterofAuthorization_FloridaCity_2017
6_LettersofSupport_FloridaCity_2017

ATTRIBUTES: Grant Reviewers will evaluate the proposed beautification project on the following attributes: Aesthetic Value, Cost Effectiveness, Feasibility of Installation and Maintenance, Compliance with State and Federal Regulations, Litter Prevention, Level of Local Support, Context Appropriateness, Low Maintenance & High Impact, Appropriate Plant Palette, and other factors.

APPLICANT INFORMATION:

Applicant Name (Local Government Entity as defined in Section 11.45, F.S. or a local beautification council as established in accordance with Section 339.2405(9), F.S.): City of North Miami Beach

Contact Name: Andrew Plotkin Position or Title: Interim City Manager

Street Address: 17050 NE 19th Avenue City: North Miami Beach Zip: 33162

Phone #: (305) 948-2900 Contact's Email: andrew.plotkin@citynmb.com

This application is for a grant in current fiscal year: 2025-2026 REDI Community (Yes/No): No

PROJECT SUMMARY:

County: Miami-Dade City: North Miami Beach

U.S./S.R.#: 826 Local Name: NW/NE 167th Street / NE 163rd Street - (NW 167th Street becomes NE 167th ST after crossing N Miami Avenue, and becomes NE 163rd Avenue after NE 10th Avenue where it curves.

Length of Project: 4.83 miles (Miles or Feet)

From: NW 2nd Avenue, Golden Glades Interchange
(Must indicate mileposts and visible landmarks, i.e. intersections)

To: Slightly passed NE 35th Avenue, at the Sunny Isles Draw Bridge
(Must indicate mileposts and visible landmarks, i.e. intersections)

GRANT SUMMARY (See Form 650-050-10, Part II):

Amount requested: $200,000.00

Applicant's match: $239,664.96

Estimated Total Project Cost: $439,664.96

APPLICANT ASSURANCES: The person preparing this Application should initial each of the following to indicate that the Application is complete.

☒ All existing agreements between applicant and Department are in good standing.

☒ **Resolution:** The applicant's governing body (local government entity, as defined in Section 11.45, F.S.) must have passed a resolution or resolutions approving the grant application and authorizing the individual who signs the grant application for the applicant to execute agreements and documents associated with the grant and maintenance of the landscape project. A copy of such resolution or resolutions must be included with the application.

☒ Applicant has reviewed the **State of Florida Beautification Grant Standard Agreement,** ***form 650-050-010, part 3,*** language.

☒ The **Application** is complete as listed on page one of this form.

☒ The Project will meet all the **Department of Transportation requirements** pursuant to Rule 14-40.003.

PREVIOUS GRANTS: Describe the locations and dates of Beautification Grants received in the past ten (10) years. Have the project locations been maintained and cared for? Please describe the status of past projects. The City received Highway Beautification Grant funding in 2015 and 2016 for median enhancements along NE 167th ST from NW 2nd Ave to NE 8th Ave. In 2018, additional funding improved NE 167th ST from NE 8th Ave to NE 15th Ave. In 2022, the City was awarded funding for landscaping along Miami Gardens Drive (SR 860) from NE 6th Ave to NE 10th Ave. All segments are regularly maintained and remain in excellent condition.

The undersigned hereby certifies that all requirements of the grant program are understood, and that all information provided with this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.

Signature: _____ Date: 8/15/2025

Grant Applicant: City of North Miami Beach

Part A: Estimated Project Construction Costs

Eligible Grant Costs (plants and installation (labor, soil amendments, staking), irrigation system and installation (including any method proposed to transport/deliver water to the plants)

Plant Items*

Plant Common Name	*Plant Botanical Name*	*Installed Size (Gallons)*	*Quantity*	*Wholesale Cost*	*Installation Multiplier*	*Unit Cost to purchase and install*	*Total*
Bloomify™Lantana	Lantana spp.	3	157	$ 2,355.00	1	$ 2,355.00	$ 369,735.00
Golden Lantana	Lantana depressa var. depressa	1 & 3	7730	$ 96,625.00	1	$ 96,625.00	$ 746,911,250.00
Quailberry	Crossopetalum illicifolium	3	2206	$ 38,605.00	1	$ 38,605.00	$ 85,162,630.00
Railroad Vine	Ipomoea pes-caprae	1	4246	$ 53,075.00	1	$ 53,075.00	$ 225,356,450.00
Sunshine Mimosa	Mimosa strigillosa	1 & 3	6780	$ 88,140.00	1	$ 88,140.00	$ 597,589,200.00
Black Torch	Erithalis fruticose	7	44	$ 1,760.00	1	$ 1,760.00	$ 77,440.00
Dune Sunflower	Helianthus debilis	3	38	$ 494.00	1	$ 494.00	$ 18,772.00
Firebush	Hamelia patens	7	28	$ 784.00	1	$ 784.00	$ 21,952.00
Firebush Calusa	Hamelia patens CALUSA	7	80	$ 2,000.00	1	$ 2,000.00	$ 160,000.00
Golden Creeper	Ernodea littoralis	1 & 3	143	$ 2,145.00	1	$ 2,145.00	$ 306,735.00
Green Island Ficus	Ficus microcarpa 'Green Island'	3	31	$ 775.00	1	$ 775.00	$ 24,025.00
Jamaican Caper	Caper Quadrella jamaicensis	7	21	$ 840.00	1	$ 840.00	$ 17,640.00
Plumbago Imperial Blue	Imperial Blue Plumbago auriculata	7	34	$ 782.00	1	$ 782.00	$ 26,588.00
Sea Oxeye Daisy	Oxeye Daisy Borrichia frutescens	3	9	$ 135.00	1	$ 135.00	$ 1,215.00
Sea Rosemary,	Sea Lavender Argusia volubolis	3	4	$ 92.00	1	$ 92.00	$ 368.00
White Plumbargo	Plumbago auriculata 'alba'	3	77	$ 1,155.00	1	$ 1,155.00	$ 88,935.00
Dwarf Yaupon Holly	Ilex vomitoria ‘Nana’	3	49	$ 833	1	$ 833.00	$ 40,817.00
Dwarf Wild Coffee	Psychotria nervosa - Dwarf variety	3	74	$ 2,660	1	$ 2,660.00	$ 196,840.00
						$ 293,255.00	

Other Items

Irrigation System	1	$58,236.96	$58,236.96
Plant Installation Labor	1	$88,173.00	$88,173.00

$ 200,000.00	**Total Eligible Grant Costs**	

Ineligible Grant Costs (Matching Costs) (cost of water, cost for electricity, cost for plant establishment and maintenance, hardscape items, design fee)

Item	*Unit*	*Quantity*	*Unit Price*	*Total*
Plants		1	$ 93,255.00	$ 93,255.00
Irrigation System		1	$ 58,236.96	$ 58,236.96
Plant Installation Labor		1	$ 88,173.00	$ 88,173.00
Establishment Period Costs (From Part B)	Each	1		$ -
	Month			$ -
				$ -
				$ -

$ 239,664.96	**Total Ineligible Grant Costs(Matching Funds)**
$ 439,664.96	**Grand Total Project Estimate**

**This information should be the most accurate and complete information that is available. If plant species are not known, refer to the concept plan to provide the size and type of plant, such as broadleaf deciduous tree, flowering tree, large shrub, ground cover, etc.. Select a multiplier that most closely reflects the estimated cost of labor and materials to install the plants. Applying the multiplier to the unit wholesale cost of plants will provide an estimate for total plant cost that includes the cost of the plants, fertilizers, soil amendments, mulches, staking, and labor to install. Estimated Costs associated with the establishment period are not included in eligible grant costs.*

Part B: Estimated Project Maintenance Costs

This part is for use solely by the applicant, to estimate the cost of long term care. No costs for maintenance are paid for by the grant. Grant applicants are responsible for the cost of first year establishment and long term care of the landscape material.

Maintenance Activity	*(1) Year Establishment Period Costs*	*Cost for Routine Maintenance following the One (1) Year Establishment Peroid*	
Water	$ 25,000.00	$10,000	
Mowing/Edging	$30,000	$25,000	
Weeding	$15,000	$10,000	
Fertilizing	$18,000	$12,000	
Pruning and Trimming	$12,000	$20,000	
Mulch	$10,000	$8,000	
Maintenance of Traffic	$ 8,000.00	$2,500	
Other	$0	$0	
	$118,000	$87,500	**Totals**
Number of Years to Maintain		25	

$2,305,500	**Total Estimated Project Maintenance Costs**

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY BEAUTIFICATION GRANT AND TO FURTHER EXECUTE ANY SUBSEQUENT AGREEMENTS OR DOCUMENTS ASSOCIATED WITH THE GRANT AND REIMBURSEMENT OF PROJECT FROM THE FDOT TO THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain roadside areas and median strips within the Florida Department of Transportation's ("FDOT") rights of way in the City of North Miami Beach must be maintained and attractively landscaped;

WHEREAS, the Mayor and City Commission of the City of North Miami Beach routinely beautify and improve such rights of way by landscaping;

WHEREAS, FDOT financial assistance is required for the program mentioned above; and

WHEREAS, the Mayor and City Commission of the City of North Miami Beach desire to authorize the Public Works Department to apply for a Beautification Grant from FDOT, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the City of North Miami Beach, and FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Mayor and the City Commission, hereby authorize the City Manager to do all things necessary to effectuate application to FDOT for a grant in the amount of $200,000.00 of the routine beautification of FDOT rights of way undertaken by the City of North Miami Beach.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon its adoption.

Section 5. The City Clerk of City of North Miami Beach is hereby directed to send copies of this Resolution to FDOT and all other parties as directed by the Mayor and the City Commission.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **16th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP

By:_____
JOSEPH S. GELLER
CITY ATTORNEY'S OFFICE

Consent Agenda
9.22.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Juan Pinillos, Chief of Police
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-129 Approving the Award of the Edward Byrne Memorial Justice Assistance Grant (JAG) for Police Department Crime Scene Equipment (Juan Pinillos, Chief of Police)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Application
- Public Notice

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANTS FOR THE NORTH MIAMI BEACH POLICE DEPARTMENT FOR CRIME SCENE EQUIPMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Law Enforcement (the "FDLE") administers the Edward Byrne Memorial Justice Assistance Grant Countywide ("JAGC") Program from the U.S. Department of Justice ("DOJ"), to improve the criminal justice system; and

WHEREAS, the City of North Miami Beach (the "City") is currently eligible to receive grant funds under the 2023 Edward Byrne Memorial JAG Program; and

WHEREAS, the City was awarded grant allocation totaling **$28,313.00** (the "Grant") to assist in the reduction of violent crime and domestic violence crimes in and around the City, payable on a reimbursement basis; and

WHEREAS, the City desires to accept the grant allocation and authorize the City Manager to submit the City's Grant application substantially in the form of the attached Exhibit "A," and execute any and all subsequent agreements between the FDLE and the City; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Grant Acceptance.** The Mayor and City Commission hereby accept the Grant totaling **$28,313.00** for new, updated digital forensic evidence collection equipment in order for the NMBPD Crime Scene Unit to successfully obtain evidence to assist with criminal investigations in the City.

Section 3. **Authorization.** The Mayor and City Commission hereby authorize the City Manager or designee to submit the City's Grant application substantially in the form of the attached Exhibit "A" and execute any and all subsequent agreements or documents

related to the Grant, subject to the approval of the City Attorney as to form and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED by the City Commission of the City of North Miami Beach, Florida, at its regular meeting assembled this **___ day of _____, 2025**.

ATTEST:

_____	_____
ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

SPONSORED BY: Mayor and City Commission

Standard Applicant Information

Project Information

Project Title
Digital Forensic Evidence Collection Equipment

Proposed Project Start Date
10/1/22

Proposed Project End Date
9/30/26

Federal Estimated Funding (Federal Share)
0.0

Applicant Estimated Funding (Non-Federal Share)
0.0

Program Income Estimated Funding
0.0

Total Estimated Funding
28313.0

Areas Affected by Project (Cities, Counties, States, etc.)

33162
33160
33169
33179
33181

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant

Type:

—

Type of Applicant 3: Select Applicant Type:

—

Other (specify):

—

Application Submitter Contact Information

Application POC Prefix Name

—

Application POC First Name	Application POC Middle Name	Application POC Last Name
Kelly	—	Watkins

Application POC Suffix Name

—

Organizational Affiliation	Title	Email ID
—	—	Kelly.Watkins@nmbpd.org

Phone Number	Fax Number
3059482995	—

ORINumber

—

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

Name	Date Added
Form SF424_4_0-V4.0.pdf	8/23/23
Form SFLLL_2_0-V2.0.pdf	8/23/23
GrantApplication.xml	8/23/23

Authorized Representative

Authorized Representative Information

Prefix Name

Mrs.

First Name	Middle Name	Last Name	Suffix Name
HARVETTE	——	SMITH	——

Title

Chief of Police

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

NORTH MIAMI BEACH, CITY OF

Doing Business As

CITY OF NORTH MIAMI BEACH POLICE DEPT

UEI

K6Q9G5KULL38

Legal Addess

Street 1

16901 NE 19TH AVE

Street 2

City	State	Zip/Postal Code
NORTH MIAMI BEACH	FL	33162

CongressionalDistrict	Country
24	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Kelly Watkins

Certification Date / Time

08/31/2023 07:33 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

a. Contact your Entity Administrator.
b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract *

The City of North Miami Beach will use JAG funds to acquire new, updated equipment needed for the North Miami Beach Police Department (NMBPD) Crime Scene (CS) unit. Acquiring this new and updated equipment will contribute to the overall effectiveness and efficiency of the operations of the CS unit. This JAG funding would allow the purchase of new, updated crime scene equipment that would directly impact the quality and efficacy of investigations. It would further result in improved evidence collection and analysis, officer safety, adherence to standards, public trust, and as well as providing a competitive advantage to the NMBPD CS unit, allowing the unit to remain at the forefront of forensic technology.

Proposal Narrative

Name	Category	Created by	Application Number	Date Added
FY23 Proposal Narrative.docx	Proposal Narrative	Kelly Watkins	———	08/31/2023

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative *

Name	Category	Created by	Application Number	Date Added
FY23 Budget Worksheet.xlsm	Budget Worksheet and Budget Narrative (attachment)	Kelly Watkins	———	08/31/2023
FY23 Budget Narrative.docx	Budget Worksheet and Budget Narrative (attachment)	Kelly Watkins	———	08/31/2023

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of high-risk status) *

Name	Category	Created by	Application Number	Date Added
Financial Management and Internal Control Questionaire.pdf	Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)	Kelly Watkins	———	08/31/2023

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

	Year 1	Total
Personnel		$0.00
Fringe Benefits		$0.00
Travel		$0.00
Equipment		$0.00
Supplies		$0.00
Construction		$0.00
SubAwards		$0.00
Procurement Contracts		$0.00
Other Costs		$0.00
Total Direct Costs		$0.00
Indirect Costs		$0.00
Total Project Costs		$0.00

Total Project Cost Breakdown

	Total	Percentage
Federal Funds	$0.00	0.00%
Match Amount	$0.00	0.00%
Program Income Amount	$0.00	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? ____

Additional Application Components

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

Name	Category	Created by	Application Number
Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDisclosure	——	——

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances *

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime

nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing,

or in submissions relating to such grants, accreditation, or licensing, or that

otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

kelly.watkins@nmbpd.org

Signing Date / Time

8/31/23 7:03 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with

officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit

Standard Form - LLL, “Disclosure of Lobbying Activities” in accordance with its (and any DOJ awarding agency’s) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS (“SAFE POLICING CERTIFICATION”)

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency’s use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency’s use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has

been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

kelly.watkins@nmbpd.org

Signing Date / Time

8/31/23 7:03 PM

Other Disclosures and Assurances

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

kelly.watkins@nmbpd.org

Signing Date / Time

8/31/23 7:04 PM

Other

No documents have been uploaded for Other

Certified

PUBLIC NOTICE

2023 Edward Byrne Memorial Justice Assistance Grant (JAG)

The North Miami Beach Police Department (NMBPD) has been awarded the Department of Justice 2023 Edward Byrne Memorial Justice Assistance Grant. The FY 2023 JAG allotted funds will be utilized to purchase new, updated digital forensic evidence collection equipment in order for the NMBPD Crime Scene Unit to successfully obtain evidence to assist with criminal investigations in the City of North Miami Beach.

If you have any questions regarding this application or wish to review details of the application, please feel free to participate during public comment at the upcoming Commission meetings **September 16 and October 21, 2025**. Should you need additional information please contact Deputy Chief Stuart Nichols at 305-948-2995.

ANDRISE BERNARD, CMC, CITY CLERK

SHOULD ANY PERSON DESIRE TO APPEAL ANY DECISION OF THE CITY COMMISSION WITH RESPECT TO ANY MATTER TO BE CONSIDERED AT THIS MEETING, THAT PERSON SHALL INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE INCLUDING ALL TESTIMONY AND EVIDENCE UPON WHICH ANY APPEAL MAY BE BASED. (F/S 286.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 787-6001 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE OUR TDD LINE AT (305) 948-2909 FOR ASSISTANCE.

Consent Agenda
9.23.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Ricardo Castillo, Chief Information Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-130 Approving the Information Technology (IT) Governance Policy (Ricardo Castillo, Chief Information Officer)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING A FORMAL INFORMATION TECHNOLOGY (IT) GOVERNANCE POLICY TO ESTABLISH CITYWIDE STANDARDS FOR THE ACQUISITION, DEPLOYMENT, MANAGEMENT, AND OVERSIGHT OF ALL CITY TECHNOLOGY RESOURCES AND SERVICES; PROMOTING STRATEGIC ALIGNMENT, CYBERSECURITY, PERFORMANCE MONITORING, AND COST-EFFICIENCY; AUTHORIZING THE CITY MANAGER OR DESIGNEE IMPLEMENT AND ENFORCE THE POLICY; TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach recognizes the fundamental role of information technology (IT) in supporting the delivery of secure, transparent, and efficient municipal services to its residents, businesses, and stakeholders; and

WHEREAS, the City acknowledges that decentralized and inconsistent technology procurement practices have resulted in system incompatibilities, duplicate software purchases, increased cybersecurity risks, and missed opportunities to leverage economies of scale and modern innovations; and

WHEREAS, the internal review of the FY26 budget, jointly conducted by Finance and Information Technology Departments, identified critical gaps in technology governance and recommended the development of a centralized framework to ensure efficiency, accountability, and alignment with strategic goals; and

WHEREAS, the proposed Information Technology Governance Policy establishes a citywide governance structure led by the City Manager and Chief Information Officer, supported by a Technology Governance Committee (TGC) composed of department representatives, to review major technology initiatives and recommend enterprise-wide standards; and

WHEREAS, the policy reinforces the City's commitment to cybersecurity, data privacy, and compliance with Florida's Sunshine Law, Public Records Law, and national standards such as NIST, and includes specific measures for secure records retention, disaster recovery, and acceptable technology use; and

WHEREAS, the policy introduces requirements for data governance, digital accessibility, workforce training, and performance measurement through key IT metrics such as system uptime, incident response time, and user satisfaction, to support transparency and operational excellence; and

WHEREAS, the City supports responsible and ethical use of artificial intelligence and emerging technologies and establishes a process for legal, ethical, and security vetting of such tools to enhance service delivery while maintaining compliance and accountability; and

WHEREAS, the Mayor and City Commission find that adoption and implementation of the Information Technology Governance Policy is in the best interest of the public, promotes good government, and protects the City's digital and financial assets.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The……

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADTOPED by the City of North Miami Beach City Commission at the regular meeting assembled this _____ day of September 2025.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Information Technology Governance Policy

Effective Date: October 1, 2025

Approved By: Andrew Plotkin, Interim City Manager

Adopted By: Resolution No. R2025-XX (September City Commission Agenda)

Purpose
This policy establishes a citywide Information Technology (IT) Governance Framework that ensures alignment of all technology investments with the City's strategic goals, promotes transparency, safeguards cybersecurity and data privacy, and delivers reliable, cost-effective, and innovative services for residents, staff, and stakeholders efficient technology services.

Scope
This policy applies to all City departments, elected officials' offices, and employees who use, manage, purchase, or oversee IT resources and services, including those funded through General Fund, General Revenue, Enterprise Funds, Grants, and Cooperative Agreements.

Guiding Principles
The following principles guide all IT decision-making across the city:

- **Transparency & Accountability**
  Align with Florida's Sunshine Law (Chapter 286, F.S.) and Public Records Law (Chapter 119, F.S.), ensuring technological decisions and records are appropriately documented and accessible.
- **Security & Privacy**
  Protect the confidentiality, integrity, and availability of City data, balancing openness with safeguards against cyber threats.
- **Standardization & Optimization**
  Promote consistent technological standards, interoperability, and cost-effectiveness.
- **Innovation & Service Delivery**
  Leverage modern technology (including AI, cloud, mobility) to improve City operations and resident services.
- **Risk Management**
  Identify, assess, and mitigate technology risks proactively.
- **Strategic Alignment**
  Ensure IT initiatives are aligned with the organization's strategic goals and objectives.
- **Performance Measurement**
  Monitor and evaluate IT performance to ensure efficiency, effectiveness, and continuous improvement.

IT Governance Structure
The City Manager's Office sets strategic directions. The Chief Information Officer (CIO) leads the IT Department in strategy and operations, ensuring compliance, cybersecurity, and innovation. The Technology Governance Committee (TGC), appointed by the City Manager and the CIO,

comprised of department heads (or designees), reviews major initiatives, technology procurements that exceed established thresholds, and recommends citywide technology standards.

Departments must identify their technological needs, coordinate with IT, participate in project reviews, and adhere to standards, policies and procedures.

Policy Provisions

Acquisition & Procurement Standards
All technology purchases, including hardware, software, cloud subscriptions, and IT services, must be reviewed and approved by the IT Department before any procurement or contract execution. The city will consolidate technology purchases, when possible, to reduce costs and leverage volume pricing. Departments may not independently procure IT solutions outside of the approved process.

System Compatibility & Duplication Avoidance
The IT Department maintains a catalog of approved systems and solutions. All proposed acquisitions and systems must demonstrate compatibility with existing infrastructure. Redundant technologies will be flagged and alternative recommendations provided.

Security & Compliance Vetting
IT will conduct cybersecurity and legal compliance assessments on all technology acquisitions. Technologies must comply with applicable laws including public records laws, National Institute of Standards and Technology (NIST) cybersecurity standards, and the City's internal controls. Unauthorized devices and software are not permitted on the City's network.

Centralized Technical Expertise
IT shall support departments with needs assessments, technology planning, RFP/RFQ planning, and vendor evaluations. Departments must consult with IT during early planning and budgeting to avoid delays, disapproved purchases, and to ensure project success.

Cost Control & Budgeting
IT and Finance will jointly evaluate technology proposals to ensure strategic and governance alignment cost-effectiveness. This may include reviewing the total cost of ownership (TCO), return on investment (ROI), and long-term operational impacts.

Business Continuity & Disaster Recovery
IT will maintain disaster recovery (DR) plans for core systems and conduct periodic tests. Departments must identify critical technology-dependent functions and participate in continuity planning.

Use of Artificial Intelligence & Emerging Technologies
The following platforms are approved:

- Read.AI - for meeting notes and executive summaries.
- RingCentral AI - for telephony and voice analytics.
- Synthesia.io - for automated media production.
- ChatGPT/OpenAI - for research, drafting, and summarization.

All other tools require IT and legal vetting for data security, records compliance, and responsible use. AI usage must comply with ethical guidelines and transparency requirements.

Records Management, Transparency, Public Access
All digital records, including AI-generated outputs, are subject to public records under Florida law unless expressly exempt. IT will support the Clerk's Office and departments in ensuring appropriate retention schedules and systems are in place for timely access and compliance.

Digital Literacy and Workforce Training
The IT Department will provide mandatory annual training to all employees on cybersecurity, ethical technology use, digital literacy, and compliance with Florida public records law. Training will be required at onboarding and on a recurring basis.

Data Governance and Classification
IT will implement a data governance framework, including classification standards such as Public, Internal, Confidential, and Restricted. Departments must manage data according to these classifications and ensure secure handling and storage.

Digital Accessibility and Inclusion
All public-facing applications and digital services must comply with Web Content Accessibility Guidelines (WCAG) and support inclusive design to ensure accessibility for individuals with disabilities and digital equity across all user groups.

Ethics, Enforcement, and Acceptable Use of Technology
Employees must use IT systems ethically, professionally, and in accordance with the City's Acceptable Use Policy. Misuse – including for personal gain, unauthorized access, or political activity – is subject to disciplinary action. Unauthorized purchases and failure to adhere to governance processes may be subject to budgetary adjustments and/or project suspensions.

Cloud and SaaS Governance
All cloud-based and Software-as-a-Service (SaaS) solutions must comply with the City's standards for authentication, encryption, data residency, and exit strategies. IT approval is required prior to use.

Vendor and Third-Party Risk Management
Vendors must undergo IT risk assessments, sign data protection agreements, and adhere to the City's cybersecurity, privacy, and legal standards. High-risk vendors may require additional approvals.

Technology Lifecycle and Asset Management
IT will maintain a comprehensive inventory of City technology assets and establish lifecycle management plans for upgrades and replacements. Obsolete or unsupported technologies must be decommissioned through an approved disposal process.

Pilot Projects and Innovation Sandbox
The CIO may authorize small-scale, time-bound pilot projects to test innovative tools and emerging technologies. These must be sponsored by a department, undergo legal and security vetting, and be evaluated for effectiveness before Citywide adoption.

Key Performance Indicators and IT Metrics
IT will define and report annually on performance metrics such as system uptime, cyber incident response times, project completion rates, helpdesk response times, and user satisfaction. Results will be presented to the City Manager and the Technology Governance Committee.

Review & Revision
IT will review this policy annually to incorporate emerging technologies, statutory changes, and operational needs.

Acknowledgement
Employees are required to sign an acknowledgement of this policy and affirm their responsibility to comply with governance standards.

ATTACHMENTS
- **Appendix A:** Technology Acquisition Request Form
- **Appendix B:** Current List of Approved Systems

Consent Agenda
9.24.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Edenia Hernandez, Library Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-131 Authorizing the City Manager to Apply for Grant Assistance Under the Division l Library State Grant (Edenia Hernandez, Library Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Application
- Resolution

MEMO

To: ICM Andrew Plotkin Mario Diaz
Via: Grants Advisor Dr. Defilie
From: Edenia M. Hernandez, Library
Date: August 29, 2025

Re: **Florida Public Library Construction Grant**

As a public Library that serves NMB residents in the State of Florida, the Lafe Allen Memorial Library, serving the City of North Miami Beach complies with the State of Florida Library Division guidelines. We develop services and collections of interest to our community and approved by the state and federal guidelines.

The Public Library Construction grant is a Matching Grant. The grant pays for library updates, renovations and a small increase of 5%. The library is currently requesting CIP funding for Bathroom upgrade and Generator. This renovation would already cover the estimated $500,000 and a state match would fund any overflow of the project and a needed expansion of our Children's room/ multipurpose area. We will have possession of plans for the generator and the bathroom this month and will be able to apply by the October 10th deadline.

If the commission is committing to funding the security of minors and the upgrade of bathrooms to be ADA compliant executing this application would provide leverage that would provide a greater impact on funds that would have already been allocated.

The grant and the forms requiring signature are enclosed.

Please consider moving this grant agreement forward in the consent agenda.

PUBLIC LIBRARY CONSTRUCTION GRANTS

GUIDELINES

Public Library Construction Application

dosgrants.com

Application Deadline: October 10, 2025 6:00 p.m. Eastern

Florida Department of State
Division of Library and Information Services
R. A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250

Application Submission

Applications must be submitted on or before October 10, 2025 6:00 p.m. Eastern.

Applications must be submitted on the DOS Grants System at dosgrants.com.

For Assistance and Information

Contact Grants Staff:

850.245.6620 Voice
850.245.6643 Fax
850.922.4085 TDD
Email: GrantsOffice@dos.fl.gov

These Guidelines are also available electronically at:
https://dos.fl.gov/library-archives/library-development/funding/construction/guidelines-application-and-forms/ and can be made available in alternative formats.

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LAW AND RULE

Chapter 257, *Florida Statutes*

Rule 1B-2.011, *Florida Administrative Code*, Library Grant Programs

PUBLIC LIBRARY CONSTRUCTION GRANTS GUIDELINES

I. OVERVIEW

The Department of State, Division of Library and Information Services, provides state funds to governments to construct public libraries. Funds are awarded on a dollar-for-dollar match of the grant amount to selected governments after evaluation of applications submitted by the application deadline. The Legislature determines the amount appropriated annually for the program. These guidelines specify program policies and procedures.

II. DEFINITIONS

Applicant means the government requesting a Public Library Construction Grant and that will own or have the unconditional use of the library building to be constructed, expanded or remodeled and the site on which it is located.

Application means a completed Public Library Construction Grant application, submitted online, consisting of all required documents.

Application Correction Period means the period of time to allow applicants to complete and correct application deficiencies. Applicants will have 30 days after the notification date to complete and correct deficiencies. All corrections must be submitted on or before the last day of the correction period specified by the Division. Failure to correct identified deficiencies within the 30-day period shall automatically make the application ineligible.

Application Submission Period means the formally announced period of time in a funding cycle for the submission of an application for a Public Library Construction Grant.

Audit means the annual audit of the government for that year, carried out in accordance with the requirements of Section 215.97, *Florida Statutes*, or Section 218.39, *Florida Statutes*, and generally accepted accounting principles. Audits must be submitted on the DOS Grants System at dosgrants.com.

Building Consultant means a professional librarian who has completed a library education program accredited by the American Library Association. The building consultant will prepare the project narrative, the building program and the site evaluation and serve as a consultant to the applicant and its architect throughout the design and construction of the project. The building consultant may be a library staff member and may also be the project manager.

Building Program means a narrative, in-depth description of the library's service philosophy and programs as they relate to the function and contribute to the design of the library building for which a Public Library Construction Grant is being sought.

Catalog of State Financial Assistance (CSFA) is a statewide compendium of state projects that provide financial assistance to nonstate entities. As the basic reference source for state projects, the primary purpose of the Catalog is to assist users obtaining general information on state projects and identifying state projects that meet specific objectives. State projects are cataloged by agency and are assigned a Catalog of State Financial Assistance (CSFA) number for easy referencing.

The Public Library Construction Grant Program CSFA number is 45.020.

Competitively Award means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications or proposals submitted for competitive negotiations in accordance with Section 255.20, *Florida Statutes.* This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, *Florida Statutes*. If competitive negotiations are used, the award shall be in accordance with Section 287.055, *Florida Statutes.*

Construction Project means the construction of new buildings and the acquisition, expansion or remodeling of existing buildings to be used for public library service. The project shall result in a completed library building on the specified site. A construction project may begin up to 12 months prior to the date of grant award. The project shall include the bidding or competitive negotiations, award of the construction contract, construction of the facility, submission of required documents, expenditure of all grant and local funds for the project, completion of the building and submission and approval of the audit.

A construction project is considered to have begun when a construction contract is awarded or a guaranteed maximum price for the project is awarded.

Deliverable means the quantifiable goods or services that must be provided in order to receive payment. Each deliverable must be connected with the activities identified and described in the Scope of Work. Deliverables, along with the Scope of Work, are included in the grant agreement.

Department means the Florida Department of State.

Division means the Division of Library and Information Services of the Florida Department of State.

Expansion means adding square feet to an existing library facility.

Financial Consequences means the financial consequences that will be applied if the grant recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment. Per Section 287.058, *Florida Statutes*, the Division is required to specify a reduction in grant funding that will be applied if the grant recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement.

Florida Accountability Contract Tracking System (FACTS) is the State of Florida's centralized online contract reporting system. All information pertaining to the grant agreement will be available on the FACTS system and viewable by the public. This includes the grant agreement, payment information, deliverables, performance metrics, grant award and audit information. FACTS is online at facts.fldfs.com.

Free Public Library Services means an established program of free public library services and resources which is maintained to provide library service without discrimination to all residents of the legal service area taxed for library purposes.

Funding Cycle means the interval of time between the start of an announced application submission period and the date of grant award.

Governing Body means the governing body of a county, the governing body of a municipality or the governing body of a special district or special taxing district.

Government means a county, municipality, special district or special taxing district.

Grant Agreement means a written document setting forth the terms and conditions under which a grant is provided to an applicant by the Department, including the rights and responsibilities of each party to the agreement, which is approved and signed by the Department and an authorized representative of the applicant. The agreement, incorporated by reference, will be sent to the library along with the grant award notification. The grant agreement will include a scope of work and project deliverables.

Grant Award means funding provided to the applicant by the Legislature for the construction project. The date of grant award shall be July 1.

Grantee means the government to which a grant is awarded.

Noncompliance means the grant recipient is not following *Florida Statutes*, rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable laws. For the consequences that result from noncompliance, see Section XI.W, Noncompliance Status.

Performance Measures provide the criteria for evaluating the successful completion of each deliverable.

Performance Metrics describe the documentation to be used to prove the deliverable has been met.

Performance Standards describe the acceptable level of services to be performed or products to be delivered.

Project Closeout means the submission and approval by the Division of all project documents, reports and payment requests. The project must be closed out by the end of the project period.

Project Funds are both grant and matching funds, as applicable.

Project Period shall begin on July 1 of the year in which the grant funds are awarded and shall end on June 1 two (2) years later.

Remodeling means any structural alteration to the permanent interior walls, floors, ceilings or exterior shell of a previously completed building. The term does not include maintenance or repairs such as repainting, replacing worn carpet, repairing leaky roofs, replacing HVAC or paving parking lots unless they are part of an eligible construction project.

Scope of Work means a description of the specific work to be performed under the grant agreement in order to complete the project.

Site Evaluation means a narrative analysis of the suitability of the location for the library building.

Unconditional Use means that the building to be remodeled, expanded or constructed and the site of such building are or will be owned by or under lease to the applicant and are to be used exclusively as a library. This must occur no later than 90 days after the date of the grant award or, if the applicant anticipates starting a project prior to the date of the grant award, at the time of application submission.

If the applicant is partnering with another entity to construct a library building where the ownership or unconditional use of the building will not be transferred until the completion of the construction project, a legal agreement, such as an interlocal agreement, can be provided in lieu of ownership documentation. This agreement must show when the transfer will take place and result in the applicant having ownership or unconditional use of the building. Before the project can be closed out, documentation of the final transfer of ownership or unconditional use must be provided to the Division.

Such ownership or lease interest must be continuous and for at least 20 years from completion of the remodeling, expansion or construction of the building. Leases shall not be revocable at will. Release from the unconditional use requirement may be requested and will be granted by the Division if a situation arises which will provide a library facility to serve the same community that will result in a higher level of library service. The request for release shall be submitted in writing to the Director of the Division of Library and Information Services.

If the facility is not maintained exclusively as a public library and does not provide free library service for the 20-year period and release from the unconditional use requirement has not been requested and approved, the grant funds shall be repaid as follows: for each year that the facility is maintained as a public library, the amount to be repaid will be reduced by 5%. The 20-year period begins on the date of project closeout.

III. ELIGIBILITY

To be eligible to apply for or to receive a Library Construction Grant:

A. Applications must be submitted on the DOS Grants System at dosgrants.com on or before the application deadline to receive consideration.

B. The applicant for a Library Construction Grant must be a county, municipality, special district or special tax district.

C. The applicant requesting a Public Library Construction Grant shall either own or have unconditional use of the library building to be constructed, expanded or remodeled and the site on which it is located. Assurance of unconditional use by the applicant's governing body must be submitted to the Division no later than 90 days after the grant award. If an applicant anticipates starting a project prior to the date of the grant award, the assurance of unconditional use must be submitted at the time of application submission.

   If the applicant is partnering with another entity to construct a library building where the ownership or unconditional use of the building will not be transferred until the completion of the construction project, a legal agreement, such as an interlocal agreement, can be provided in lieu of ownership documentation. This agreement must show when the transfer will take place and result in the applicant having ownership or unconditional use of the building. Before the project can be closed out, documentation of the final transfer of ownership or unconditional use must be provided to the Division.

D. An applicant for a Public Library Construction Grant shall be eligible to receive funding for a construction project from more than one state funding source provided that the following criteria are met:

   1. The additional state funding source(s) must be based on a statutorily approved process administered by another state agency.

   2. The applicant must demonstrate that the project will provide a higher level of service to residents or that the project is in partnership with another organization or agency.

E. A government receiving a Library Construction Grant must have an established program of free public library services and resources which is maintained to provide library service without discrimination to all residents of the legal service area taxed for library purposes.

F. A Library Construction Grant will be awarded on a matching basis only, and the applicant shall assure the Division that local matching funds will be available and unencumbered at the time of grant award. The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*. Eligible communities applying for a Public Library Construction Grant must request a waiver of matching requirements at the time of grant application.

G. A project will not be eligible for a grant when any of the following occur:

   1. The state portion of the project will be less than $10,000.
   2. The project will result in a total building of less than 3,000 square feet.
   3. The project will not result in a complete library facility.

H. The applicant organization must not be in non-compliance status with any previously awarded Department of State grant.

I. The applicant organization must not owe the Department funds at the time of application in connection with a previous grant received from any division of the Department of State, for which the organization has been notified of the Department's determination that a refund of grant funds is required.

IV. TIMELINE

Year 1	August 2025	Announcement of application availability in *Florida Administrative Register* and via email.
	August – October 2025	Division staff assistance and consultation available to applicants.
	October 10, 2025 6:00 p.m. Eastern	Application deadline. Applications must be submitted on DOS Grants System at dosgrants.com on or before this date.
	October 2025	Division staff review of applications.
	October – November 2025	Application correction period. Applicants will have 30 days after the notification date to complete and correct deficiencies. All corrections must be submitted on the DOS Grants System at dosgrants.com on or before the last day of the correction period specified by the Division. Failure to correct identified deficiencies within the 30-day period shall automatically make the application ineligible.
	November 2025	Division develops ranked list of Public Library Construction Grant applications for consideration by the Legislature.
Year 2	November 2025	Legislative committees hear budget requests and make recommendations as part of the overall state budget.
Year 2	January-March 2026	Legislature approves state budget.
	June 2026	Division communicates applications status to applicants (funded or not funded).
	July 1, 2026	Project begins.
Year 3	January 1, 2027	Progress Report due. The report must be submitted on DOS Grants System at dosgrants.com.
	July 1, 2027	Progress Report due. The report must be submitted on DOS Grants System at dosgrants.com.

Year 4	January 1, 2028	Progress Report due. The report must be submitted on DOS Grants System at dosgrants.com.
	June 1, 2028	Grant completion deadline. This is the ending date of the project period. The Construction project must be 100% complete, all grant and matching funds must be paid out and the project must be closed out with the Division.

V. APPLICATION SUBMISSION

A. Applications must be submitted on DOS Grants System at dosgrants.com on or before the application deadline to receive consideration.

B. Application availability will be announced in the *Florida Administrative Register* and via email.

C. An applicant for a Public Library Construction Grant shall be eligible to receive funding for a construction project from more than one state funding source provided that the following criteria are met:

1. The additional state funding source(s) must be based on a statutorily approved process administered by another state agency.
2. The applicant must demonstrate that the project will provide a higher level of service to residents or that the project is in partnership with another organization or agency.

D. An applicant whose project was partially funded during a funding cycle may not reapply in the subsequent funding cycles for funds to add to the previous award.

E. An applicant that receives a grant to build a new library or to expand or remodel an existing library may not apply for a grant to expand the same library until the original project has been closed out with the Division.

F. Only one grant will be awarded to a government until all other eligible applicants have been awarded a grant during the funding cycle.

VI. APPLICATION

The following documents must be submitted on DOS Grants System at dosgrants.com as part of the application:

1. An ordinance, an adopted and certified resolution, or an approved agenda item from the governing body of the county, municipality, special district or special taxing district including:
   a. Authorization for submission of the application.
   b. Name or position title of person authorized to sign the application and provide required certifications.

c. Assurance that the required match of a dollar-for-dollar of the grant request will be available and unencumbered at the time of grant award.

d. Assurance that funding is sufficient and will be available in order that the project will result in a completed library building.

e. Assurance that upon completion of the project, sufficient funds will be available to operate the facility.

f. Assurance that the building will be used exclusively for the public library purposes for which it was constructed or altered and submission of proposed changes in use to the Division for approval if within 20 years of the completion of the construction project.

2. Copy of documents that establish the library, such as a contract, resolution or ordinance of the government. A copy of the interlocal agreement(s) for library cooperatives and multicounty libraries may be used to meet this requirement.

3. A narrative description of the construction project prepared by a professional librarian functioning as the building consultant. The narrative statement must describe:

   a. How the building will function in a currently established multicounty, county or municipal library. This includes, but is not limited to, programs, services and governance.

   b. How the construction project will contribute to new or improved services in the area it will serve.

   c. The effects of staffing, maintaining and costs of operating the proposed facility.

4. A detailed written building program, prepared by a professional librarian functioning as a building consultant. The building program must include:

   a. A brief overview of the library including a historical perspective, mission and goals (or roles) of the library.

   b. A description of how library functions relate to each other in terms of space, including a description of patron use and workflow patterns.

   c. Projection of future needs based upon anticipated future demographics.

5. If an applicant is applying for funding for a construction project from more than one state funding source, the following information must be provided:

   a. Identification of all additional state funding sources being applied for. Include the name of the funding program and the state agency administering the program.

   b. Description of how:

      1. The multiple funding sources will result in a project to provide a higher level of service to residents; or

      2. The project is in partnership with another organization or agency and how it will provide a higher level of service to residents; or

      3. Each funding source will be used to accomplish a different or unique portion of the entire construction project.

6. If an applicant anticipates starting a project prior to the date of the grant award, the additional documentation required in Section X must be submitted at the time of application submission.

G. The applicant may withdraw applications at any time prior to grant award without penalty.

If any library construction project that has previously been awarded a grant that is later withdrawn or vacated files a new application during the next application submission period for substantially the same project, the project shall be considered only after the Division has acted upon all other applications during the funding cycle.

H. An applicant whose project was not funded during the previous funding cycle may either update the application already on file or submit a new one. If an applicant intends to update or resubmit an application, a letter of intent should be submitted to the Division within 30 days after notification from the Division. The updated information specified in Section VI.1 shall be submitted within 60 days after notification from the Division, or the Division should be notified that no updates are needed. Failure to meet this deadline shall result in rejection of this application.

1. If a new application is submitted by the application submission date, it will be reviewed for eligibility and completeness and evaluated.
2. If the applicant requests that the application already on file be considered for funding, it will not be reevaluated. The point values assigned during the previous review period will remain unchanged. The application will be included in the ranked listing along with new applications. The applicant must update and provide the following information or indicate that no updates are needed:
   a. Applicant Information.
   b. Ordinance or an adopted and certified resolution from the governing body of the government as required and described in Section VI.1.

VII. APPLICATION REVIEW

Following the close of the application submission period, all applications will be reviewed for eligibility and completeness. In reviewing applications, the Division has the authority to ensure compliance with these guidelines. The Division will determine the eligibility of an applicant, the sufficiency of the application and the eligibility of a project element or expense.

A. The Division will notify applicants in writing of any application deficiencies. Eligible applicants will have an application correction period of up to 30 days after notification date to correct deficiencies. Insufficient applications or the failure to correct the identified deficiencies shall result in rejection of the application. All corrections must be submitted in the DOS Grants System at dosgrants.com on or before the last day of the correction period specified by the Division. Since the purpose of this period is to determine eligibility, point totals already assigned to applications will not be changed during the correction period.

The Division will evaluate eligible applications in accordance with Section VIII, Criteria for Evaluating and Ranking Grant Applications, and assign a total point score to each application. Applications will be ranked based on the point score with the applications with the most points ranked highest.

B. The ranked application list is submitted to the Secretary of State for final review and approval. The Secretary of State has the final authority to approve, amend or deny funding recommendations and to award grants.

C. Applications that are approved by the Secretary of State will be included in the Department of State's ranked list of public library construction applications for consideration by the Legislature.

VIII. CRITERIA FOR EVALUATING AND RANKING GRANT APPLICATIONS

1. An application can receive a maximum of 100 points. Applications will be ranked based on the point score with the most points ranked the highest.
2. If multiple applications are submitted by one government, then the application with the higher point total will be placed in the higher ranked position. If multiple applications from one government receive the same score, the applicant will be asked to rank the applications. The higher ranked application will be placed in the higher ranked position. The other application(s) shall be placed at the bottom of the rankings. For those application(s) placed at the bottom of the rankings, the application with the higher point totals will be ranked before those with lower point totals.
3. If two or more applications from different applicants receive the same score, the applicant having the most need based on Community Need, Section VIII.4.D will receive the higher ranking. If two or more applications remain tied, the applicant having received the lowest amount of construction funds within five (5) years of the application date will receive the higher ranking.
4. The points for each section are:

   A. Type of Library Building. Only one category can apply to an application:

      1. Headquarters for a multicounty or library cooperative – 20.
      2. Headquarters for a single county library **not** in a multicounty – 15.
      3. Headquarters for a single county library in a multicounty – 12.
      4. Branch or member of a multicounty library that represents the only library facility in a county – 8.
      5. Branch or member library that is part of a county or multicounty – 4.
      6. A municipal library and its branches operating independently of a county or multicounty library – 4.

   B. Project Narrative, prepared by a professional librarian functioning as a building consultant. The narrative statement must describe:

1. How the building will function in a currently established multicounty, county or municipal library. This includes, but is not limited to, programs, services and governance – 5.
2. How the construction project will contribute to new or improved services in the area it will serve – 10.
3. The effects of staffing, maintaining and operating the proposed facility – 5.

C. Building Program, prepared by a professional librarian functioning as a building consultant. The building program must include:

1. A brief overview of the library including a historical perspective of the library system (if applicable) and the facility covered by the application, the mission and the goals (or roles) of the library – 5.
2. A description of how library functions relate to each other in terms of space, including a description of patron use and workflow patterns – 20.
3. Projection of future needs based upon anticipated future demographics – 5.

D. Community Need. Points are awarded based on the extent to which the applicant's present or existing facilities meet the standard of .6 square feet per capita for total floor space in its multicounty, county or municipal library.

The total square feet will be taken from the most current Annual Statistical Report Form for Public Libraries on file with the Division of Library and Information Services. The report is available free of charge from the Director, Division of Library and Information Services, R.A. Gray Building, Mail Station #9D, Tallahassee, Florida 32399-0250. The population served will be taken from the most current Florida Estimates of Population, University of Florida.

The following describes how the square footage and population will be determined for each type of library. The calculation of the square footage is based upon the type of library.

For cooperative libraries consisting of a countywide system and/or municipal libraries:

- For the countywide library system, the population and square feet for only the legal (taxed) service area of the countywide system will be used.
- For an independent municipal library, the population and square feet for only the legal (taxed) service area of the municipal library will be used.
- For a multicounty library, the population and square feet for the applicable county will be used.

For consolidated single-county libraries:

- The population and square feet for the legal (taxed) service area of the county applying for the grant will be used. This includes consolidated multicounty libraries.

- If a municipality submits an application for a library (e.g., a branch) that is a part of a consolidated countywide system, the population of the municipality and square feet of the library (branch) will be used.

The further away an applicant's total square footage in its present or existing facilities is from the standard, the higher the amount of points that are awarded.

0 – 25	percent of standard –	30 points.
26 – 50	percent of standard –	25 points.
51 – 70	percent of standard –	20 points.
71 – 90	percent of standard –	15 points.
91 – 100	percent of standard –	10 points.
Over 100	percent of standard –	10 points.

IX. MAXIMUM GRANT AWARD

The total maximum grant award is $500,000.

X. ADDITIONAL REQUIRED DOCUMENTS

The following material must be submitted to the Division using the DOS Grants System at dosgrants.com. If the applicant anticipates starting the construction project prior to the date of the grant award, the following material must be submitted for approval at the time of application submission.

These documents will become a part of the grant application.

1. An update to the Project Data (Section C), Cost of Project (Section D) and Applying for More Than One State Funding Source (Section I) sections of the original application. This will provide the most current information on estimated project costs and source of funding since the application was submitted.
2. Specific location of site and a narrative evaluation of the site of the building to be constructed, expanded or remodeled, prepared by a professional librarian functioning as a building consultant. The site evaluation should justify the choice of site considering:
   a. Plans for future expansion or growth.
   b. Community growth and traffic pattern projections for the future.
   c. Adequate parking, taking into consideration local zoning and building codes or standards.
   d. Convenient access to major pedestrian and vehicular traffic routes.
   e. Physical characteristics of the site.
3. Assurances, such as a deed showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it must state whether the applicant owns or leases the site and building.

   If the applicant is partnering with another entity to construct a library building where the ownership or unconditional use of the building will not be transferred until the completion of the construction project, a legal agreement, such as an interlocal agreement, can be provided in lieu of ownership documentation. This agreement must show when the transfer will take place and result in the applicant having ownership or unconditional use of the building. Before the project can be closed out, documentation of the final transfer of ownership or unconditional use must be provided to the Division.

4. A comparison of the proposed project to 0.6 square feet per capita for total floor space and standards for library facilities and services. Cite standards used and the source of standards. This shall include at a minimum:
   a. Total floor space.
   b. The amount and kind of space required for all library functions, including both public and staff areas, meeting space, and space for specific services.
   c. Shelving requirements.
   d. Staffing requirements.
   e. Lighting requirements.
   f. Telecommunications and electrical requirements.
5. A list of the kind and amount of initial furniture and equipment needed for the project.
6. Subsurface soil analysis. This analysis, which involves soil borings, is to assure that the site can support the weight of a library building. The analysis is required for any of the following:
   a. New construction.
   b. Expansion of existing library facility onto previously unbuilt land, including parking lots.
   c. Projects involving an existing building that was not previously used as a library building.

   If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.
7. Flood hazard analysis. Regulations governing the use of state funds for construction require that evaluations be made of the potential effect of any proposed construction in relation to flood hazards.

   Each applicant filing an application for construction funds must determine if a proposed project is in the floodplain by using the FEMA Flood Map Service Center at msc.fema.gov/portal/home. Search by the proposed construction address to view a map. Upload the Dynamic Map (Print Map/FIRMette) into the DOS Grants System as part of the application. If the proposed construction project is in a floodplain, inform the Division how the project will impact the floodplain by uploading the explanation into the DOS Grants System.

8. Assurance that the proposed construction project will not have an adverse effect on historic properties listed or eligible for listing on the National Register of Historic Places. This assurance must be obtained from the Department of State, Division of Historical Resources.

   Regulations governing the use of state funds for construction require that evaluations be made of the potential effect of any proposed construction in relation to historic properties. Each applicant filing an application for construction funds must request an evaluation of the proposed site of construction from the Division of Historical Resources. Projects directly impacting historic properties will be evaluated for consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties (the Standards) (nps.gov/tps/standards.htm (as of January 2024)), incorporated by reference. Projects involving new construction within or adjacent to a historic district will be evaluated according to the Standards for compatibility with the historic character of the district. When submitting requests, the following information should be included regarding the project:

   a. State that an evaluation is needed in order to receive construction funds from the Division of Library and Information Services, Florida Department of State.

   b. Provide the name, address and/or the tax parcel identification for the project.

   c. Provide a detailed written description of the proposed project including related activities that will be carried out in conjunction with the project, for example the proposed rehabilitation (include specific details) or demolition of a building or structure or the extent of proposed land clearing or ground disturbing activities.

   d. Provide a project site location map depicting the project area on an aerial photograph and/or street map.

   e. Provide photograph(s) of the project site if available (no photocopies). If a project does or may involve a building(s) or structure(s) 50 years of age or older, photographs must be provided of the exterior and interior (as appropriate). Provide photographs of specific elements of the building(s) affected by the project, if applicable. All photographs should be keyed to a project or building sketch plan.

   f. For new construction projects, describe the present condition of the project area and a history of the past land use activities, i.e., agriculture or silviculture. Describe any manmade improvements in the study area. Provide information on the project area describing the natural environment(s) (biological and geological), for example drainage, wetlands, soils, vegetation, etc.

   g. Describe any surrounding buildings or structures (include photographs of such improvements keyed to a map). Indicate the recorded or estimated construction dates for each building or structure. Indicate if the project area is within or adjacent to a historic district.

   h. Indicate the date by which you need the evaluation. Allow at least 30 days for the historic site evaluation.

      Address requests to:

Director
Division of Historical Resources
R. A. Gray Building, Mail Station 4
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6333
Email: CompliancePermits@dos.fl.gov

Copies of the letters of evaluation must be submitted for each application. If the project affects historic properties listed or eligible for listing on the National Register of Historic Places in accordance with Section 267.061, *Florida Statutes*, the applicant must obtain written approval from the Division of Historical Resources before the project is let for bid.

9. Total Compensation Paid to Non-Profit Personnel. Per Section 216.1366, Florida Statutes, all non-profit organizations as defined in Section 215.97(2)(m), Florida Statutes, shall complete and return to the division within 30 days of the execution of the grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

   Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

   The grantee shall post their reports on their website, and the public agency shall make the reports available on the internet.

XI. ADMINISTRATION OF GRANTS

A. **Project Start.** The grant period will start on July 1, 2026 of the state fiscal year in which requested grant funding is appropriated by the Legislature. A construction project may be initiated 12 months or less prior to the project start date. However, the Division shall not release any grant funds to the applicant before the grant funds have been appropriated by the Legislature, the Secretary of State has approved of grant funding recommendations and the grant agreement is executed between the Division and the grantee.

B. **Notification of Grant Award.** The Notification of Grant Award is the official notice of the amount of the grant award for the applicable fiscal year. On the notification, the project to be funded is listed along with the award amount, the Catalog of State Financial Assistance (CSFA) number, the project start date, the ending date of the grant and any other special project-related comments or instructions.

C. **Grant Agreement.** The application will become a part of the grant agreement between the Department of State, Division of Library and Information Services and the grantee. The Division shall be responsible for preparing a grant agreement. Grant agreements, incorporated by reference, will be sent to grantees along with the notification of grant award. The grant agreement will include a scope of work and project deliverables. A construction project may be initiated 12 months or less prior to the grant award. However, the Division shall not release any grant funds to the applicant before the grant funds have been appropriated by the Legislature and the grant agreement is executed between the Division and the grantee.

   The grant agreement must be signed between the grantee and the Department prior to February 1 of the second fiscal year after the grant award. If the agreement is not executed by this date, the grant funds shall revert to the Legislature in accordance with Section 216.301, *Florida Statutes*.

D. **Grant Agreement Amendments.** Requests may be made to modify the provisions of the Grant Agreement. A Change Request must be submitted to the Division in the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when put in writing and signed by each of the parties in a Grant Agreement Amendment. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial or complete refund to the State of Florida.

E. **Project Manager.** The project manager is the applicant's single authorized representative for all contact with the Division regarding the project. This includes all written and verbal communication with the Division, processing grant-related paperwork, receipt of grant payments, etc. If the project manager changes from the information provided in the application, the applicant or grantee must notify the Division in writing of this change. The project manager may be the same person as the applicant's building consultant. The project manager does not have to be the physical construction project manager.

F. **Planning Assistance.** Division staff are available to provide planning assistance as the plans for the construction project are being developed. It is recommended that Division staff be involved during several points in the development of project plans: when the

initial drawings have been completed based on the building program; approximately halfway through design development; and, when the furniture and equipment plan for the facility is being developed.

G. Architectural Drawings and Specifications. The grantee shall provide the Division the following material no less than 30 days prior to the construction project being let for bid or guaranteed maximum price being awarded. This also includes contracts for construction management services or design-build contracts.

1. Final floor plan with furnishings and equipment.
2. Final site plan.
3. Final elevations.

Submit two sets of drawings prepared by a licensed architect. One set of these plans shall be 24" x 36" or 30" x 42" and the other shall be 11" x 14" or 11" x 17".

If there are changes in the design or size of the building, the grantee shall provide revised floor plans, site plans and elevations to the Division. An example of when this might occur would be if project bids exceed available funding, necessitating a revision to project plans.

Submit plans to:

Grants Office
Division of Library and Information Services
R. A. Gray Building, Mail Station 9
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6620
Email: GrantsOffice@dos.fl.gov

H. Architectural Supervision. The grantee shall provide engineering or architectural supervision and inspection to ensure that the completed work conforms to the approved plans and specifications.

I. Accessibility. All facilities constructed must comply fully with Sections 255.21 and Sections 553.501 through 553.514, *Florida Statutes*, relating to accessibility by persons with disabilities and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2024)), incorporated by reference.

J. Competitive Awards. The grantee shall competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, *Florida Statutes*. If

competitive negotiations are used, the award shall be in accordance with Section 287.055, *Florida Statutes.*

All procurement of goods and services must be made in a manner so as to provide maximum free competition.

K. Project Publicity. Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance in accordance with Section 286.25, *Florida Statutes*:

> This project is sponsored in part by the Department of State's Division of Library and Information Services and the State of Florida.

Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign is an allowable project cost. Routine maintenance costs of project identification signs are not allowable project costs.

L. Progress Reports. The grantee must submit a progress report to the Division every six (6) months until the project is completed. The report should include a status of the construction project and photographs of project progress. The report must be submitted in the DOS Grants System at dosgrants.com.

M. Change Orders. Should grant expenditures exceed the budgeted category amount by more than 20%, the grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval. The proposed revision should be submitted using a Change Request in the DOS Grants System at dosgrants.com.

N. Final Inspection. The grantee should notify the Division of the date and time of final inspection. The grantee shall also provide the Division with a copy of the Certificate of Substantial Completion (AIA Document G704).

O. Project Completion. The construction project shall be completed by June 1 two years after the year of the grant award. The project completion date is the date that the project is 100% complete and all grant and matching funds have been paid out.

P. Extension of the Project Completion Deadline. An extension of the completion date must be requested at least 30 days prior to the end of the project period and may not exceed 120 days unless the grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the grantee and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Written approval from the Division is required for extensions.

Q. Project Audit. A financial audit of the government, carried out in accordance with the requirements of Section 215.97, *Florida Statutes*, The Florida Single Audit Act, or Section 218.39, *Florida Statutes,* and generally accepted accounting principles, must be submitted following the end of the grant. The audit must be completed within nine months of the end of the organization's fiscal year.

If desired, a grantee may submit a project specific audit in lieu of the annual audit. The project specific audit must be carried out in accordance with the requirements of Section 215.97, *Florida Statutes*, or Section 218.39, *Florida Statutes*, and generally accepted accounting principles.

Audits must be submitted on the DOS Grants System at dosgrants.com.

R. Project Record Retention. Financial records, supporting documents, statistical records, and all other records, including electronic storage media pertinent to the project, shall be retained for a period of five (5) fiscal years after an application has been denied or unfunded, or five (5) fiscal years after the end of the unconditional use requirement. If any litigation or audit is initiated or claim is made before the expiration of the five-year period, the records shall be retained until five (5) years after the litigation, audit or claim has been resolved.

S. Withdrawal of Project. The applicant may withdraw applications at any time prior to grant award without penalty.

If any library construction project that has previously been awarded a grant which is later withdrawn or vacated files a new application during the next application submission period for substantially the same project, the project shall be considered only after the Division has acted upon all other applications during the funding cycle.

T. Change in Project Scope. If the grantee desires to change the scope of the project from what was submitted in the application (for example, from renovation to new construction), the request must be submitted using a Change Request in the DOS Grants System at dosgrants.com. Permission to change the scope of the project will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. If a change in project scope is approved, the applicant or grantee will have 30 days to update the application documents that are on file with the Division.

U. Change in Project Site. If the grantee desires to change the site or location of the project from what was submitted in the application, the request must be submitted using a Change Request in the DOS Grants System at dosgrants.com. Permission to change the project site will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. If a change in the project site is approved, the applicant or grantee will have 30 days to update the application documents that are on file with the Division.

V. Financial Consequences. The following financial consequences will be applied if the grant recipient fails to perform all tasks outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment:

1. First payment will be withheld if deliverables are not satisfactorily completed.

2. Second payment will be withheld if deliverables are not satisfactorily completed.
3. Third payment will be withheld if deliverables are not satisfactorily completed.
4. Fourth payment will be withheld if deliverables are not satisfactorily completed.

W. Payments. A maximum of four payments of grant funds will be made on a reimbursement basis. Payment requests and supporting documentation must be submitted in the DOS Grants System at dosgrants.com.

Electronic Payments. A Vendor Direct Deposit form should be completed annually and submitted **directly** to the Department of Financial Services so that your organization can receive grant funds via electronic funds transfer (EFT). If your organization has already submitted a form to DFS in the current calendar year, this form does not need to be resubmitted. This form is available at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. **Do not submit the form to the Division, it must be submitted directly to the Department of Financial Services as specified on the form.**

1. **The first payment** will be 30% of the grant award. Payment will be made upon completion of at least 30% of the project and after receipt and approval of the following required documents.
   a. Material required in Section X, and Section XI. G.
   b. Executed contract for architectural services between the owner and architect.
   c. Documentation that the project was competitively bid and awarded in accordance with Section 255.20, *Florida Statutes,* and local bidding requirements. If competitive negotiations are used, the documentation must show that the contract was awarded in accordance with Section 287.055, *Florida Statutes*.
   d. Complete and executed contract(s) for construction that shows the total cost to construct the facility or the guaranteed maximum price.
   e. Application and Certificate for Payment (AIA Document G702) and the Contract Values form (Appendix I) or the equivalent showing at least 30% of the construction project has been completed.
2. **The second payment** will be 30% of the grant award. Payment will be made upon completion of at least 60% of the project and after receipt and approval of the following required documents.
   a. Application and Certificate for Payment (AIA Document G702) and the Summary of Contract Values form (Appendix I) or the equivalent, showing at least 60% of the project has been completed. This item is the project deliverable for the second payment.
3. **The third payment** will be 30% of the grant award. Payment will be made upon completion of 100% of the project and after receipt and approval of the following required documents.
   a. Certificate of Substantial Completion (AIA Document G704, incorporated by reference) or its equivalent.

b. Documentation of the transfer of ownership or unconditional use of the property and building if the applicant was partnering with another entity to construct a library building where the ownership or unconditional use of the building was not completed at the start of the project.

c. Application and Certificate for Payment (AIA Document G702) and the Summary of Contract Values form (Appendix I) or the equivalent. The G702 form must show that the project is 100% complete, all construction contract funds have been expended, including all retainages, and a zero balance on line 9. This item is the project deliverable for the third payment.

4. **The final payment** will be 10% of the grant amount. Payment shall be made only after successful completion of the project and agreement obligations. The following documents must be either on file with the Division or completed and submitted for the fourth payment:

   a. Final Report, certified by the project manager and chief financial officer of the applicant's governing body, assuring that all project funds have been expended and that the project has been closed out. This item is the project deliverable for the fourth payment.

X. Noncompliance. Any grant recipient that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies or other applicable law, or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

XII. ALLOWABLE USES OF GRANT FUNDS

Funds provided under a Library Construction Grant may be used to cover costs of any of the following, as long as the construction project results in a completed library facility:

A. Architectural services.

B. New construction.

C. Expansion.

D. Remodeling.

E. Purchase of a facility or property to be used as a library. All requirements for having ownership of the property or facility as specified in Section X.2 must be met.

F. Site preparation, including the provision of parking spaces.

G. Engineering costs and legal fees directly related to the construction of the library.

H. Initial or fixed equipment, including shelving, tables, chairs, information and building technologies, video and telecommunications equipment, machinery, utilities, built-in equipment and enclosures or structures necessary to house them, and all other items necessary to furnish and operate a new or improved facility for the provision of library services.

I. Opening day collections.

Expenditures must be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

XIII. MATCHING FUNDS

Matching funds must equal the grant amount, dollar for dollar. The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*. Eligible communities applying for a Public Library Construction Grant must request waiver of matching requirements at the time of grant application.

Eligible matching funds include cash, governmental appropriation, negotiable and non-negotiable securities, bonds sold or validated, funds used for advance plans, estimates, or the cost of the land for the construction or acquisition of a building not already in use as a public library.

For new construction, the current appraised fair market value of a currently owned site may be included as a part of the local matching portion. For remodeling and expansion projects, the current appraised fair market value of the site, building or portion of a building currently not being used as a public library that will be become part of the library as a result of the project may be included towards the local matching portion. The appraisal shall be prepared by an independent licensed appraiser.

There is no time limit prior to submitting the application when the applicant must have ownership of the site being used towards match. However, if the site is being used towards match, the applicant must own the site no later than the time of grant award.

Funds expended on furnishings and equipment for the facility, such as shelving, computers, tables and chairs, and opening day collections may be used towards match as long as the funds are expended less than 12 months prior to the date of grant award or before the project is closed out.

All funds, including local matching and donated funds used towards the project, must be administered by the grantee.

All matching funds must be expended by the end of the grant.

XIV. UNALLOWABLE USE OF GRANT AND MATCHING FUNDS

Funds are allowed for grant or matching expenditures only as specifically stated in Sections XII and XIII. In addition, the following are not allowed as grant or matching expenditures:

A. In-kind services.

B. Routine maintenance costs of project identification signs.

C. Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under Sections 257.40-257.42, *Florida Statutes*. The Grantee shall perform all acts in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall be in strict conformity with all applicable local, state and federal laws and regulations.

XV. OPERATION AND USE OF FACILITY

A facility that will be constructed, remodeled or expanded using state grant funds must be maintained exclusively as a public library and provide free library service for a period of 20 years. Failure to maintain the facility exclusively as a public library or to provide free library service for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout.

If the facility is not maintained exclusively as a public library or free library service has not been provided for the 20-year period and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:

For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year – 95% of the grant funds, 5 years – 75% of the grant funds, 10 years – 50% of the grant funds, etc.

If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

CHAPTER 257, *Florida Statutes*

PUBLIC LIBRARIES AND STATE ARCHIVES

257.14 Division of Library and Information Services; rules.

257.15 Division of Library and Information Services; standards.

257.191 Construction grants.

257.14 Division of Library and Information Services; rules. – The Division of Library and Information Services has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter.

History. – s. 2, ch. 61-402; s. 4, ch. 63-39; ss. 10, 35, ch. 69-106; s. 21, ch. 69-353; s. 3, ch. 83-24; s. 19, ch. 86-163; s. 46, ch. 98-200.

257.15 Division of Library and Information Services; standards. – The Division of Library and Information Services shall establish reasonable and pertinent operating standards under which libraries will be eligible to receive state moneys.

History. – s. 3, ch. 61-402; s. 4, ch. 63-39; ss. 10, 35, ch. 69-106; s. 21, ch. 69-353; s. 2, ch. 72-353; s. 3, ch. 83-24; s. 20, ch. 86-163.

257.191 Construction grants. – The Division of Library and Information Services may accept and administer library construction moneys appropriated to it and shall allocate such appropriation to municipal, county, and regional libraries in the form of library construction grants on a matching basis. The local matching portion shall be no less than the grant amount, on a dollar-for-dollar basis, up to the maximum grant amount, unless the matching requirement is waived by s. 288.06561. Initiation of a library construction project 12 months or less prior to the grant award under this section shall not affect the eligibility of an applicant to receive a library construction grant. The division shall adopt rules for the administration of library construction grants. For the purposes of this section, s. 257.21 does not apply.

History. – s. 4, ch. 73-138; s. 5, ch. 83-24; s. 23, ch. 86-163; s. 2, ch. 2003-126.

1B-2.011 Library Grant Programs.

(1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.

(2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:

(a) State Aid to Libraries Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-18527 ~~17300~~, effective 09-2025 ~~12-2024~~, which contain guidelines and instructions; Certification of Credentials – Single Library Administrative Head (Form DLIS/SA01), http://www.flrules.org/Gateway/reference.asp?No=Ref-18529 ~~17297~~, effective 09-2025 ~~12-2024~~; Grant Agreement (Form DLIS/SA02), effective 09-2025 ~~12-2024~~; Annual Statistical Report Form for Public Libraries (Form DLIS/SA03), http://www.flrules.org/Gateway/reference.asp?No=Ref-18530 ~~17298~~, effective 09-2025 ~~12-2024~~; Certification of Hours, Free Library Service and Access to Materials (Form DLIS/SA04), http://www.flrules.org/Gateway/reference.asp?No=Ref-18532 ~~17299~~, effective 09-2025 ~~12-2024~~.

(b) Public Library Construction Grants Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-18533 ~~17289~~, effective 09-2025 ~~12-2024~~, which contains guidelines and instructions; and Public Library Construction Grant Agreement (Form DLIS/PLC01), http://www.flrules.org/Gateway/reference.asp?No=Ref-18535 ~~17288~~, effective 09-2025 ~~12-2024~~.

(c) Library Cooperative Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-18538 ~~17292~~, effective 09-2025 ~~12-2024~~, which contains guidelines, instructions, and the Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCG01), effective 09-2025 ~~12-2024~~; Grant Agreement (Form DLIS/LCG02), http://www.flrules.org/Gateway/reference.asp?No=Ref-18541 ~~17291~~, effective 09-2025 ~~12-2024~~; and the Florida Library Information Network Manual http://www.flrules.org/Gateway/reference.asp?No=Ref-18542 ~~17290~~, effective 09-2025 ~~12-2024~~.

(d) The Library Services and Technology Act Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-18543 ~~17296~~, effective 09-2025 ~~12-2024~~, which contains guidelines and instructions, Library Services and Technology Act Grant Agreement (Form DLIS/LSTA01), http://www.flrules.org/Gateway/reference.asp?No=Ref-18544 ~~17293~~, effective 09-2025 ~~12-2024~~, MLS Certification (Form DLIS/LSTA02), http://www.flrules.org/Gateway/reference.asp?No=Ref-18545 ~~17294~~, effective 09-2025 ~~12-2024~~, and Certification Regarding Trafficking in Persons (Form DLIS/LSTA03), http://www.flrules.org/Gateway/reference.asp?No=Ref-18546 17295, effective 09-2025 ~~12-2024~~.

(3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.

Rulemaking Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) FS. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 FS. History–New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12, 12-25-13, 7-8-14, 4-7-15, 7-12-16, 7-6-17, 4-30-18, 11-19-18, 7-1-19, 3-17-20, 2-27-22, 5-4-23, 12-22-24, xx-xx-xx.

PROJECT NUMBER [project number]

PUBLIC LIBRARY CONSTRUCTION GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
[GOVERNING BODY]
for and on behalf of
[GRANTEE]

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the [Grantee] hereinafter referred to as the "Grantee."

The Grantee has submitted a grant application and has met all eligibility requirements and has been awarded a Library Construction Grant (CSFA 45.020) by the Division: project number [project number] for the project "[project name]," in the amount of $[award]. Funds for this grant have been appropriated in the FY [insert years] General Appropriations Act on line [xxxx]. The Division has the authority to administer this grant in accordance with Section 257.191, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "[project name]," the public purpose for which these funds were appropriated.

   a) The Grantee shall perform the following **Scope of Work**:

   [Scope of Work].

   All tasks associated with the project shall be performed by June 1, [insert date]. All project work shall be completed under the supervision of a licensed architect or licensed contractor.

   b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Deliverable	Deliverable Amount	Deliverable Description	Deliverable Documentation
1	30% of award [amount]	The Grantee will have completed at least 30 percent (30%) of the project.	1. All additional required documents as specified in Section XI. G. of the Public Library Construction Grant Guidelines. 2. Executed contract for architectural services between the owner and architect. 3. Executed contract for construction, construction management or design build services. 4. Final floor plan with furnishings and equipment. 5. Final site plan. 6. Final elevations. 7. Two sets of drawings. One set of these plans shall be 24" x 36" or 30" x 42" and the other shall be 11" x 14" or 11" x 17". 8. Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (Appendix I), or its equivalent, showing at least 30 percent (30%) of the project completed.
2	30% of award [amount]	The Grantee will have completed at least 60 percent (60%) of the project.	1. Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (Appendix I), or its equivalent, showing at least 60 percent (60%) of the project completed.
3	30% of award [amount]	The Grantee will have completed 100 percent (100%).	1. Completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (Appendix I). 2. A Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent (100%) of the project completed, including all retainage amounts paid.
4	10% of award [amount]	The Grantee will have completed all project and agreement obligations.	1. Submission and acceptance of a Library Construction Closeout Report that certifies that all project funds have been expended and the project has been closed out.

c) **Change Orders.** Should grant expenditures exceed the budgeted category amount by more than 20%, the Grantee shall be required to submit a Change Request for the Project Budget with an explanation for the reason(s) for deviation(s) from the original Project

Budget to the Division for review and approval. The proposed revision should be submitted using a Change Request on the DOS Grants System at dosgrants.com.

2. **Length of Agreement.** This Agreement shall begin on **[insert date]** and shall end **[insert date]** unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless the Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the Agreement end date.

3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

   For the Division of Library and Information Services:
   [name], [title]
   Florida Department of State
   R.A. Gray Building
   Mail Station #9D
   500 South Bronough Street
   Tallahassee, Florida 32399-0250
   Phone:
   Facsimile:
   Email:

   For the Grantee:
   [Project manager], [title]
   [Organization]
   [Address]
   [City], Florida [zip]
   Phone: [phone]
   Facsimile: [fax]
   Email: [email]

4. **Grant Payments.** Payment requests and supporting documentation must be submitted on the DOS Grants System at dosgrants.com. The total grant award shall not exceed $[award], which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

   All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (Form Number DFS-AI-26E rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form, visit https://www.myfloridacfo.com/division/aa/vendors/. The form also includes tools and information that allow you to check on payments.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Change Request with the Division on the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

   Payments shall be withheld if the Deliverables identified in Section 1 of this agreement are not satisfactorily completed.

9. **Grant Reporting Requirements.** The Grantee must submit a progress report every six (6) months until the project is completed. At the completion of the project, the Grantee must submit a Final Report. The Progress Reports and the Final Report must be submitted on the DOS Grants System at dosgrants.com.

10. **Matching Funds.** [Insert Match Requirements]

11. **Grant Completion Deadline.** The grant completion deadline is **[insert date]**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days unless the Grantee can demonstrate extenuating circumstances as described in Section 12 of this Agreement.

12. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee and prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services, which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

13. **Credit Line(s) to Acknowledge Grant Funding**. Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance:

    a) "This project is sponsored in part by the Department of State's Division of Library and Information Services and the State of Florida."

    b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project identification signs are not allowable project costs.

14. **Project Expenditures.** The Grantee agrees to expend all project (grant and matching) funds received under this agreement solely for the purposes for which they were authorized and appropriated. Grant and matching expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the *Department of Financial Services' Reference Guide for State Expenditures*, incorporated by reference (as of October 2022), which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

    In addition, the following are not allowed as grant or matching expenditures:

    a) In-kind services.

    b) Routine maintenance costs of project signs.

15. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement

period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of state funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

16. **Repayment**. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: [name], Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

17. **Operation and Use of Facility.** A facility that will be constructed, remodeled or expanded using state grant funds must be maintained as a public library and provide free library service for a period of 20 years. Failure to maintain the facility exclusively as a public library or to provide free library service for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout. If the facility is not maintained as a public library or free library service has not been provided for the 20-year period and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:

    a) For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year – 95% of the grant funds, 5 years – 75% of the grant funds, 10 years – 50% of the grant funds, etc.

    b) If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

    Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

18. **Historic Preservation Review**. If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Sections 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation (Bureau), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 4 of this Agreement.

19. **Single Audit Act.** Each Grantee, other than a Grantee that is a state agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes,* within nine months of the close of its fiscal year. Audits must be submitted in the DOS Grants System at dosgrants.com.

20. **Retention of Grant Records**. Financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) fiscal years after the end of the unconditional use requirement. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained until five (5) fiscal years after the litigation, audit or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies or other applicable law, or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division shall be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

24. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant and matching funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of grant and matching funds.

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system

accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number.

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets.

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

25. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement shall be automatically terminated, and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

26. **Lobbying.** The Grantee will not use any project (grant or matching) funds for lobbying the state legislature, the state judicial branch or any state agency.

27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

29. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

    a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

    b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

    c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

    d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 23, Noncompliance.

31. **Prohibition of Expenditures to a Library Association.** Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, *Florida Statutes*. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

32. **Total Compensation Paid to Non-Profit Personnel.** Per Section 216.1366, *Florida Statutes*, all non-profit organizations as defined in Section 215.97(2)(m), *Florida Statutes*, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a. Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

The grantee shall post their reports on their website, and the public agency shall make the reports available to the public on the internet.

33. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all its subcontracts for services under this Agreement.

34. **Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

35. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division shall terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

36. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

37. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a

transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes,* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

38. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.055 and Section 287.057, *Florida Statutes*.

    a) **Procurement of Goods and Services Not Exceeding $35,000.** The Grantee must use the applicable procurement method described below:

        1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

        2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

    b) **Procurement of Goods and Services Exceeding $35,000.** Goods and services costing over $35,000 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

39. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes,* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

40. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

41. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

42. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

43. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes,* and the *Americans with Disabilities Act of 1990* (ada.gov (as of April 2019)), incorporated by reference.

44. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement shall be in Leon County, Florida.

45. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement
    b) Estimated Project Budget (Attachment A)
    c) Florida Single Audit Act Requirements (Attachment B)
    d) Schedule of Contract Values (Appendix I)

In acknowledgment of Project Number [project number], provided for from funds appropriated in the FY [insert years] General Appropriation Act in the amount of $[award], the Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State:**
By: _____	By: _____
Authorized Official for the Grantee	
_____	[insert name and title]
Typed name and title	
_____	_____
Date	Date
_____	_____
Witness	Witness
_____	_____
Date	Date

ATTACHMENT A

Estimated Project Budget

[Insert estimated project budget]

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* §200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* §200.425, 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 State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff 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 nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70 as revised.

i. In the event that the recipient expends $750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* §200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 *CFR* §200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* §200.514, as revised, will meet the requirement of this part.

ii. 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 2 *CFR* §200.508.

iii. If the recipient expends less than $750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 *CFR* §200.501 is not required. In the event that the recipient expends less than $750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to

have an audit conducted in accordance with the provisions of 2 *CFR* §200.501, 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). (d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 *CFR* §200.503. Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), 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 Executive Office of the Governor and the Chief Financial Officer; 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 State 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 State, 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) (d), *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 $750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), 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 $750,000 in state financial assistance in its fiscal year ending after June 30, 2016 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 nonstate 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement 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 State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A 500
South Bronough Street Tallahassee,
FL 32399-0250

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

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

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

A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, FL 32399-0250

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State 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 IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

APPENDIX I

Schedule of Contract Values

(This form must be completed by the Contractor for the Project.)

PROJECT NAME:
PROJECT #:
CONTRACTOR:

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PERCENT COMPLETE TO DATE:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	**DESCRIPTION OF WORK** *(Fill in & break down contract values)*	**SCHEDULED VALUE**	**WORK COMPLETED** **FROM PREVIOUS APPLICATION** (D + E)	**THIS PERIOD**	**MATERIALS PRESENTLY STORED** (NOT IN D OR E)	**TOTAL COMPLETED AND STORED TO DATE** (D+E+F)	**%** (G ÷ C)	**BALANCE TO FINISH** (C - G)	**RETAINAGE** (IF VARIABLE RATE)
	(Add any change order(s) descriptions)								
	GRAND TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$0.00**	**$0.00**

Contract Manager: Minimum performance requirements successfully completed and approved by: _____ Date: ___/___/___

FORM DBPR ABT – 6003
APPLICATION FOR TEMPORARY PERMIT OR SPECIAL SALES LICENSE
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO

FORM DBPR ABT – 6003 IS REQUIRED TO:

- Apply for a temporary permit, not exceeding three days, to sell alcoholic beverages for consumption on premises only; or
- Apply for a special sales license, not exceeding three days, for the package sale only of alcoholic beverages.

FORM DBPR ABT – 6003 CHECKLIST

TRANSACTION	APPLICATION REQUIREMENTS
TEMPORARY PERMIT	☐ **APPLICATION FORM DBPR ABT – 6003** ☐ Complete Sections 1-6. ☐ Obtain Notarization for Applicant Affidavit in Section 6. ☐ Determine if Section 8 applies to the location of the event and obtain attestation of permanent licensee if applicable. ☐ **APPROVALS BY OTHER STATE OR LOCAL AGENCIES** ☐ Section 3 - Sales Tax Certification Obtain approval from the local area office of the Florida Department of Revenue. ☐ Section 4 – Zoning Approval Obtain approval from the city or county zoning authority governing the location of the event. ☐ **APPLICATION FEE** ☐ $25.00 Payable To: Div. of Alcoholic Beverages and Tobacco ☐ **FILE APPLICATION FORM DBPR ABT - 6003** ☐ Submit the original, completed application with the required approvals and the application fee at least seven (7) days prior to the first date of the planned event.
SPECIAL SALES LICENSE	☐ **APPLICATION FORM DBPR ABT – 6003** ☐ Complete Sections 1-3 and 7. ☐ Obtain Notarization for Applicant Affidavit in Section 7. ☐ ☐ **APPROVALS BY OTHER STATE OR LOCAL AGENCIES** ☐ Section 3 - Sales Tax Certification Obtain approval from the local area office of the Florida Department of Revenue. ☐ **APPLICATION FEE** ☐ $25.00 Payable To: Div. of Alcoholic Beverages and Tobacco ☐ **FILE APPLICATION FORM DBPR ABT - 6003** Submit the original, completed application with the required approvals and the application fee at least seven (7) days prior to the first date of the planned event.

GENERAL INSTRUCTIONS

TO PREPARE FORM DBPR ABT – 6003:
All fields must be completed. If a question on the form is not applicable, insert "N/A." The form must be signed by the applicant prior to filing the application with the Division.

TO SUBMIT FORM DBPR ABT – 6003:
The completed, original application must be submitted, by mail or hand delivery, to a Division District Office serving the location of the licensed premise address at least seven days prior to the first day of the planned event to ensure the permit is issued by the requested event date. District Office contact information is available at:
http://www.myfloridalicense.com/DBPR/alcoholic-beverages-and-tobacco/.

LAWS AND REGULATIONS RELATED TO THE TEMPORARY PERMIT

Florida Law for Temporary Permits
Pursuant to section 561.422, Florida Statutes, upon the filing of an application and payment of a fee of $25 per permit, the division may issue a permit authorizing a bona-fide nonprofit civic organization, charitable organization, municipality, or county to sell alcoholic beverages for consumption only on premises for a period not to exceed 3 days, subject to any state law or municipal or county ordinance regulating the time for selling such beverages. Any such civic organization, charitable organization, municipality or county may be issued up to twelve temporary permits per calendar year, except in those counties or cities with special acts governing the number of permits allowed annually. Information regarding the cities and counties with applicable special acts can be found at:
http://www.myfloridalicense.com/DBPR/alcoholic-beverages-and-tobacco/.

Purchases of Alcoholic Beverages and Related Records
The permitted bona-fide nonprofit civic organization, charitable organization, municipality, or county may purchase alcoholic beverages from a distributor or vendor licensed under the beverage law. All records of alcoholic beverage purchases and sales must be retained for examination upon request of the Division of Alcoholic Beverages and Tobacco.

Sales of Alcoholic Beverages and Related Revenue
All alcoholic beverage sales transacted under the authority of the permit must be made by responsible members of the permitted organization, only during the permitted time frame, and only at the permitted location. All net profits from sales of alcoholic beverages collected during the permit period must be retained by the permitted nonprofit civic organization or charitable organization. When a temporary permit is issued to a municipality or county, all net profits derived from sales of alcoholic beverages during the permit period must be donated to a nonprofit civic or charitable organization within 90 days after the event.

Changes to the Permitted Event Date(s) or Event Venue
If, before the first day of the event date, the permitted event is rescheduled for reasons outside the control of event organizers, the applicant organization must notify the Division within 14 days of the cancellation to be eligible for reissuance of the temporary permit on the rescheduled date(s) at no additional application fee.

If the permitted venue becomes unavailable and a new venue is chosen, the city or county zoning authority serving the new event venue must complete a new Section 4 of this application confirming zoning approval.

ADDITIONAL INSTRUCTIONS FOR TEMPORARY PERMIT APPLICATION SECTIONS	
SECTION	**ADDITIONAL INSTRUCTIONS**
Section 1: Applicant Information	**Registration of Legal Entity or Proof of Nonprofit Status** All corporations, domestic or foreign, and limited liability companies seeking a permit are required to be registered with the Florida Secretary of State, Division of Corporations, as an active nonprofit. Organizations which are not incorporated must submit one of the following: a letter outlining the purpose and the goals of the event and who will benefit from the event's profits; the organization's national, state, or local charter; the organization's by-laws, 501(c)3 registration, or minutes of meeting. The application will be considered incomplete without this active registration and proof of nonprofit status. For further information, contact the Department of State at (850) 488-9000 or www.sunbiz.org.
Section 3: Sales Tax Certification	**Sales Tax Certification** Section 3 must be completed by the Florida Department of Revenue confirming that the applicant has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due. Applications must be submitted within 90 days of DOR approval. The address and other contact information for Department of Revenue area offices can be found at: http://dor.myflorida.com/dor/taxes/servicecenters.html.
Section 4: Local Zoning Approval	**Local Zoning Approval** Section 4 applies only to applications for a temporary permit, not exceeding three days, to sell alcoholic beverages for consumption on premises only. The city or county zoning authority serving the area where the event or special sale will be held must complete this section confirming zoning approval. Applications must be submitted within 180 days of receiving zoning approval. The address and other contact information for area zoning offices can be found at: http://www.myfloridalicense.com/DBPR/alcoholic-beverages-and-tobacco/.
Section 5: Description Of Premises of Temporary Event	**Description Of Premises of Temporary Event (Premises Sketch)** Section 5 requires a complete sketch of the premises, drawn in ink or computer generated (letter size), detailing all permanent walls, doors, windows, counters, and labeling each room and area. Any outside areas where alcoholic beverages will be sold, consumed, or served must also be included in the sketch. Due to the difficulty of scanning, no blueprints will be accepted. When the event will be held at a location currently licensed for the sale of alcoholic beverages, a sketch of the entire premises must be submitted. If the event will not make use of the entire licensed premises, the sketch must identify the separate room or enclosure area of the licensed premises where the event will be held. In such circumstances, the attestation in Section 8 of this application must be signed by the current, permanent licensee and must be submitted by the nonprofit civic organization, charitable organization, municipality or county as part of its completed application.
Section 6: Affidavit of Applicant for Temporary Permit	**Affidavit of Applicant for Temporary Permit** Section 6, the affidavit of applicant for temporary permit, must be read and signed by an officer of the applicant organization in the presence of a notary, with the notary's seal affixed.
Section 8: Attestation By Permanent License Holder	**Attestation By Permanent Licensee For Use Of Licensed Premises As A Permitted Temporary Event** When the event will be held at a location currently licensed for the sale of alcoholic beverages, the attestation in Section 8 of this application must be signed by the current, permanent licensee and must be submitted by the nonprofit civic organization, charitable organization, municipality or county as part of the completed application.

LAWS AND REGULATIONS RELATED TO THE SPECIAL SALES LICENSE

Florida Law for Special Sales Licenses
Pursuant to section 561.20(12)(a), Florida Statutes, upon the filing of an application and payment of a fee of $25 per license, the division may issue a license authorizing the sale of alcoholic beverages in sealed containers only, for a period not to exceed 3 days. This license is issued only for the purpose of authorizing: a sale pursuant to levy and execution; a sale by an insurance company in possession of alcoholic beverages; a bankruptcy sale; a sale resulting from a license suspension or revocation; a sale of damaged goods by a common carrier; a sale by a bona fide wine collector; or a sale pursuant to Part V of Chapter 679, Florida Statutes.

ADDITIONAL INSTRUCTIONS FOR SPECIAL SALES LICENSE APPLICATION SECTIONS

SECTION	ADDITIONAL INSTRUCTIONS
Section 1: Applicant Information	**Registration of Legal Entity** All corporations, domestic or foreign, general partnerships, limited liability companies, limited liability partnerships, and limited partnerships seeking a license are required to be registered with the Florida Department of State, Division of Corporations. The application will be considered incomplete without this active registration. For further information, contact the Department of State at (850) 488-9000 or www.sunbiz.org.
Section 3: Sales Tax Certification	**Sales Tax Certification** Section 3 must be completed by the Florida Department of Revenue confirming that the applicant has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due. Applications must be submitted within 90 days of DOR approval. The address and other contact information for Department of Revenue area offices can be found at: http://dor.myflorida.com/dor/taxes/servicecenters.html.
Section 7: Affidavit of Applicant for Special Sales License	**Affidavit of Applicant for Special Sales License** Section 7, affidavit of applicant for special sales license, must be read and signed by the individual applicant, every partner of a general partnership, every general partner of a limited partnership, a managing member, manager, or officer of a limited liability company, a managing member, manager, or officer of a limited liability partnership, or an officer of a corporate applicant, in the presence of a notary, with the notary's seal affixed.

TYPE OF APPLICATION	
☐ **Temporary Permit**	☐ **Special Sales License**

SECTION 1A: APPLICANT INFORMATION

Full Name of Applicant(s)
The permit will be issued in the name of the applicant as provided on the application.

Applicant Mailing Address

City	County	State	Zip Code
		FL	

Applicant Telephone Number	Applicant E-mail Address

Corporation or Other Legal Entity
If the applicant is a corporation or other legal entity, enter the name and the document number related to the legal entity as registered with the Florida Department of State Division of Corporations.

FEIN Number	Florida Department of State Document Number

SECTION 1B (OPTIONAL): DESIGNATED CONTACT

A contact person must be designated below if the applicant prefers to designate a person other than the applicant to receive and reply to Division communications regarding this application. The designated contact person will be permitted to make changes to the application paperwork on behalf of the applicant, and the Division will communicate directly with the contact person regarding the application. The applicant will **not** be copied on communications from the Division to the designated contact. It is the responsibility of the applicant to inform the Division if there is a change of designated contact and/or to the contact information of the designated contact.

Full Name of Designated Contact

Designated Contact Mailing Address

City	County	State	Zip Code
		FL	

Designated Contact E-mail Address	Designated Contact Telephone Number Ext.

SECTION 2: DATES AND LOCATION FOR PERMIT OR LICENSE

Dates of Active Use for Temporary Permit or Special Sales License
Provide the date(s) of the event or sale when the permit or license will be effective. The dates provided may not exceed three days.

Day 1	Day 2	Day 3

Address for Physical Location of Temporary Event or Special Sales Event

City	County	State	Zip Code
		FL	

Is the event location currently licensed for sales of alcoholic beverages under a permanent license issued by the Division? Yes ☐ No ☐ If yes, obtain attestation of permanent license holder in Section 8.

SECTION 3: SALES TAX CERTIFICATION
TO BE COMPLETED BY THE FLORIDA DEPARTMENT OF REVENUE

Full Name of Applicant(s)

Florida Department of Revenue Verification of Registration
The named applicant(s) for a temporary permit or special sales license has complied with Florida Statutes concerning registration for Sales and Use Tax and has paid or agreed to pay any applicable taxes due.

Authorized Agency Signature _____

Printed Name _____

Title _____

Date _____

SECTION 4: LOCAL ZONING APPROVAL

TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE TEMPORARY EVENT LOCATION

Location of Temporary Event

Street Address

City	County	State	Zip Code
		FL	

Local Zoning Approval

The location of the temporary event complies with local ordinances for the temporary sale of alcoholic beverages based on the information supplied by the applicant in this application.

Authorized Agency Signature _____

Printed Name _____

Title _____

Date _____

SECTION 5: DESCRIPTION OF PREMISES OF TEMPORARY EVENT

Full Name of Applicant(s)

Name or Title of Temporary Event

Neatly draw a floor plan of the premises in ink, including: sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, points of sale of alcoholic beverages, storage areas, restrooms, bar locations, and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.

SECTION 6: AFFIDAVIT OF APPLICANT FOR TEMPORARY PERMIT
NOTARIZATION REQUIRED

Full Name of Applicant(s)

"The applicant requesting the permit in the above and foregoing application is a nonprofit civic organization, charitable organization, municipality or county, and the permit, if used, will be used only by the applicant organization on the date(s) requested and at the location stated. By acceptance of this permit, the applicant agrees that, as a nonprofit or civic organization, all net profits from sales of alcoholic beverages during the permitted period will be retained by it, or, as a municipality or county, all net profits from sales of alcoholic beverages during the permit period will be donated to a nonprofit civic or charitable organization within 90 days after the permitted event. As a municipality or county, the applicant attempted to solicit a qualified nonprofit civic or charitable organization to conduct such sales for the permitted event but has been unable to find such a qualifying nonprofit civic or charitable organization in a reasonable and practicable manner and timeframe. The applicant organization has not received more than twelve (12) permits within the calendar year, unless otherwise authorized by law, and the applicant agrees that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

_____
Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

(_____) Personally Known
(_____) Produced Identification
Type of Identification Produced _____

_____
Signature of Notary Public – State of Florida

_____
Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL) Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

SECTION 7: AFFIDAVIT OF APPLICANT FOR SPECIAL SALES LICENSE
NOTARIZATION REQUIRED

Full Name of Applicant(s)

"As the applicant requesting the special sales license in the above and foregoing application, I understand that this license allows package sales in sealed containers for a period of up to three days, and does not permit the sale of alcoholic beverages for consumption on the premises. I agree that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

_____
Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

(_____) Personally Known
(_____) Produced Identification
Type of Identification Produced _____

_____
Signature of Notary Public – State of Florida

_____
Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL)

Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

SECTION 8: ATTESTATION BY PERMANENT LICENSE HOLDER FOR USE OF LICENSED PREMISES AS A PERMITTED TEMPORARY EVENT

An attestation is to be obtained from the current, permanent alcoholic beverage license holder when the temporary event of the applicant nonprofit civic organization, charitable organization, municipality, or county is hosted at a location that is permanently licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

NOTE: The attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the Division may sign) and must be submitted by the nonprofit civic organization, charitable organization, municipality, or county as part of the application for the Temporary Permit.

Full Name of Permanent License Holder at Temporary Event Location	
Business Name (D/B/A)	
License Number	Series of Permanent License Series Type:
Contact Person for Permanent License Holder	Contact Person Telephone Number **Ext.**
Contact Person E-mail Address	
Name of Applicant for Temporary Permit	

Date(s) of Temporary Event		
Day 1	Day 2	Day 3

A temporary permit is being requested for an event to be held on your licensed premises. During the permitted dates and times of the event, no sales or service of alcoholic beverages may be made under your permanent alcoholic beverage license in the area identified for use by the temporary permit applicant in Section 5 of this application. Failure to comply may result in administrative charges being filed against your license.

_____ Date _____

Signature of Permanent License Holder at Temporary Event Location

_____

Printed Name of Permanent License Holder at Temporary Event Location

FORM DBPR ABT – 6003
APPLICATION FOR TEMPORARY PERMIT OR SPECIAL SALES LICENSE
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO

FORM DBPR ABT – 6003 IS REQUIRED TO:

- Apply for a temporary permit, not exceeding three days, to sell alcoholic beverages for consumption on premises only; or
- Apply for a special sales license, not exceeding three days, for the package sale only of alcoholic beverages.

FORM DBPR ABT – 6003 CHECKLIST

TRANSACTION	APPLICATION REQUIREMENTS
TEMPORARY PERMIT	☐ **APPLICATION FORM DBPR ABT – 6003** ☐ Complete Sections 1-6. ☐ Obtain Notarization for Applicant Affidavit in Section 6. ☐ Determine if Section 8 applies to the location of the event and obtain attestation of permanent licensee if applicable. ☐ **APPROVALS BY OTHER STATE OR LOCAL AGENCIES** ☐ Section 3 - Sales Tax Certification Obtain approval from the local area office of the Florida Department of Revenue. ☐ Section 4 – Zoning Approval Obtain approval from the city or county zoning authority governing the location of the event. ☐ **APPLICATION FEE** ☐ $25.00 Payable To: Div. of Alcoholic Beverages and Tobacco ☐ **FILE APPLICATION FORM DBPR ABT - 6003** ☐ Submit the original, completed application with the required approvals and the application fee at least seven (7) days prior to the first date of the planned event.
SPECIAL SALES LICENSE	☐ **APPLICATION FORM DBPR ABT – 6003** ☐ Complete Sections 1-3 and 7. ☐ Obtain Notarization for Applicant Affidavit in Section 7. ☐ ☐ **APPROVALS BY OTHER STATE OR LOCAL AGENCIES** ☐ Section 3 - Sales Tax Certification Obtain approval from the local area office of the Florida Department of Revenue. ☐ **APPLICATION FEE** ☐ $25.00 Payable To: Div. of Alcoholic Beverages and Tobacco ☐ **FILE APPLICATION FORM DBPR ABT - 6003** Submit the original, completed application with the required approvals and the application fee at least seven (7) days prior to the first date of the planned event.

GENERAL INSTRUCTIONS

TO PREPARE FORM DBPR ABT – 6003:
All fields must be completed. If a question on the form is not applicable, insert "N/A." The form must be signed by the applicant prior to filing the application with the Division.

TO SUBMIT FORM DBPR ABT – 6003:
The completed, original application must be submitted, by mail or hand delivery, to a Division District Office serving the location of the licensed premise address at least seven days prior to the first day of the planned event to ensure the permit is issued by the requested event date. District Office contact information is available at:
http://www.myfloridalicense.com/DBPR/alcoholic-beverages-and-tobacco/.

LAWS AND REGULATIONS RELATED TO THE TEMPORARY PERMIT

Florida Law for Temporary Permits
Pursuant to section 561.422, Florida Statutes, upon the filing of an application and payment of a fee of $25 per permit, the division may issue a permit authorizing a bona-fide nonprofit civic organization, charitable organization, municipality, or county to sell alcoholic beverages for consumption only on premises for a period not to exceed 3 days, subject to any state law or municipal or county ordinance regulating the time for selling such beverages. Any such civic organization, charitable organization, municipality or county may be issued up to twelve temporary permits per calendar year, except in those counties or cities with special acts governing the number of permits allowed annually. Information regarding the cities and counties with applicable special acts can be found at:
http://www.myfloridalicense.com/DBPR/alcoholic-beverages-and-tobacco/.

Purchases of Alcoholic Beverages and Related Records
The permitted bona-fide nonprofit civic organization, charitable organization, municipality, or county may purchase alcoholic beverages from a distributor or vendor licensed under the beverage law. All records of alcoholic beverage purchases and sales must be retained for examination upon request of the Division of Alcoholic Beverages and Tobacco.

Sales of Alcoholic Beverages and Related Revenue
All alcoholic beverage sales transacted under the authority of the permit must be made by responsible members of the permitted organization, only during the permitted time frame, and only at the permitted location. All net profits from sales of alcoholic beverages collected during the permit period must be retained by the permitted nonprofit civic organization or charitable organization. When a temporary permit is issued to a municipality or county, all net profits derived from sales of alcoholic beverages during the permit period must be donated to a nonprofit civic or charitable organization within 90 days after the event.

Changes to the Permitted Event Date(s) or Event Venue
If, before the first day of the event date, the permitted event is rescheduled for reasons outside the control of event organizers, the applicant organization must notify the Division within 14 days of the cancellation to be eligible for reissuance of the temporary permit on the rescheduled date(s) at no additional application fee.

If the permitted venue becomes unavailable and a new venue is chosen, the city or county zoning authority serving the new event venue must complete a new Section 4 of this application confirming zoning approval.

ADDITIONAL INSTRUCTIONS FOR TEMPORARY PERMIT APPLICATION SECTIONS	
SECTION	**ADDITIONAL INSTRUCTIONS**
Section 1: Applicant Information	**Registration of Legal Entity or Proof of Nonprofit Status** All corporations, domestic or foreign, and limited liability companies seeking a permit are required to be registered with the Florida Secretary of State, Division of Corporations, as an active nonprofit. Organizations which are not incorporated must submit one of the following: a letter outlining the purpose and the goals of the event and who will benefit from the event's profits; the organization's national, state, or local charter; the organization's by-laws, 501(c)3 registration, or minutes of meeting. The application will be considered incomplete without this active registration and proof of nonprofit status. For further information, contact the Department of State at (850) 488-9000 or www.sunbiz.org.
Section 3: Sales Tax Certification	**Sales Tax Certification** Section 3 must be completed by the Florida Department of Revenue confirming that the applicant has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due. Applications must be submitted within 90 days of DOR approval. The address and other contact information for Department of Revenue area offices can be found at: http://dor.myflorida.com/dor/taxes/servicecenters.html.
Section 4: Local Zoning Approval	**Local Zoning Approval** Section 4 applies only to applications for a temporary permit, not exceeding three days, to sell alcoholic beverages for consumption on premises only. The city or county zoning authority serving the area where the event or special sale will be held must complete this section confirming zoning approval. Applications must be submitted within 180 days of receiving zoning approval. The address and other contact information for area zoning offices can be found at: http://www.myfloridalicense.com/DBPR/alcoholic-beverages-and-tobacco/.
Section 5: Description Of Premises of Temporary Event	**Description Of Premises of Temporary Event (Premises Sketch)** Section 5 requires a complete sketch of the premises, drawn in ink or computer generated (letter size), detailing all permanent walls, doors, windows, counters, and labeling each room and area. Any outside areas where alcoholic beverages will be sold, consumed, or served must also be included in the sketch. Due to the difficulty of scanning, no blueprints will be accepted. When the event will be held at a location currently licensed for the sale of alcoholic beverages, a sketch of the entire premises must be submitted. If the event will not make use of the entire licensed premises, the sketch must identify the separate room or enclosure area of the licensed premises where the event will be held. In such circumstances, the attestation in Section 8 of this application must be signed by the current, permanent licensee and must be submitted by the nonprofit civic organization, charitable organization, municipality or county as part of its completed application.
Section 6: Affidavit of Applicant for Temporary Permit	**Affidavit of Applicant for Temporary Permit** Section 6, the affidavit of applicant for temporary permit, must be read and signed by an officer of the applicant organization in the presence of a notary, with the notary's seal affixed.
Section 8: Attestation By Permanent License Holder	**Attestation By Permanent Licensee For Use Of Licensed Premises As A Permitted Temporary Event** When the event will be held at a location currently licensed for the sale of alcoholic beverages, the attestation in Section 8 of this application must be signed by the current, permanent licensee and must be submitted by the nonprofit civic organization, charitable organization, municipality or county as part of the completed application.

LAWS AND REGULATIONS RELATED TO THE SPECIAL SALES LICENSE

Florida Law for Special Sales Licenses

Pursuant to section 561.20(12)(a), Florida Statutes, upon the filing of an application and payment of a fee of $25 per license, the division may issue a license authorizing the sale of alcoholic beverages in sealed containers only, for a period not to exceed 3 days. This license is issued only for the purpose of authorizing: a sale pursuant to levy and execution; a sale by an insurance company in possession of alcoholic beverages; a bankruptcy sale; a sale resulting from a license suspension or revocation; a sale of damaged goods by a common carrier; a sale by a bona fide wine collector; or a sale pursuant to Part V of Chapter 679, Florida Statutes.

ADDITIONAL INSTRUCTIONS FOR SPECIAL SALES LICENSE APPLICATION SECTIONS

SECTION	ADDITIONAL INSTRUCTIONS
Section 1: Applicant Information	**Registration of Legal Entity** All corporations, domestic or foreign, general partnerships, limited liability companies, limited liability partnerships, and limited partnerships seeking a license are required to be registered with the Florida Department of State, Division of Corporations. The application will be considered incomplete without this active registration. For further information, contact the Department of State at (850) 488-9000 or www.sunbiz.org.
Section 3: Sales Tax Certification	**Sales Tax Certification** Section 3 must be completed by the Florida Department of Revenue confirming that the applicant has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due. Applications must be submitted within 90 days of DOR approval. The address and other contact information for Department of Revenue area offices can be found at: http://dor.myflorida.com/dor/taxes/servicecenters.html.
Section 7: Affidavit of Applicant for Special Sales License	**Affidavit of Applicant for Special Sales License** Section 7, affidavit of applicant for special sales license, must be read and signed by the individual applicant, every partner of a general partnership, every general partner of a limited partnership, a managing member, manager, or officer of a limited liability company, a managing member, manager, or officer of a limited liability partnership, or an officer of a corporate applicant, in the presence of a notary, with the notary's seal affixed.

TYPE OF APPLICATION	
☐ **Temporary Permit**	☐ **Special Sales License**

SECTION 1A: APPLICANT INFORMATION

Full Name of Applicant(s)
The permit will be issued in the name of the applicant as provided on the application.

Applicant Mailing Address

City	County	State	Zip Code
		FL	

Applicant Telephone Number	Applicant E-mail Address

Corporation or Other Legal Entity
If the applicant is a corporation or other legal entity, enter the name and the document number related to the legal entity as registered with the Florida Department of State Division of Corporations.

FEIN Number	Florida Department of State Document Number

SECTION 1B (OPTIONAL): DESIGNATED CONTACT

A contact person must be designated below if the applicant prefers to designate a person other than the applicant to receive and reply to Division communications regarding this application. The designated contact person will be permitted to make changes to the application paperwork on behalf of the applicant, and the Division will communicate directly with the contact person regarding the application. The applicant will **not** be copied on communications from the Division to the designated contact. It is the responsibility of the applicant to inform the Division if there is a change of designated contact and/or to the contact information of the designated contact.

Full Name of Designated Contact

Designated Contact Mailing Address

City	County	State	Zip Code
		FL	

Designated Contact E-mail Address	Designated Contact Telephone Number Ext.

SECTION 2: DATES AND LOCATION FOR PERMIT OR LICENSE

Dates of Active Use for Temporary Permit or Special Sales License
Provide the date(s) of the event or sale when the permit or license will be effective. The dates provided may not exceed three days.

Day 1	Day 2	Day 3

Address for Physical Location of Temporary Event or Special Sales Event

City	County	State	Zip Code
		FL	

Is the event location currently licensed for sales of alcoholic beverages under a permanent license issued by the Division? Yes ☐ No ☐ If yes, obtain attestation of permanent license holder in Section 8.

SECTION 3: SALES TAX CERTIFICATION
TO BE COMPLETED BY THE FLORIDA DEPARTMENT OF REVENUE

Full Name of Applicant(s)

Florida Department of Revenue Verification of Registration
The named applicant(s) for a temporary permit or special sales license has complied with Florida Statutes concerning registration for Sales and Use Tax and has paid or agreed to pay any applicable taxes due.

Authorized Agency Signature _____

Printed Name _____

Title _____

Date _____

SECTION 4: LOCAL ZONING APPROVAL

TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE TEMPORARY EVENT LOCATION

Location of Temporary Event

Street Address

City	County	State	Zip Code
		FL	

Local Zoning Approval

The location of the temporary event complies with local ordinances for the temporary sale of alcoholic beverages based on the information supplied by the applicant in this application.

Authorized Agency Signature _____

Printed Name _____

Title _____

Date _____

SECTION 5: DESCRIPTION OF PREMISES OF TEMPORARY EVENT

Full Name of Applicant(s)

Name or Title of Temporary Event

Neatly draw a floor plan of the premises in ink, including: sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, points of sale of alcoholic beverages, storage areas, restrooms, bar locations, and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.

SECTION 6: AFFIDAVIT OF APPLICANT FOR TEMPORARY PERMIT
NOTARIZATION REQUIRED

Full Name of Applicant(s)

"The applicant requesting the permit in the above and foregoing application is a nonprofit civic organization, charitable organization, municipality or county, and the permit, if used, will be used only by the applicant organization on the date(s) requested and at the location stated. By acceptance of this permit, the applicant agrees that, as a nonprofit or civic organization, all net profits from sales of alcoholic beverages during the permitted period will be retained by it, or, as a municipality or county, all net profits from sales of alcoholic beverages during the permit period will be donated to a nonprofit civic or charitable organization within 90 days after the permitted event. As a municipality or county, the applicant attempted to solicit a qualified nonprofit civic or charitable organization to conduct such sales for the permitted event but has been unable to find such a qualifying nonprofit civic or charitable organization in a reasonable and practicable manner and timeframe. The applicant organization has not received more than twelve (12) permits within the calendar year, unless otherwise authorized by law, and the applicant agrees that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

_____
Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

(_____) Personally Known
(_____) Produced Identification
Type of Identification Produced _____

_____
Signature of Notary Public – State of Florida

_____
Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL) Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

SECTION 7: AFFIDAVIT OF APPLICANT FOR SPECIAL SALES LICENSE
NOTARIZATION REQUIRED

Full Name of Applicant(s)

"As the applicant requesting the special sales license in the above and foregoing application, I understand that this license allows package sales in sealed containers for a period of up to three days, and does not permit the sale of alcoholic beverages for consumption on the premises. I agree that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

_____
Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

(_____) Personally Known
(_____) Produced Identification
Type of Identification Produced _____

_____
Signature of Notary Public – State of Florida

_____
Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL)

Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

SECTION 8: ATTESTATION BY PERMANENT LICENSE HOLDER FOR USE OF LICENSED PREMISES AS A PERMITTED TEMPORARY EVENT

An attestation is to be obtained from the current, permanent alcoholic beverage license holder when the temporary event of the applicant nonprofit civic organization, charitable organization, municipality, or county is hosted at a location that is permanently licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

NOTE: The attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the Division may sign) and must be submitted by the nonprofit civic organization, charitable organization, municipality, or county as part of the application for the Temporary Permit.

Full Name of Permanent License Holder at Temporary Event Location	
Business Name (D/B/A)	
License Number	Series of Permanent License Series Type:
Contact Person for Permanent License Holder	Contact Person Telephone Number **Ext.**
Contact Person E-mail Address	
Name of Applicant for Temporary Permit	

Date(s) of Temporary Event

Day 1	Day 2	Day 3

A temporary permit is being requested for an event to be held on your licensed premises. During the permitted dates and times of the event, no sales or service of alcoholic beverages may be made under your permanent alcoholic beverage license in the area identified for use by the temporary permit applicant in Section 5 of this application. Failure to comply may result in administrative charges being filed against your license.

_____ Date _____

Signature of Permanent License Holder at Temporary Event Location

_____

Printed Name of Permanent License Holder at Temporary Event Location

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE DIVISION OF LIBRARY AND INFORMATION SERVICES OF THE FLORIDA DEPARTMENT OF STATE PUBLIC LIBRARY CONSTRUCTION GRANT TO CONSTRUCT, EXPAND, OR REMODEL; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach (the "City") seeks to execute a project to improve the Lafe Allen Memorial Public Library (the "Library Remodeling Project"); and

WHEREAS, the Library Remodeling Project will include, among other improvements, a remodeling of bathroom facilities to ensure ADA compliance, installation of a generator, and an expansion of the children's room/multipurpose area; and

WHEREAS, the Division of Library and Information Services of the Florida Department of State Grant (the "Grant") provides dollar-for-dollar matching grants, which the City requires to fund the Library Remodeling Project; and

WHEREAS, the approximate budgeted cost of the Library Remodeling Project is one million dollars ($1,000,000) and, as such, the City would need to expend five hundred thousand dollars ($500,000) to obtain matching Grant monies necessary to fully fund the Library Remodeling Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution.

Section 2. The City Commission hereby authorizes the City Manager to apply to the the Grant in the amount of $500,000.00, on behalf of the City, representing fifty percent (50%) of the total project cost of the Library Remodeling Project.

Section 3. The City Commission hereby authorizes the City Manager to earmark five hundred thousand dollars ($500,000), representing the contribution necessary from the City to qualify for a Grant sufficient to fund the Library Remodeling Project.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP.

By:_____
JOSEPH S. GELLER
CITY ATTORNEYS

Consent Agenda
9.25.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Marline Monestime, Interim Assistant City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-132 Approving the North Miami Beach Community Redevelopment Agency Fiscal Year 2025-26 Budget (Adam Old, Community Redevelopment Agency Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- FY 25-26 Budget

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2025-26 BUDGET; AUTHORIZING THE CITY CLERK OR DESIGNEE TO TRANSMIT THE BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2025-26 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Agreement (the "Agreement") by and among the North Miami Beach Community Redevelopment Agency (the "CRA"), the City of North Miami Beach (the "City"), and Miami-Dade County (the "County") requires, among other things, the CRA to annually adopt and transmit a budget and annual report to the City and County for review and approval by the City Commission and Board of County Commissioners ("BCC"), respectively; and

WHEREAS, the Agreement also requires that the annual budget for the CRA be adopted by the CRA and the City prior to review and approval by the BCC; and

WHEREAS, the Fiscal Year 2025-2026 Budget for the CRA is attached hereto as Exhibit "A" (the "CRA Fiscal Year 2025-2026 Budget"); and

WHEREAS, all the expenses included in the CRA Fiscal Year 2025-2026 Budget are in accordance with state law, interlocal agreements including the Agreement and the CRA Redevelopment Plan; and

WHEREAS, the Mayor and City Commission have considered the CRA Fiscal Year 2025-2026 Budget and find that it is in the best interest of the City to approve the CRA Fiscal Year 2025-2026 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. The above recitals are true and correct and incorporated into this Resolution.

Section 2. The CRA Fiscal Year 2025-2026 Budget attached hereto as Exhibit "A" is hereby approved and adopted.

Section 3. The City Clerk or designee is hereby authorized to transmit the CRA Fiscal Year 2025-2026 Budget to the County for its review and approval.

Section 4. The City Manager or designee is hereby authorized to take all action necessary to complete the approval process for the CRA Fiscal Year 2025-2026 Budget with the County.

Section 5. This Resolution shall take effect immediately upon its approval.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this _____ day of September, 2025.

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

(CITY SEAL)

_____
MICHAEL JOSEPH
MAYOR

APPROVED AS TO FORM, LANGUAGE
AND FOR EXECUTION

_____
GREENSPOON MARDER LLP
CITY ATTORNEY

SPONSORED BY: Administration

EXHIBIT “A”
CRA FISCAL YEAR 2025-2026 BUDGET

North Miami Beach CRA
Community Redevelopment Agency

CRA Board of Directors:

Board Chair	*Michael Joseph*
Board Vice-Chair	*Jay Chernoff*
Board Member	*McKenzie Fleurimond*
Board Member	*Daniela Jean*
Board Member	*Fortuna Smukler*
Board Member	*Phyllis Smith*
Board Member	*Lynn Su*

CRA Staff:

Executive Director	*Adam Old & Jason Walker, Florida Strategic Partners*
CRA Attorney	*Steven Zelkowitz, Taylor Dumas, LLP*
CRA Specialist	*Osline Pierre*
CRA Office Administrator	*Diana De La Cruz*

Fiscal Year 2025–2026 Budget

For the fiscal year starting on October 1, 2025 and ending on September 30, 2026

SERVICES, FUNCTIONS AND ACTIVITIES

In 2005, the City and County created the North Miami Beach Community Redevelopment Agency (CRA), a dependent special district governed by Florida Statute Chapter 163, Part III, Chapter 189, the CRA Redevelopment Plan, and the interlocal agreement between the CRA, City, and Miami-Dade County. The CRA's goals are to improve property values, eliminate and prevent the spread of blight, improve infrastructure, and reduce incidents of crime within the Redevelopment Area. The work program for the CRA is defined in the Community Redevelopment Plan (Plan) where comprehensive strategies were formulated to promote redevelopment and rehabilitation of the commercial and neighborhood areas. The Plan provides for a series of activities over the lifespan of the CRA that should be catalysts for the revitalization of the area into a more prosperous part of the City.

The Redevelopment Area consists of approximately 468 acres and contains commercial, institutional, recreational, mixed-use, and multi-family and single-family residential uses. The commercial-corridor-based boundaries, as well as the planned zoned intensity of the CRA means it receives substantial TIF revenues from the City. The CRA also captures the County's incremental TIF revenues this area for use within the CRA boundaries for use in redevelopment projects, as planned by the board.

Although the CRA Board governs the CRA, the City and County retain other CRA powers such as approval of the annual budget, amending the Redevelopment Plan, approval of long-term debt such as loans and bonds, and other powers, which was described in the 2005 Interlocal Agreement between the BCC, City, and CRA. The CRA is a dependent special district that may only take on projects and programs that have been previously approved in the Redevelopment Plan.

The latest amendment of the North Miami Beach CRA Redevelopment Plan was adopted by the BCC on March 7th, 2017 through Resolution R-213-17. Unless extended, the lifetime of the CRA will sunset on October 11th, 2028. The CRA Board has approved an Assessment of Need to begin the Extension process.

North Miami Beach CRA
Community Redevelopment Agency

FY 2026 PROJECTED REVENUES

Based on the Countywide Millage of:		*4.574*
$884,327,980	*- Preliminary 2025 taxable value of Tax Increment District*	
$235,289,177	*- Taxable value in Base Year – 2004*	
$649,038,803	*- Value of increment*	
$2,820,268	*- County Revenue*	
$(130,139)	*- decrease for 2023 adjustment*	
$2,690,129	*County Revenue payable to CRA by December 31, 2025*	
Based on the City Millage of:		*6.100*
$884,327,980	*- Preliminary 2025 taxable value of Tax Increment District*	
$235,289,177	*- Taxable value in Base Year – 2004*	
$649,038,803	*- Value of increment*	
$3,761,180	*City Revenue payable to CRA*	

$6,339,726	*TOTAL Estimated TIF Revenue payable to CRA*

NARRATIVE AND MEASUREMENTS

Grant Programs

In FY2025 the CRA continued its incentive granting in accordance with its Standard Operating Procedures and the City's procurement procedures. The CRA also amended and updated its mutual cooperation agreement with the City of North Miami Beach departments. The CRA will continue to provide financial resources to residential and commercial property owners through its revamped grant incentive programs.

- ***Business Assistance Grants***
  The CRA's Microgrant program addressing a number of business needs within the CRA. This grant provides a mixed package of assistance to property owner with a match, and encourages business owners to improve their commercial sites through exterior enhancements, public lighting, cameras, parking improvements and other minor upgrades elements like windows, doors, paint, and design elements.

- ***Façade Improvement Grants***
  The CRA will provide financial assistance to property and business owners to improve their commercial sites through exterior enhancements, covering elements like windows, doors, paint, and design elements.

- ***Strategic Improvement Program (SIP) Grants***
  The SIP program serves as a catalyst to stimulate private investment, reduce financial gaps in development projects, and support the growth of new economic generator activities within mixed-use environments. The program covers expenses for impact/building permit fees, site improvements, building improvements, and other brick and mortar tenant improvements.

- ***Wastewater Connection Grants***
  The program aims to improve older properties on septic by connecting them to the sewer system, thereby increasing property values, public health, and business expansion opportunities.

North Miami Beach CRA
Community Redevelopment Agency

Strategic Project Implementation

The CRA is in the process of implementing activities and projects as outlined in its adopted Strategic Finance Action Plan which identifies opportunities of investment and resources in the CRA's redevelopment area. These projects include:

- ***Snake Creek Promenade***
  – In the Concept Development stage of this project, including enhancements to parks on either side and multimodal path between.
- ***Hanford Boulevard improvements***
  – The CRA passed the Kit of Parts zoning ordinance, and two TIF Agreements with large developments on Hanford Blvd.
- ***Singer Building Improvements***
  – The CRA has invested in the Purchase of the Singer Building and is Investigating costs to improve the Singer Building renovate and redevelop the property.
- ***Library Art Plaza***
  – This project is in Concept Development for a community plaza space adjacent to the Library where unique art pieces will activate a connector to between the library and the Snake Creek Promenade.
- ***Tree Planting Program***
  – This is a new program to enhance the right of way in the CRA with Tree Plantings and other pedestrian enhancements.
- ***Multimodal improvements 163rd Street.***
  – a new Project to improve multimodal safety and traffic of 163rd Street. This is in the early design stages and will need coordination with Public Works and FDOT.
- ***Housing Affordability programs***
  – We are expecting to roll out several new programs this year to eliminate slum conditions and address housing affordability targeted to residents of the CRA in North Miami Beach.
- ***Corona Del Mar Septic to Sewer Phase II & III***
  – The CRA is working with NMB Water to finish the residential connections from Corona Del Mar Septic to Sewer Phase II, and has funded a third phase of the Corona Del Mar Septic to Sewer program at $1.45M dollars, to attach the entire 163rd Street businesses and shops to sewer and facilitate abandoning of septic tanks.

Performance Measurements	FY 2023	FY 2024	FY 2025	FY 2026 Projection
Housing Affordability Projects	0	3	0	2
Small Business Development Workshops	8	5	2	1
Business Grant Incentive Programs	4	3	3	4
Capital Improvement Projects	0	3	4	5
Annual TIF Revenue	$3,483,971	$ 5,140,139	$6,059,957	$6,339,726

North Miami Beach CRA
Community Redevelopment Agency

- ***TAX INCREMENT HISTORY***

The Taxing Authorities which are obligated to make annual deposits into the CRA Trust Fund include the City of North Miami Beach and Miami-Dade County. The following table provides a 5-year summary of tax increment revenue collections[1] for the CRA segmented by Taxing Authority.

- ***TAX INCREMENT REVENUE COLLECTIONS***

TAX ROLL YEAR	FISCAL YEAR	CITY OF NORTH MIAMI BEACH TIF	MIAMI-DADE COUNTY TIF	TOTAL TIF REVENUE	% CHANGE OVER PRIOR YEAR
2025	2026	$ 3,759,103	$ 2,555,623	$ 6,314,726	4.2%
2024	2025	$ 3,439,423	$ 2,489,507	$ 6,059,957	17.8%
2023	2024	$ 2,973,316	$ 2,166,821	$ 5,140,139	47.5%
2022	2023	1,936,184	1,547,787	3,483,971	10.2%

FY 2026 BUDGET NARRATIVE

Salaries and Related Costs

The CRA Board will retain two private firms to fill the positions of CRA Executive Director and CRA Attorney. The CRA Specialist position has been filled, focusing on community outreach, grants, and other aid. Salaries and Related Costs will total $350,482 in FY 2026.

Operating Expenses

Operating costs includes many of the costs to run the day-to-day business of the CRA other than Salaries. Conferences, Memberships, Advertising, Property Insurance Premiums, as well as Professional Services through which the CRA funds not only the Attorney and Executive Director positions, but also the outside consultants and services related to CRA Operating. Operational Costs will be funded at $1,899,581.

Security Enhancements

In an ongoing cooperation the CRA aims to proactively address crime as the City adds new residents and urbanizes, the CRA has passed a resolution approving a $300,000 Community Policing Program to improve policing within the Redevelopment.

Administrative Costs

The CRA receives assistance in carrying out its duties from the City and the County, and those costs are reimbursed to each taxing authority, based on interlocal cooperation agreements.

Interlocal Cooperation Agreement with City NMB	*$475,911*
County 1.5% Administrative Fee	*$ 44,000*

Capital Outlays

The CRA is focusing on a number of Capital Improvement Projects within its boundaries, including significant funding for the renovation and rehabilitation of the 1960s Singer Building where the CRA offices will be located, redesigns for several parks including the, Designing an update and improving the infrastructure of Snyder Tennis Center, and smaller projects that will enhance the quality of life and vibrancy of the CRA Area.

Singer Building - CRA Office Building Rehab	*$600,000*
Snake Creek Canal Design & Construction	*$1,500,000*
Library Art Plaza Design & Construction	*$200,000*
Taylor Park Phase I	*$250,000*
Tennis Center Enhancements Design	*$200,000*

[1] *Table represents budget forecast for fiscal year 2025 and actual tax increment revenue collections for all other years. These figures may differ from calculated tax increment revenues based on most recent reported taxable values (DR-420TIF) due to revenue adjustments to reflect fluctuations in prior-year taxable values (and associated tax increment revenues).*

North Miami Beach CRA
Community Redevelopment Agency

Grants and Aids

- ***Housing Affordability***

Categorized in Grants and Aids: following one recommendation from the 2015 Miami-Dade County Grand Jury Report that 10% of annual TIF revenues of each CRA of a certain size be set aside each year to for housing affordability, funds have been set aside to serve that pressing need. We have had several developers inquire about affordable housing projects in the Fulford Town Center area.

FY 2020 – FY 2025 Affordability 10%	*$2,299,958*
FY 2026 Housing Affordability 10%	*$634,395*

- ***Business and Residential Grants***

The CRA will continue serving the community and redeveloping the neighborhood with its business improvement grants. During the course of the year CRA anticipates bringing programmatic changes to each program to allow them to be even more effective and accessible to businesses within the CRA. In a bid to ensure maximum flexibility, this funding will be accessible to all incentive programs offered by the CRA. The CRA anticipates bringing a new grant including a Residential Improvement Grant. Anticipated allotments for each program are as follows:

Façade & Business Site Improvement Program	*$250,000*
Strategic Investment Program (SIP)	*$550,000*
Microgrant Program	*$100,000*
Wastewater Connection Grant Program	*$500,000*
Residential Grant (new)	*$200,000*

- ***TIF Incentive Development Agreements***

TIF Incentive Agreements exchange property tax increment generated from the construction of a new building, for community benefits from the developer. Several TIF Incentive Agreements between the CRA and different developers are signed, and more are being negotiated.

Lazul TIF Incentive	*$ 600,000*
Aura NMB TIF Incentive	*$0 (will get C.O. 2025)*
NMB Place TIF Incentive	*$0 (In permitting)*

Branding & Informational Programs

The CRA will strive to beautify and promote the CRA area to attract new businesses and residents and increase tax values within the area. Included is the Library Plaza, as well as funding to redo the CRA's website to be more user friendly and accessible.

Wayfinding & Signage	*$125,000*
Website Redesign	*$18,000*
CRA Marketing	*$25,000*

City of North Miami Beach

Community Redevelopment Agency

	FY22-23 Amended Budget	FY22-23 Estimated Actuals	FY23-24 Adopted Budget	FY23-24 Estimated Actuals	FY24-25 Adopted Budget	FY25-26 Proposed Budget	Redevelopment Plan Page #
Beginning Carry-Over Balance		$4,537,027		$4,794,353			
Revenues							
City Tax Increment Revenue	$ 1,936,184	$ 1,936,184	$ 2,973,316.00	$ 2,973,316	$ 3,439,423	$ 3,759,103	
County Tax Increment Revenue	$ 1,547,787.00	$ 1,547,787.00	$ 2,166,823.00	$ 2,166,823.00	$ 2,489,507.00	$ 2,555,623.00	
Carry-Over from prior year (cash & equiv.)	$ 4,537,027.00		$ 4,794,353.00		$ 6,081,053.00	$ 5,382,986.00	
Interest earnings	$ 40,000.00	$ 40,000.00	$ 45,000.00	$ 45,000.00	$ 75,000.00	$ 25,000.00	
Miscellaneous Revenues	-						
Revenue Total	**$ 8,060,998**	**$8,060,998**	**$ 9,979,492**	**$9,979,492**	**$ 12,084,983**	**$ 11,722,712**	
Expenditures							
Administrative Expenditures:							
Employee Salary and Fringe	$ 122,413	$ 136,665	$106,346	$ 104,219	$ 106,975	$ 117,283	14
Audits	5,000	3,500	$6,000	5,880	8,000	10,000	14
Advertising and notices	25,000	17,500	$25,000	24,500	25,000	18,000	14
Travel	20,000	14,000	$12,000	11,760	12,000	15,000	14
City Administrative Support	387,237	271,066	297,332	291,385	343,942	475,911	14
Other Administrative Expenditures	55,085	38,560	34,599	33,907	105,235	101,081	14
(A) Subtotal Administrative Expenditures	***$ 614,735***	***$ 481,290***	***$ 481,277***	***$ 471,651***	***$ 601,152***	***$ 737,275***	
County Administrative Charge at 1.5%	23,217	16,252	32,502	31,852	32,502	44,000	14
(B) Subtotal Administrative Expenditures	***$ 637,952***	***$ 497,542***	***$ 513,779***	***$ 503,503***	***$ 633,654***	***$ 781,275***	
Operating Expenditures:							
Employee salary and fringe	$ 367,246	$ 409,847	$ 206,897	$ 202,759	$ 215,851	$ 233,199	14
Contractual services	761,452	533,016	884,696	867,002	1,706,913	1,571,500	14
Printing and publishing	10,000	7,000	10,000	9,800	10,000	5,000	14
Promotional Activities	300,000	208,219	50,000	49,000	50,000	25,000	26
Rental & Leases	-	-	-	-	-	-	
Commercial Improvement Grants	2,462,500	2,267,299	3,669,565	3,596,174	4,499,958	5,434,353	24-26
Sewer for Corona Del Mar	-	-	1,500,000	1,470,000	-	-	30
Wayfinding Signage, Placemaking, and Bran	75,000	75,000	75,000	73,500	75,000	125,000	17
Public Beautification	-	-	-	-	400,000	-	
West Dixie Highway Improvements	200,000	200,000	200,000	196,000	200,000	50,000	15
Snake Creek Canal Improvements	200,000	200,000	300,000	294,000	300,000	1,500,000	28,38
Infrastructure Improvements	1,025,000	1,025,000	-	-	1,300,000	747,385	30
Land Bank/Redevelopment - Purchase	301,470	818,107	612,350	600,103	-	-	18,25
Buildings (renovation of CRA admin office s	400,000	400,000	900,000	882,000	2,263,607	600,000	25
Taylor Park Improvements	350,000	350,000	500,000	490,000	250,000	250,000	33
Tennis Center Design	-	-	350,000	343,000	180,000	200,000	
CRA South of the Canal	-	-	7,200	-	-	-	
Plaza and Enhancements Beautification	200,000	200,000	200,000	196,000	-	200,000	27
Debt service payments (capital imp.)	770,378	708,748	5	5	-	-	13-14
(C) Subtotal Operating Expenditures	***$ 7,423,046***	***$ 7,402,236***	***$ 9,465,713***	***$ 9,269,343***	***$ 11,451,329***	***$ 10,941,437***	
(D) Reserve/Contingency	$ -						
Expenditure Total (B+C+D)	**$ 8,060,998**	**$ 7,899,778**	**$ 9,979,492**	**$ 9,772,846**	**$ 12,084,983**	**$ 11,722,712**	
Ending Carry-Over Balance	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	

Consent Agenda
9.26.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Daniela Jean, Vice Mayor
VIA:	
DATE:	September 8, 2025

RE: Resolution No. R2025-133 Centennial Park (Vice Mayor Daniela Jean)

Description

The City of North Miami Beach is approaching its Centennial Anniversary, a historic milestone that commemorates 100 years of service, growth, and community spirit. To mark this occasion, the City Commission has expressed interest in creating a permanent, dedicated public space that will both honor the past and serve as a vibrant gathering place for current and future generations.

BACKGROUND ANALYSIS:

The proposed "Centennial Park" would symbolize the City's legacy while providing residents and visitors with new opportunities for recreation, cultural programming, and community engagement. Features may include open green space, recreational amenities, art installations, and educational elements that highlight the City's history.

The attached resolution formally establishes Centennial Park and directs the City Manager to:

- Identify and recommend a suitable location within the City for the park;
- Initiate planning and design efforts;
- Seek funding opportunities, including grants, sponsorships, and partnerships; and
- Oversee implementation

RECOMMENDATION: It is recommended that the Mayor and City Commission adopt the attached Resolution authorizing the establishment of a Centennial Park and

	directing the City Manager to do all things necessary to effectuate the resolution.
FISCAL/ BUDGETARY IMPACT:	The fiscal impact of Centennial Park will not exceed $500,000 depending on the final scope, design, and location.

ATTACHMENTS:

Description

- Resolution

CITY OF NORTH MIAMI BEACH, FLORIDA
RESOLUTION NO. R-2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A CENTENNIAL PARK TO COMMEMORATE THE CITY'S 100-YEAR ANNIVERSARY; PROVIDING FOR THE LOCATION, REZONING, LAND USE, DEVELOPMENT, AND AMENITIES OF THE PARK; DIRECTING THE CITY MANAGER TO IMPLEMENT ALL NECESSARY ACTIONS FOR DESIGN, FUNDING, AND CONSTRUCTION NOT TO EXCEED $500,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach will celebrate its Centennial Anniversary, marking 100 years of history, culture, and community service; and

WHEREAS, the Mayor and City Commission recognize the importance of creating lasting public spaces that enhance quality of life, foster community pride, and serve as living legacies for future generations; and

WHEREAS, the establishment of a "Centennial Park" will provide recreational, cultural, and educational opportunities for residents and visitors while honoring the City's history and diversity; and

WHEREAS, the City Commission desires to identify and dedicate a site within the City for the development of a Centennial Park, which may include green spaces, recreational amenities, historical markers, and public art installations; and

WHEREAS, the City Manager is authorized to coordinate planning, design, and funding efforts, including grant opportunities, public-private partnerships, and a budget allocation not exceed $500,000 to ensure the timely completion of the Centennial Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

1. The aforementioned recitals are true and correct.
2. Establishment of Centennial Park. The City hereby establishes Centennial Park as a dedicated public space to commemorate the City's 100-Year Anniversary and to serve as a permanent legacy for the community.
3. Location and Development**.** The City Manager shall identify an appropriate location for the Centennial Park and shall initiate all necessary steps for the park's design, amenities, and community features.
4. Funding and Partnerships**.** The City Manager shall explore funding sources, including municipal funds, state and federal grants, sponsorships, and public-private partnerships to support the development and sustainability of the Centennial Park.
5. Implementation. The City Manager, or their designee, is directed to do all things necessary to effectuate this resolution.

6. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.
7. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE

AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER LLP.

By:_____

JOSEPH S. GELLER

CITY ATTORNEYS

Sponsored by: Vice Mayor Daniela Jean

Consent Agenda
9.27.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Vice Mayor Daniela Jean
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-134 Resolution to Approve Agreement for Debt Recovery Services with Keystone Law Firm, P.A. (Vice Mayor Daniela Jean)

Description

BACKGROUND ANALYSIS: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH KEYSTONE LAW FIRM, P.A. FOR DEBT RECOVERY SERVICES, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Exhibit A

- Staff Report
- Resolution

EXHIBIT A

COLLECTION AGREEMENT

This Collection Agreement is made on this _____ day of July, 2025, by and between Keystone Law Fim, P.A. with its principal office at 12865 West Dixie Highway, North Miami, FL 33161, hereinafter "Keystone", and the City of North Miami Beach, a Florida Municipal Corporation, hereinafter "the City" located at 17011 NW 19th Ave., North Miami Beach, FL 33162.

WHEREAS, the City requires collection services for code enforcement liens, water bills, and certain delinquent accounts; and

WHEREAS, Keystone is engaged in the profession and business of providing collection services for third parties; and

WHEREAS, the City wishes to engage Keystone for the purpose of collecting accounts owed to the City by third parties that may be legally liable to the City, and Keystone agrees to be engaged by the City on a non-exclusive basis to collect said sums in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties agree as follows:

1. From time to time and its sole discretion the City shall refer legally due and owing unpaid accounts to Keystone for collection of the outstanding balance(s) due and Keystone agrees to provide the collections services described in this agreement on such account. It is agreed that this is a non-exclusive agreement.
2. Duties of the City.
    a. The City has the discretion to determine the number and type of accounts referred to Keystone pursuant to this agreement.
    b. The parties agree that once an account is referred to Keystone, the City will cease all further collection attempts on such account.
    c. Account information. Upon referral of an account for collection the City will provide necessary information including documentation, the account history, and all reasonably necessary assistance that Keystone may need to respond to validation requests or discovery inquiries within a timely matter, not to exceed 30 days.
    d. Bankruptcy filings. The City will promptly notify Keystone of it received notification of bankruptcy.

e. Recall of accounts. The City may recall any accounts previously referred to Keystone at the City's sole discretion and for any reason. Upon recall of an account, Keystone will immediately cease its collections efforts. If litigation has been initiated on a withdrawn account but not brought to judgment, Keystone will cooperate in any substitution of legal counsel and provide any information which it may have in order to assist in the substitution. Notwithstanding the City's recall of any of the accounts, Keystone shall retain the right to receive a contingent fee on any payment, settlement, or judgment in accordance with the rules regulating the Florida Bar.

3. Duties of Keystone.

a. Keystone shall comply with all Federal and State laws and regulations for the collection of debt in the performance of its services, including but not limited to the Fair Debt Collection Practices Act, the Telephone Consumer Protection Act, and rules or requirements imposed by the City.

b. Keystone will maintain internal controls, policies, and procedures in order to assure that interactions between employees or representatives of Keystone and its affiliates and citizens of the City and/or third parties are courteous and professional.

c. Affiliated entity. The parties acknowledge that Keystone is related to and has a business relationship with an affiliated entity "Municipal Financial Services Inc.", a Florida corporation. Municipal Financial Services provides collection and support services but not legal services.

d. Trust Account. Keystone maintains a Trust Account at an FDIC insured financial institution and any and all money which is the property of the City shall be deposited into such account within two business days of receipt. Keystone shall provide the City with account records and statements upon requests.

The City, authorizes Keystone to act as the City's attorney in fact for the sole purpose of accepting funds in payment to debts owed to the City which has been referred to as Keystone for collection, including the endorsement of checks, money orders, drafts or credit charges.

e. Settlements. The City authorizes Keystone to settle referred accounts within its reasonable discretion and in good faith to maximize the recovery of the balance owing on the account. Accounts settled for less than $5,000.00 shall not require written authorization from the City. Accounts settled in excess of $5,000.00 shall require written or emailed authorization from the City Attorney or the City Manager.

f. Periodic Status Meetings. Keystone agrees to meet as necessary with the City's representatives including the Finance Department in order to ensure the proper service if the City's business, and to maintain and provide periodic records for referred accounts records of collection activity and payments made as contingent fees deducted.

4. Compensation.

a. For services performed under this agreement, Keystone shall receive a contingent fee for any money collected by Keystone or the City on a referred account. The contingent fee shall be as follows:

i. Before filing of a suit :

1. For collections of less than $1,000.00, 30% of recovery
2. For collections of more than $1,000.00 and less than $10,000.00, 25% of recovery
3. For collections of more than $10,000.00, 20% of recovery.

ii. After filing suit but before the filing of an answer, if no answer is filed or up to the expiration of the time period provided for such action:

1. 33-1/3% of any recovery up to $1 million;
2. 30% of any portion of the recovery between $1 million and $2 million;
3. 20% of any portion of the recovery exceeding $2 million.

iii. After the filing of an answer or if no answer is filed, the expiration of the time period provided for such action, through the entry of judgment:

1. 40% of any recovery up to $1 million;
2. 30% of any portion of the recovery between $1 million and $2

million;

3. 20% of any portion of the recovery exceeding $2 million.

iv. If all defendants admit liability at the time of filing their answers and request a trial only on damages:

1. 33-1/3% of any recovery up to $1 million;
2. 20% of any portion of the recovery between $1 million and $2 million;
3. 15% of any portion of the recovery exceeding $2 million.

v. An additional 5% of any recovery after institution of any appellate proceeding is filed or post judgment relief or action is required for recovery on the judgment.

IT IS AGREED and UNDERSTOOD that this employment is upon a contingent fee basis, and if no recovery is made, the City will not be indebted to its attorneys for any sum whatsoever as attorney's fees.

THE UNDERSIGNED CLIENT HAS, BEFORE SIGNING THIS CONTRACT, RECEIVED AND READ THE STATEMENT OF CLIENT'S RIGHTS, AND UNDERSTANDS EACH OF THE RIGHTS SET FORTH THEREIN. THE UNDERSIGNED CLIENT HAS SIGNED THE STATEMENT AND RECEIVED A SIGNED COPY TO KEEP TO REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY(S).

THIS CONTRACT MAY BE CANCELLED BY WRITTEN NOTIFI-CATION TO THE ATTORNEY AT ANY TIME WITHIN 3 BUSINESS DAYS OF THE DATE THE CONTRACT WAS SIGNED, AS SHOWN BELOW, AND IF CANCELLED THE CLIENT SHALL NOT BE OBLIGATED TO PAY ANY FEES TO THE ATTORNEY(S) FOR THE WORK PERFORMED DURING THAT TIME. IF THE ATTORNEY(S) HAVE ADVANCED FUNDS TO OTHERS IN REPRESENTATION OF THE CLIENT, THE ATTORNEY(S) ARE ENTITLED TO BE REIMBURSED FOR SUCH AMOUNTS AS THEY HAVE REASONABLY ADVANCED ON BEHALF OF THE CLIENT.

5. Verification of Debt. The City acknowledges that in connection with the collection of delinquent consumer debts the FDCPA requires Keystone to provide an obligor with verification of the underlying obligation if that request is made to Keystone in writing by an obligor within 30 days of Keystone's initial communication with the obligor. Federal law prohibits Keystone from collecting on any obligation once a verification request is made to Keystone from the obligation until such time as said verification has been mailed by Keystone to the obligor. The City agrees to cooperate and to provide documents which may be requested or necessary to verify accounts for collection upon Keystone's request.
6. Termination of Agreement. This agreement shall be effective upon execution by Keystone and the City and will continue in effect until terminated. This agreement may be terminated without cause by either City or Keystone upon giving the other party 30 days' written notice prior to the stated date or termination. This is a non-exclusive agreement. Upon termination of the agreement, Keystone will provide a current status report of all referred accounts within 30 days after the date of termination. Upon accounts where Keystone has substantially earned any contingent fees which were not previously paid wherein there has been payment activity within 90 days or where legal action has been initiated, Keystone will continue to collect such accounts and shall retain the right to receive its contingent fee upon payments, settlements or judgments, as well as the right to recover any Court costs advanced on said account.
7. Audit. Each party shall maintain accurate records pertaining to the referred accounts which re the subject to this agreement. Such records shall be subject to examination upon commercially reasonable notice at the City's offices or Keystone's offices.
8. Confidentiality. The parties agree that confidential information used for the purpose of the lawful performance of this agreement shall not be used or disclosed to any third a party, except as authorized herein or by the parties in writing. Confidential information' shall include information regarding the referred accounts and obligors, as well as business information that is reasonably understood to be of a confidential nature, including the nature terms and conditions of this agreement (provided however that this agreement is a public record subject to the provision of Florida Statute 119. et seq.).
9. Independent Contractor. The parties acknowledge that the City is not selling or

assigning the underlying debts on accounts or collections referred to Keystone by virtue of this agreement. The parties acknowledge that the City is retaining Keystone as an independent contractor, as that term is defined by applicable state and federal law for the purposes of collecting, on a contingency basis, delinquent balances outstanding on code enforcement liens, outstanding water bills, and other accounts referred to Keystone by the City. The parties acknowledge that Keystone has a relationship with Municipal Financial Services, Inc, a Florida corporation which is affiliated with Keystone.

10. Further Assurances. Each party agrees to execute such other documents as may be necessary to implement or perform this agreement.
11. Governing Law and Venue. This Agreement and any disputed or controversy arising herein or otherwise between the parties shall be given by the laws of the state of Florida, and any proceeding brought by either party shall be conduced in the State Court of Miami-Dade County, Florida. The parties agree to attend mediation prior to the initiation of any action concerning this agreement.
12. Notices. Any noticed required or permitted under this agreement shall be in writing and may be delivered by certified mail or email as follows:
    a. If to the City:

Andrew Plotkin, Interim City Manager
17011 NE 19th Avenue
City Hall, 4th Floor
North Miami Beach, FL 33162
Andrew.Plotkin@citynmb.com
With a copy to
Greenspoon Marder LLP
City Attorneys
Attn: Joseph Geller, Esq.
joseph.geller@gmlaw.com

    b. If to Keystone:

Frank Wolland, Esq.
12865 West Dixie Highway
North Miami, FL 33161
fwolland@keystonelawpa.com

In Witness whereof, the parties have signed this agreement on this ___ day of July, 2025.

City of North Miami Beach
a Florida Municipal Corporation

By:_____
Andrew Plotkin, Interim City Manager

Keystone Law Firm, P.A.
a Florida corporation

By:_____
Frank Wolland, its President

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution to Approve Agreement for Debt Recovery Services

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Background

NMB Water delinquent accounts and Code Compliance fines have grown resulting in uncollected revenues, accounts receivable, fines, fees, and other obligations that remain delinquent despite internal collection efforts.

The goal is to reduce outstanding past-due balances while preserving the relationship with our residents and business owners and most importantly to secure revenues for the City. Below are the objectives to carry out the collections plan…

- Segment Accounts by Delinquency Level
- Implement a Structured Communication Process
- Offer Payment Plans or Settlements
- Enforce Late Fees and Interest Charges
- Escalation & Legal Procedures
- Regular Review and Monitoring

The City's Procurement Management Department is authorized to procure such services in compliance with the City Code, Florida Statutes, and all applicable procurement regulations. The City Manager is authorized to execute an agreement with the selected law firm, subject to review and approval by the City Attorney, including terms related to compensation, performance standards, reporting, and compliance with applicable laws.

The City Manager, Chief Procurement Officer, Finance Director, and City Attorney are directed to take all necessary steps to implement this Resolution, including identifying accounts to be assigned for collection, monitoring vendor performance, and reporting outcomes to the City Commission.

Recommendation

The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the utilization of Keystone Law, P.A as a servicer to assist in the collection of uncollected revenues from NMB Water delinquent accounts and Code Compliance fines.

Fiscal Impact

As outlined as contingent fee based on debt collection tier.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH KEYSTONE LAW FIRM, P.A. FOR DEBT RECOVERY SERVICES, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-4.5(B) of the City's Code of Ordinances ("Code") provides that purchases of the following material and services shall be exempt from the bidding process and subject to the spending limitation provided in subsection 3-3.14a: "Legal Services" states that legal services including but not limited to attorney services, paralegals, expert witnesses, jury consultants, legal support services, appraisals, mediator services, legal research, court reporters and stenographers; and

WHEREAS, NMB Water delinquent accounts and Code Compliance fines have grown resulting in uncollected revenues, accounts receivable, fines, fees, and other obligations that remain delinquent despite internal collection efforts. The collection of such debts is necessary to ensure the City's financial stability, maintain fairness among taxpayers, and preserve public trust; and

WHEREAS, The City's current internal collection practices are limited in scope and have not resulted in sufficient recovery of outstanding receivables. A professional law firm specializing in debt collection and recovery offers the City a more effective and legally sound approach to maximize recoveries while safeguarding the City's rights and interests; and

WHEREAS, the City Attorney's Office has recommended Keystone Law Firm, P.A. for debt recovery services to be rendered through a non-exclusive agreement, utilizing sensitive, respectful, and professional methodologies that recognize the dignity of residents while ensuring fiscal accountability; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve an agreement with Keystone Law Firm, P.A for debt recovery services; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to enter into an agreement with Keystone Law Firm, P.A for debt recovery services inclusive of terms related to compensation, performance standards, reporting, and compliance with applicable laws.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The City Commission authorizes the City Manager to enter into a non-exclusive agreement with Keystone Law Firm, P.A for debt recovery services of uncollected revenues from NMB Water delinquent accounts and Code Compliance fines.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Consent Agenda
9.28.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Tarik Rahmani, Interim Deputy City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-135 Approving a Budget Amendment to Increase Purchase Order for ARPA and Accounting Forensic Audit with Caballero Fierman Llerena & Garcia, LLP (CFLG) (Tarik Rahmani, Interim Deputy City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Resolution
- Staff Report

City of North Miami Beach, Florida

MEMORANDUM

TO: Mayor and City Commission
FROM: Tarik Rahmani, CFO/Interim Deputy City Manager

DATE: August 15, 2025

RE: Resolution No. 2025-XXX Increase CFLG Engagement to include Forensic Audit of ARPA project, review accounting practices, and make corrective recommendations

To support a thorough audit of the city's accounting of ARPA, continued support for the current FY24 Audit and other related accounting challenges, staff recommends increasing the purchase order with Caballero Fierman Llerena & Garcia, LLP (CFLG) by $250,000.

CFLG was originally engaged in April 2025 under an emergency procurement to provide audit recovery and financial reporting support due to a leadership gap in the Finance Department. Since then, the City's needs have grown due to:

- Departure of the Assistant Finance Director and Senior Accountant
- Increased workload and reduced internal capacity have made continued support from CFLG essential to appropriately address and correct ARPA related issues and address other related accounting challenges
    - The Finance Department is requesting expert assistance in addressing ARPA-related charges that have occurred over the last 4 years
    - Challenges regarding how to appropriately correct and restructure the project to ensure federal compliance has become increasingly necessary

This change order will enable CFLG to provide continued staff augmentation, complete complex auditing steps, and help address and correct accounting issues.

We recommend approval of Resolution R2025-XX.

Respectfully,

Tarik Rahmani
Chief Financial Officer

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO INCREASE THE PURCHASE ORDER WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP ("CFLG") FOR ARPA AND ACCOUNTING FORENSIC AUDIT.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2024-109 on September 25, 2025, establishing revenues and appropriations for the City for the Fiscal Year commencing October 1, 2024, and ending on September 30, 2025 ("FY Budget 2024-25"); and

WHEREAS, from time to time during the normal conduct of the City's operations, situations arise requiring amendments or modifications of the City's annual adopted budget; and

WHEREAS, the Chief Financial Officer has met with the City Manager and Department directors to identify modifications or amendments to the FY 2024-25 Budget; and

WHEREAS, the Mayor and City Commission find it to be in the best interest of the City to approve the proposed budget amendment to ensure sufficient funding for an increase to the purchase order with CFLG to pay for a forensic audit of the City's accounting and a forensic audit of the ARPA project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The City Commission hereby approves and authorizes the following amendment to the FY 2024-25 Budget:

An increase of General Fund revenues and expenditures in the Non-Departmental budget by $250,000 to address the need for additional financial consulting services to assist in a forensic audit of the city's accounting and a forensic audit of the ARPA project.

Revenue Account: 010-300100 – Prior Year Carryover

Expenditure Account: 010105-511310 – Professional Services

Section 3. The City Manager is hereby authorized to implement the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the City Commission of the City of North Miami Beach at its regular meeting assembled this **8th day of September 2025**.

ATTEST:

_____	_____
ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By: Mayor and City Commission

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commission

From: Tarik Rahmani, CFO/Interim Deputy City Manager

Subject: Audit Status Update – FY 23-24 | Foundation Issues & Regulatory Deadlines

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This memo provides a factual, transparent overview of the audit status for the City of North Miami Beach's FY 2023–2024 financials, which closed on September 30, 2024. It outlines why the audit is delayed, what underlying issues contributed to this delay, and the steps we are now taking to meet state requirements and restore timely financial reporting.

State Statute Requirement

Per Florida Statutes, Section 218.39(1) municipalities are required to complete and submit their audited financial statements within nine months of the close of each fiscal year. For FY 2023–2024, that statutory deadline is June 30, 2025.

Failure to meet this requirement can result in noncompliance notices from the Florida Auditor General and may impact eligibility for certain grant and loan programs.

Context: Delay in Prior Year Audit

As shown in **Exhibit 1 – FY23 ACFR Completion Letter**, the City's FY 2022–2023 Annual Comprehensive Financial Report (ACFR), due by June 30, 2024, was not finalized until October 10, 2024—over 100 days late, in violation of Florida law.

This missed the statutory deadline of June 30, 2024, by over three months created a cascade of operational delays. Specifically:

- Investment activity for FY23 remained unreconciled for over seven months into FY24.
- The City lacked audited ending balances to accurately open FY24 financials on October 1, 2024.
- Year-end entries and reconciliations tied to FY23 were pushed into Q1–Q2 of FY24, delaying critical closeout steps.
- Finance staff were still deeply engaged in finalizing the FY23 audit until October.

In plain terms, it is not feasible to properly initiate and prepare an audit for a fiscal year when the prior year's audit was still open and unresolved after the new fiscal year had already begun.

As reflected in Exhibit 1, management acknowledged its statutory obligation under §218.39(1), and asserted full responsibility for the accuracy and reliability of financial reporting. However, the actual date of completion—October 10, 2024—contradicts that assertion and placed the City in noncompliance with state law.

Consequences for FY24 Audit Timeline

As a result, the FY24 audit timeline did not begin in earnest until late Q1 2025. This compression of the work window has strained both internal staff capacity and auditor bandwidth. In addition:

- Key internal controls and reconciliations were delayed.
- Documentation and support for capital assets, pension, OPEB, and enterprise funds were held up.
- The audit team had to rework schedules and adapt to evolving data quality issues throughout Q2 2025.

The responsibility for maintaining timely and compliant financial reporting ultimately rests with city management and its designated finance leadership. That includes meeting statutory deadlines, enforcing internal controls, and managing annual closeouts—regardless of staff turnover or transitions.

City government has an obligation to protect public trust through financial transparency and compliance. When these systems break down, the integrity of the City's reporting, bond ratings, and statutory obligations are all at risk.

Failure to Secure Timely Audit Contract for FY24

The City of North Miami Beach also failed to ensure an auditing firm was in place at the start of FY24, which began on October 1, 2024. The prior firm, **Caballero Fierman Llerena & Garcia, LLP**, completed their final engagement with the FY23 audit. The City was fully aware that FY24 would require a new auditor under a new contract. Standard best practices dictate that procurement and contract execution should be completed well before the close of the fiscal year, so that the new firm is briefed, engaged, and ready to begin post-year-end work without delay.

That did not happen.

As shown in **Exhibit 2 – RFP Publication Timeline for External Audit Services**, the City issued Request for Proposals (RFP No. 24-018-SG) on May 20, 2024, with a due date for responses on July 15, 2024. This left only two and a half months before fiscal year-end to evaluate proposals, rank firms, negotiate an agreement, and bring the contract to the Commission.

That timeline proved insufficient.

As reflected in **Exhibit 3 – Resolution R2024-124 and Contract Approval**, the final agreement with the new audit firm—**Marcum LLP**—was not approved by the City Commission until December 17, 2024, which was nearly three months after FY24 had already closed. By that time, critical post-year-end tasks such as trial balance reviews, pre-audit reconciliations, and required audit planning meetings had already been delayed or paused due to the lack of an engaged firm.

The delay in contracting an auditor for FY24 compounded the prior year's late close. Combined, these gaps resulted in the current compressed audit timeline and the risk of missing the State's June 30, 2025 filing deadline.

Post-Commission Delay in Contract Execution and Kickoff

Even after the Commission approved the resolution to engage Marcum LLP on December 17, 2024 (see **Exhibit 3 – Resolution R2024-124 and Contract Approval**), the audit did not begin as scheduled. The expectation was that contract execution would occur promptly after Commission action, allowing audit work to begin in early January 2025.

That did not happen.

The gap between approval and execution created further delays. Although Commission action typically signals the final step, in this case, the agreement forwarded for approval was not finalized or ready for execution. Key legal sections remained under review, and terms continued to be negotiated with the audit firm well into February.

As reflected in **Exhibit 4 – Draft Agreement Sent to Auditor on February 5, 2025**, the City's Chief Procurement Officer did not transmit a final draft to Marcum LLP until nearly seven weeks after the Commission vote. The document was still undergoing legal edits at that time, including modifications to key language such as Section 16.1 on non-exclusivity. This delay left the City without an executed agreement or audit start date deep into Q1 of the fiscal year.

The audit kickoff could not begin without a fully executed agreement.

The record shows that the final agreement was not signed and fully executed until February 7, 2025 (see **Exhibit 5 – Fully Executed Contract with Marcum LLP**). This left only five months to meet the statutory deadline of June 30, 2025.

Had the City finalized the contract in January and initiated the audit then, this window would have been larger. Instead, the process bottlenecked between departments. Legal review, procurement handoff, and communication breakdowns across staff contributed to the delay. While the Commission fulfilled its role in December, the administrative handoff to implementation was slow and uncoordinated.

This breakdown in post-approval execution further compressed the audit window and placed the City at risk of missing the State's filing deadline.

Delay in Predecessor Auditor Communication and Kickoff Readiness

One additional and essential component of the FY24 audit delay relates to the required communication between the City's new auditor—CBIZ CPAs P.C.—and the outgoing firm, Caballero Fierman Llerena & Garcia, LLP. Under national auditing standards, a successor auditor must review specific workpapers and disclosures prepared by the predecessor before commencing their own audit work. This step is required for audit continuity, risk assessment, and testing strategy.

This communication cannot occur without formal City authorization.

That authorization was not issued until January 13, 2025—over three months after the fiscal year had closed (see **Exhibit 6 – Authorization Letter to Predecessor Auditor**). The letter, signed by the City's Chief Procurement Officer, gave CBIZ permission to access FY23 workpapers from Caballero Fierman. This was a critical legal step—without it, CBIZ could not validate the prior year's balances or properly scope FY24 testing.

By this time, the new contract with CBIZ had still not been executed, leaving the auditors in a holding pattern. In a January 20, 2025 email, CBIZ confirmed receipt of the authorization letter and communicated that they had tentatively scheduled time with the predecessor firm (see **Exhibit 7 – Successor Auditor Communication on Pending Kickoff and Authorization**). However, CBIZ also noted that their team was still awaiting the fully executed contract and was therefore limited in how far they could proceed.

This sequence highlights a key issue: even if the authorization letter had been issued earlier, the delayed contract made it functionally irrelevant. Without a signed agreement, the new auditors could not take official possession of the City's audit work. Moreover, the fact that FY23 had not closed until October 2024 meant that necessary schedules, trial balances, and reconciliations remained incomplete or unavailable.

In short, the audit could not move forward because too many prerequisite steps were either out of sync or incomplete. The result was a chain of delays that pushed core FY24 audit work well into Q2 2025—compressing the timeline and leaving limited space to meet the statutory June 30 deadline.

Breakdown in Early January Coordination and Compliance

Despite the urgency to start the FY24 audit, as of January 2025, both the FY23 and FY24 financial periods remained open. This is a serious compliance failure. Cities must not proceed into a second consecutive fiscal year without closing out the prior year. Yet, this was the reality facing the City of North Miami Beach when I began asking staff to initiate the audit process in early January.

Exhibit 8 – January 2025 Correspondence Regarding Audit Kickoff and Predecessor Review shows a series of emails confirming that City leadership had not taken the required steps to begin the audit—even after the new fiscal year was well underway.

In that exchange, I asked whether the mandatory communication between CBIZ (the new audit firm) and the predecessor auditor had been finalized and sent. This is a standard professional audit requirement and must be completed before any kickoff can occur.

In response, staff confirmed that this step had not yet been completed and suggested that it would happen "as part of finalizing the audit contract." That is incorrect. The authorization to initiate the predecessor auditor review is a legal and operational prerequisite. It should have been handled long before mid-January and certainly should not have been contingent on contract finalization.

The delay in issuing this letter meant CBIZ could not start their preliminary review or planning process. This further stalled the audit timeline. Compounding the issue, the FY23 audit—which should have been finalized by June 30, 2024—had only just closed in October. That delay left much of the necessary documentation unavailable or out of sync. As staff noted in their emails, the City of North Miami Beach "behind the eight ball" and still working "through the process" in January.

This snapshot of internal communication demonstrates how disjointed the early coordination was and how compliance standards were not being met. The failure to execute key audit kickoff steps in January—over three months after the close of FY24—further eroded the City's ability to meet its June 30, 2025 deadline.

Persistent Structural Deficiencies in City's Financial Operations

Despite recent efforts to stabilize the City's financial reporting, the audit delay cannot be fully understood without acknowledging the systemic breakdowns in accounting operations and internal controls that preceded it.

As detailed in **Exhibit 9 – May 2025 Independent Assessment of Audit Readiness and Financial Control Deficiencies**, a comprehensive review conducted by an external accounting firm in mid-2025 uncovered widespread internal weaknesses. These findings reinforce the structural challenges that undermined the City's ability to close FY23 and prepare for the FY24 audit on time.

The issues identified go beyond isolated errors—they reflect a pattern of unresolved operational gaps. Among the most serious concerns:

- **System-generated financial reports were inconsistent with the trial balance**. Accounts Payable and Fixed Asset reports routinely produced mismatches due to improper voiding, disposal, and configuration errors. These inconsistencies introduced risk of misstatement and forced staff to prepare manual adjustments that consumed critical time during audit prep.
- **Standard month-end and year-end close processes were missing or incomplete.** There was no documented checklist, and numerous core accounting tasks—such as adjusting for prepaid expenses, reconciling pension and compensated absences, or accruing interest payable—were either skipped or performed incorrectly. In many cases, fund balances failed to roll forward year to year.
- **Basic internal controls were absent.** Journal entries lacked independent review prior to posting, resulting in misclassifications, unbalanced entries, or reversed debits and credits. Due From/To balances remained unreconciled, and the City failed to reverse prior-year auditor adjustments—essential steps in any GAAP-compliant closing.
- **Government-wide reports (e.g., GASB 68, GASB 75, self-insurance) were finalized months late**. Instead of being ready early in the year, pension and OPEB reports weren't available until March and May, compressing the timeline for completing citywide financial statements.
- **The City was not in compliance with GASB 87 and GASB 96.** DebtBook, the lease and subscription tracking system, was misconfigured and could not generate accurate adjusting journal entries. Many agreements lacked proper documentation or were spread across departments without centralized tracking.
- **Munis, the City's financial system, was not optimized.** Core functions required excessive manual intervention, lacked proper configuration, or were misunderstood by staff. These inefficiencies resulted in delays, errors, and redundant efforts.
- **Lack of institutional knowledge and siloed workflows worsened the problem.** Cross-departmental coordination was weak. Staff lacked adequate training on advanced financial reporting, and audit preparation was described as "rushed," with little time for quality control.

These challenges made it impossible for the City to meet Florida's audit deadline in a timely manner. Even with a new auditing firm in place, the underlying accounting condition of the City was not audit-ready. Critical balances were either unavailable or unreliable, supporting documentation was missing, and required reconciliations had not occurred.

To address this, the assessment recommended implementing standardized close procedures, reconfiguring Munis and DebtBook to ensure accuracy, building staff knowledge through ongoing training, and holding monthly interdepartmental meetings to align financial practices.

These recommendations are now being operationalized. However, the May 2025 assessment confirmed what was already evident by January—North Miami Beach entered FY24 with a financial environment that was not just behind schedule but fundamentally unprepared for an audit. That environment, shaped by prior years of deferred controls and inconsistent execution, directly contributed to the current delay.

Next Steps and Recovery Plan

To get the FY24 audit back on track, we've taken several corrective actions. A temporary consultant has been brought in to fill the Assistant Finance Director role following Sophia's resignation in April. We've also reassigned internal tasks to address the gap left by the Senior Accountant, who resigned in May. The consultant is working closely with the auditors to clear open items and finalize the trial balance. We've prioritized reconciliations, closing entries, and document prep to stay in motion. The goal is to complete the audit by summer, meet state deadlines, and restore compliance.

Exhibit 1 – FY23 Audit Completion

City of North Miami Beach

October 10, 2024

To the Citizens, Mayor, and City Commission of the City of North Miami Beach:

We are pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of North Miami Beach, Florida, for the fiscal year ending September 30, 2023. The ACFR is issued pursuant to Florida Statute 218.39(1) which requires municipalities meeting certain criteria to have an annual financial audit of its accounts and records by an independent certified public accountant in accordance with rules of the Auditor General within nine months of the close of each fiscal year.

This report consists of management's representations concerning the finances of the City of North Miami Beach. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of North Miami Beach's financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Caballero Fierman Llerena & Garcia, LLP, a licensed certified public accounting firm. The goal of the independent audit is to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2023, were free of material misstatement. An independent audit involves examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. Based upon their audit, the independent auditors concluded that there was a reasonable basis for rendering an unmodified opinion that the City of North Miami Beach's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The report of the independent certified public accountants is presented as the first component.

The ACFR is used to assist in making economic decisions, and to assist citizens in assessing accountability and transparency by:

- Assessing financial condition and results of operations
- Comparing actual financial results with legally adopted budgets, where appropriate
- Assisting in determining compliance with finance related laws, rules, and regulations; and
- Assisting in evaluating the efficiency and effectiveness of City operations.

This report includes all funds of the City as well as criteria for defining the financial reporting entity of the City as promulgated by the Governmental Accounting Standards Board (GASB). The GASB is the official standard setting body of the accounting principles generally accepted in the United States of America as it applies to local governmental units.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of North Miami Beach's MD&A can be found immediately following the report of the independent certified public accountants.

PROFILE OF THE CITY

The City of North Miami Beach was incorporated on October 4, 1926 and operates under a Commission - Manager form of government. The City Commission is comprised of the Mayor and six Commission members. Together they are responsible for enacting ordinances, resolutions and regulations governing the City as well as appointing the members of various advisory boards, the City Manager, City Attorney and City Clerk. As Chief Administrative Officer, the City Manager is responsible for the enforcement of laws and ordinances; appointing and supervising the department directors of the City; submitting the proposed annual budget; advising Commission as to the financial condition of the City; and overseeing the day-to-day operations of the City.

The City of North Miami Beach is a first-tier suburb covering an area of five and one-third square miles located in northeastern Miami-Dade County, which is in the southeast part of Florida. The City is strategically located midway between Fort Lauderdale and Miami. 163rd Street is the most heavily traveled east to west corridor in Miami-Dade County as it is the gateway to both the Oleta River State Park and the beaches, and the Golden Glades Interchange: the convergence of five major roadways serving eastern and southern Florida, including Florida's Turnpike, the Palmetto Expressway (State Road 826), and Interstate 95 (I-95). 163rd Street also intersects with Biscayne Boulevard and U.S. Route 1 (US1). In the immediate vicinity of the City are two large higher education campuses: Florida International University's (FIU) Biscayne Bay Campus and Nova Southeastern University's Fischler Graduate School.

Based on the number of parcels, the City is primarily a residential and shopping community. Single- family and multi-family residential uses amount to 53.2% and 6.4%, respectively. Commercial uses and industrial development represent 15% and 3%, respectively, of the City's land parcels. Actual manufacturing activities are limited to a few small fabricating enterprises. Recreational uses and conservation lands represent 2.7% and 12.6% of the City's land parcels, respectively. The remaining land area is occupied by schools, churches, and other related establishments.

The City of North Miami Beach provides a full range of municipal services for its citizens. These include public safety (fire protection is provided by Miami-Dade County), water, sewer, and stormwater utilities, public works, parks and recreation facilities, public library, code compliance, planning and zoning, economic development, and general and administrative services. A franchise contractor provides the City's sanitation services.

The **North Miami Beach Community Redevelopment Agency (the CRA)** was created by the Mayor and City Commission on December 21, 2004, by adoption of Resolution R2004-86 accepting a delegation of powers from the Miami-Dade Board of County Commissioners and declaring the Mayor and City Commission to be the Agency in accordance with Section 163.357 of the Florida Statutes under the Community Redevelopment Act of 1969, enacted by the Florida Legislature. Miami-Dade County retains the final authority to approve the annual CRA budget, redevelopment plan and amendments, and the issuance of long-term debt. The City Commission serves as the CRA's Board of Directors, the Mayor serves as Chairman, and Adam Old, from Florida Strategic Partners, a consulting company, serves in the capacity of Executive Director. The purpose of the CRA is the elimination and prevention of blight conditions within the designated community redevelopment area. The CRA is a special revenue fund of the City of North Miami Beach and, therefore, has been included as a blended component unit and integral part of the attached financial statements. Additional information on this component unit can be found in the notes to the financial statements.

The annual budget serves as the foundation for the City of North Miami Beach's financial planning and control. All departments of the City submit requests for appropriation to the City Manager and these requests are the starting point for developing a proposed budget. The City Manager, thereafter, proposes a budget to the Commission for review. The Commission is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30th, the close of the City's fiscal year. The appropriated budget is prepared by fund and department (e.g., Police). No department may legally expend more than amounts appropriated for that department within an individual fund. The City Manager may make transfers of appropriations within a department and to a department from the contingency account. The City Commission approves supplemental appropriations; however, the City Manager is granted authority to amend, modify, or otherwise adjust the annual budget to a maximum limit of $50,000 per individual occurrence. Budget-to-actual comparisons are provided in this report for the general fund and for each non-major governmental fund for which an appropriate annual budget has been adopted. For the General Fund and CRA, this comparison is presented as part of the required supplementary information.

FACTORS AFFECTING FINANCIAL CONDITION

Local economy. The information presented in the financial statement is perhaps best understood when it is considered from the broader perspective of the environment within which the City of North Miami Beach operates. From a global perspective, the Congressional Budget Office (CBO) projects much weaker growth of real GDP (gross domestic product) The financial conditions of North Miami Beach have demonstrated robust resilience and growth over recent years. The city has effectively diversified its revenue streams and invested in community development and infrastructure improvements. Property tax revenues have seen a consistent uptick, driven by rising property values and increased real estate development. Additionally, strategic initiatives to enhance public services and attract businesses have strengthened the city's economic base, ensured a stable financial outlook and fostering long-term economic growth.

Comparing the state of Florida's GDP since the pandemic to current times reveals a significant recovery and growth trajectory. During the pandemic, Florida's economy faced severe disruptions, with declines in tourism, hospitality, and consumer spending. However, the state has bounced back strongly, with its GDP not only recovering to pre-pandemic levels but also surpassing them. Key sectors such as tourism, real estate, and technology have been pivotal in driving this recovery. The latest data indicate continued economic expansion, reflecting the state's adaptive measures and resilience in the face of global economic challenges.

Personal income growth in Florida for the fiscal year 2022-2023 has been positive, buoyed by rising employment rates and wage increases across various sectors. The state's economic policies and business-friendly environment have attracted investments, leading to job creation and higher personal incomes. Looking ahead to the fiscal year 2023-2024, the growth in personal income is expected to persist, supported by ongoing economic development initiatives and a strong labor market. Sectors like healthcare, technology, and professional services are anticipated to contribute significantly to this growth, further enhancing the state's economic vitality.

Over the past four years, North Miami Beach has experienced sustained growth in total property values, reflecting the city's attractiveness and development initiatives. This growth in property values has bolstered property tax revenues, providing a reliable financial foundation for the city. In terms of long-term financial planning, North Miami Beach has emphasized prudent fiscal management, including the strategic use of unassigned fund balances to maintain financial flexibility. Discretionary spending has been managed carefully to support essential services, infrastructure projects, and community programs, ensuring a balanced budget and the ability to address unforeseen challenges. This approach has positioned North Miami Beach for continued economic stability and growth.

LONG-TERM FINANCIAL PLANNING

Unassigned fund balance is a useful measure for the City's current financial resources available for discretionary spending. This will ensure the City will have sufficient funds for future expected and unexpected events. For the fiscal year ended September 30, 2023, the General Fund unassigned fund balance was $27.8 million, an increase of 39% above the prior year of $19.9 million. The City has also invested considerable resources into the implementation of a new Enterprise Resource Planning (ERP) System to increase the effectiveness of financial planning and reporting, automate services, streamline processes, and improve the customer experience.

Financial and strategic planning are of paramount importance to the City of North Miami Beach. The City Commission developed its inaugural Strategic Plan in 2014 which defined a Vision, a Mission, and Goals. Subsequently, in 2017, the Strategic Plan was updated. The current plan prioritizes policy and management agendas and guides the City's long-term financial strategies. In 2023, goals of the Strategic Plan were expanded, and each goal contains guiding objectives designed to advance administration and staff in the delivery of city services. The goals of the Strategic Plan are as follows:

Our goal is to create a community that is safe, clean, and beautiful for our residents and visitors. To achieve this goal, we will:

Provide citywide sewer services to ensure sanitation and environmental protection, upgrade our city parks and leisure facilities to meet the diverse needs and preferences of our community, improve mobility and connectivity in North Miami Beach and the surrounding region by enhancing public transportation, bike lanes, and pedestrian paths, resurface our roadways to improve safety and comfort for drivers, cyclists, and walkers, beautify our streetscapes, waterways, tree canopy, and landscaping throughout the city to create a pleasant and attractive environment, and maintain a safe community.

We aim to *elevate the quality of life for residents by improving resilience, sustainable, and affordable placemaking*. To achieve this goal, we will:

Maintain our existing parks at high service levels to provide green spaces and recreational opportunities for our community, improve our city infrastructure to fortify against climate change occurrences such as flooding, storm surges, and heat waves, maintain a safe community by supporting our police, fire, and emergency services and fostering a culture of respect and inclusion, add new housing inventory to NMB to provide housing options for residents of different income levels and household sizes.

We strive to provide *innovative digital services* that enhance the convenience, efficiency, and transparency of our city operations. To achieve this goal, we will:

Streamline our city processes and systems focusing on service outcomes and customer satisfaction, evaluate our operations continuously and explore ways to increase productivity, reduce the cost-of-service delivery and enhance customer service, leverage technology to improve communication, collaboration, and data-driven decision making within our city organization and with our stakeholders.

Our objective is to *maintain a high performing city organization that is focused on excellent customer service* for our residents and businesses. To achieve this goal, we will:

Maintain a top-quality and engaged city workforce dedicated to serving the North Miami Beach community by providing competitive compensation, professional development, and recognition opportunities, enhance communications with residents and businesses by using various channels, formats, and languages to inform, educate, and engage them on city issues and initiatives, listen to and understand the service needs of residents and families by soliciting feedback, conducting surveys, and hosting forums, invest in the maintenance and upgrade of NMB infrastructure, technology, facilities, and buildings to ensure their functionality, reliability, and accessibility, foster

a sense of pride in NMB services and facilities by showcasing their achievements, impacts, and benefits for our community, respond timely to calls for services by setting clear standards, tracking performance, and resolving issues promptly, provide easy access to city services and staff to answer inquiries by creating user-friendly websites, portals, and phone systems.

We desire to *advance culture and the arts* in our city by supporting diverse forms of creative expression and entertainment. To achieve this goal, we will:

Attract more quality restaurants, entertainment venues, and expand Arts District including breweries and distillers to offer a variety of dining, cultural, and social experiences for our community, attract entertainment and special events that expose diversity and celebrate the rich heritage and identity of our community, activate entertainment districts by providing incentives, support, and infrastructure for businesses and artists to thrive and collaborate.

We endeavor to *revitalize our downtown and major corridors* by promoting mixed-use development, rehabilitation, and beautification. To achieve this goal, we will:

Upgrade West Dixie Highway corridor by improving streetscape design, safety features, and business attraction, encourage transit-oriented development (TOD) around transportation hubs by providing density bonuses, zoning flexibility, and parking reductions for developers who incorporate public transit access, housing diversity, and pedestrian amenities in their projects, revitalize the NE 19th Avenue corridor by enhancing landscaping, bike lanes, sidewalks, and lighting along the street and modernizing the gateway feature at the entrance of the city, widen and enhance NE 159th Street by adding lanes, sidewalks, bike paths, and landscaping along the street and improving traffic flow and signalization at intersections, revitalize Miami Gardens Drive Corridor by improving roadway design, safety features, and business attraction along the street and modernizing the gateway feature at the entrance of the city.

Our purpose is to *maintain a financially sound government* that is accountable, responsible, and sustainable. To achieve this goal, we will:

Deliver city services in the most cost-effective manner by implementing best practices, budget controls and performance measures. Maintain or improve our bond rating, AA- or better, by demonstrating sound financial management, strong fiscal policies, and healthy reserves. Explore revenue options to leverage city resources by pursuing grants, sponsorships, and partnerships with other entities. Use debt in a financially responsible manner and reduce debt liability wherever possible by prioritizing capital projects, paying off existing debts and refinancing when appropriate. We will also maintain effective financial planning and reporting systems by using modern technology, data analysis, and auditing tools. We will invest in well planned, well maintained, and upgraded city infrastructure, facilities, and buildings by allocating adequate funds, maintaining asset inventories, and conducting regular inspections and repairs. Lastly, we will build reserves and provide sufficient resources for City services at the desired standards.

ACCOMPLISHMENTS AND INITIATIVES

The City of North Miami Beach's accomplishments and initiatives during FY22-23 met all seven pillars and have had a significant impact on the city.

The Information Technology (IT) Department provides reliable and relevant technology systems and support to staff, citizens, and businesses of the City of North Miami Beach. In the previous fiscal year, IT implemented a Smart Bench Pilot Program at Victory Park and Highland Village Community Center. This program aimed to bridge the digital divide in our community by offering citizens access to wireless internet and charging stations during their visits to our city parks. In collaboration with the North Miami Beach Public Library, we equipped our residents with technological tools such as Smart Boards for interactive presentations, and an automated laptop self-checkout kiosk that allows laptop borrowing with minimal staff contact. Information Technology also acquired a Book Scanner capable of digitizing the library's historical books. This initiative not only preserves our city's rich history but also ensures compliance

with retention policies by transitioning from paper to digital format. IT enhanced communication with residents within our facilities by introducing an automated queuing system that allows residents to join the line before physically arriving to the facility. Additionally, IT deployed digital signage kiosks within city facilities. Kiosks can be used to intake information and provide timely communications to our residents via our digital displays.

The Parks and Recreation Department provides recreational opportunities and beautiful parks and facilities that enhance the quality of life to all who live, work, and play in our diverse, vibrant, and historic community. Our Parks and Recreation After-School and Summer Camp Program had a combined registration of 799 participants, a 27% increase from the previous year, and continue to offer a variety of educations and fun activities for youth of all diverse backgrounds and abilities.

One of the major accomplishments for the Parks and Recreation Department was the installation of a new playground at Highland Village Park. The playground was entirely upgraded with new ADA accessible equipment for ages 3 through 12-year-olds, new poured-in-place safety surfacing, new walking path, and a new double bay swing set. In addition, the Martin Luther King, Jr. linear park was upgraded with a life size bronze statue of Dr. King. Parks and Recreation also replaced the pool heater at the Kevin R. Sims Aquatic Center at Victory Park.

All the above-mentioned accomplishments provide for an improved recreational and wellness space for the community, quality equipment and facilities, a safer environment for children to play, an improved quality of life, and an opportunity for residents and visitors to stay active.

North Miami Beach Police Department (NMBPD) is dedicated to ensuring the safety and security of the community. Over the past fiscal year, NMBPD has enhanced public safety throughout the city by hiring twelve (12) new police officers. Their presence on the streets has been instrumental in deterring crime and fostering a sense of security among residents.

NMBPD successfully provided security for 68 events, including signature events such as Snowfest, Monster Mash Bash, Bike305, and Heart Walk, all of which occurred without any incidents. These events play a crucial role in our community, imparting unity and offering opportunities for enjoyment and entertainment. NMBPD ensured that these events were safe and enjoyable for all attendees.

NMBPD hosted ten (10) Police and Community Together (PACT) meetings and four (4) Coffee with a Cop events. These forums allowed residents to express their concerns, propose ideas, and enhance communication between the police and the community. These events also provided NMBPD with an opportunity to discuss crime trends, educate residents on how to avoid becoming victims of property and personal crimes, and keep residents informed about community safety initiatives.

To maintain our fleet, NMBPD purchased and received six (6) new police vehicles. This acquisition reassures residents that we possess a modern fleet capable of responding to service calls without mechanical failures.

NMBPD Marine Patrol carried out 44 patrols within the waterways of North Miami Beach and participated in four (4) multi-jurisdictional efforts. These patrols and details ensure the safety of North Miami Beach's waterways for our residents. Additionally, NMBPD initiated the 9:00pm Routine Residential and Vehicle Burglary Program to educate residents about the importance of securing their homes and vehicles during nighttime hours.

Human Resources recruits and retains talented workforce, ensures optimal performance, and keeps human capital highly engaged by providing services in the areas of Talent and Organizational Development, Labor & Employee Relations, Compensation and Benefits, Wellness, and Risk Management.

The Human Resources Department maintained its commitment to recruiting and retaining a skilled workforce. Human Resources invested in programs and initiatives designed to enhance employee skills and career development, thereby fostering a culture of continuous learning and growth.

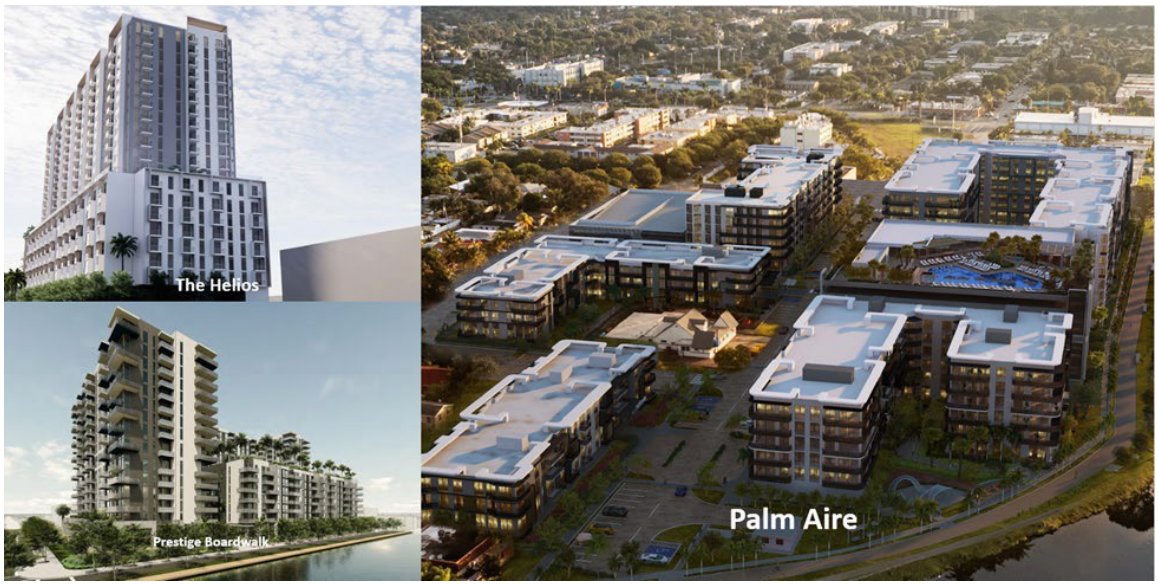
In collaboration with Evergreen Solutions, the department conducted a citywide salary study to ensure that compensation was competitive to other organizations in the area.

Human Resources/Risk Management promoted employee wellness through a variety of programs and initiatives aimed at enhancing physical, mental, and emotional well-being. Human Resources also organized several health fairs, providing opportunities for employees to interact with wellness professionals. These events offered insights on stress management and health eating habits.

Community Development

The Department of Community Development includes three divisions: Planning & Zoning, Code Compliance, and Business Tax Receipts. These divisions work together to ensure compliance with planning and zoning codes, administer the business tax receipt program, and provide code enforcement citywide. The Community Development Department organizes and manages development and improvement of the City's neighborhoods, engaging in planning efforts to shape, preserve, and enhance the existing urban fabric of the area while protecting the health, safety, and welfare of its citizens through the enforcement of City codes, policies, and ordinances.

Some of the developments in the pipeline during FY22-23, with projects either proposed or initiated, were:



The Helios: A proposed mixed-use development consisting of 378 residential units, approximately 15,600 square feet of ground floor commercial space and 485 parking spaces all designed within a 20-story building.

Prestige Boardwalk: A proposed mixed-use development consisting of a 15-story building with 370 residential dwellings and 33,008 square feet of ground floor retail, a parking facility, and related amenities.

Palm Aire: A proposed mixed-use multi-family project, with a total of 713 units and 800 square feet of ground floor retail.

The NMB Water Department delivers high-quality water to over 175,000 customers. This utility service extends to northern Miami-Dade County, including Aventura, Miami Gardens, Sunny Isles Beach, Golden Beach, and certain areas of unincorporated Miami-Dade County. Additionally, NMB Water provides wastewater collection services primarily to Miami Gardens and a portion of NMB.

Despite industry-wide supply chain shortages and cost increases, NMB Water successfully maintained uninterrupted water production, distribution, and wastewater collection.

On September 20, 2023, NMB Water participated in the annual "Best of the Best" Drinking Water Taste Test, sponsored by the American Water Works Association (Florida Chapter – Region VII). This friendly competition involved water utility departments from Miami-Dade and Monroe Counties. NMB Water won 1st place, reaffirming our commitment to not only making every drop county but also providing award-winning water to all our 175,000 customers across our extensive service area.

NMB Water is spearheading the septic-to-sewer conversion in the Community Redevelopment Area (CRA), specifically in the Corona del Mar neighborhood, as part of the $106M Capital Improvement Program (CIP). Phase 1 of the project, completed in October 2023, included the installation of approximately 7,700 linear feet of 8-inch gravity mains, 350 feet of 6-inch force mains, 36 manholes, and a new state-of-the-are lift station. Phase 2 of the project, currently under construction, involves the installation of approximately 1,300 linear feet of 6-inch lateral lines, the abandonment of existing septic tank lines, and the connection of 130 private properties to the city's mainline.

Public Works

The Public Works Division is proud to offer essential services to the residents of North Miami Beach. Public Works' responsibilities include maintaining streets, roadways, alleys, public rights-of-way, stormwater drainage, and public facilities. Public Works also manages citywide beautification projects and Capital Improvement Projects (CIP).

Public Works has milled and resurfaced major thoroughfares, thereby creating safer streets and roads for travel throughout the city. These include NE 19th Avenue, NE 8th Avenue, NE 171st Street, and NE 179th Street. The implementation of the Transportation Master Plan has significantly improved traffic, particularly by addressing traffic calming measures and constructing infrastructure to support safe parking for neighborhoods and businesses.

The Facilities Maintenance Division of Public Works has expanded their services by assuming the maintenance of facilities previously handled by the water utility. This includes the Operations Center, Public Service Administration building, and several other City facilities. These facilities have been maintained successfully, resulting in cost savings. The fleet maintenance and landscaping components of the utility were also transitioned from the water utility vendor to the Public Works Division.

Capital Improvement Projects (CIP)

Our Capital Improvement Projects (CIP) Division provides a road map as well as a tracking tool for all capital projects, excluding water and sewer. A comprehensive and well-structured CIP Plan is essential to maintain a safe, attractive, and ultimately habitable environment for living, visiting, and conducting business. Some of the significant CIP projects that were either initiated or completing during FY22-23 were:

State Road 860 Beautification Project: This project revitalized a major city corridor, SR 860, also known as Miami Gardens Drive. In collaboration with the Florida Department of Transportation and their Highway Beautification Grant, we have not only improved the aesthetics of the thoroughfare but also established a barrier between our residents and the high traffic volume of SR 860.

Drainage Improvements on NE 20th Lane: This project managed water runoff along NE 20th Lane from Highland Drive to NE 137th Street. It mitigated the potential flooding rise that could impact homeowners and residents within this area.

Washington Park Community Center: The city has moved forward with the preliminary design and engineering phase of the Washington Park Community Center. Project design plans were presented to the City Commission and subsequently received the green light to proceed.

The NMB Discovery Library, a hub of knowledge and learning, attracts approximately 850 daily visitors and up to 800,000 annually, including those attending special events. The library's mission is to inspire lifelong learning, promote success, and to provide access to knowledge and technology. It achieves this by offering dynamic educational and cultural opportunities that strengthen various community aspects, including education, culture, history, finance, technology, health, democracy, entrepreneurship, intergenerational relationships, and diversity.

Around 50% of the library's early literacy education program graduates have earned scholarships or gained admission to reputable school programs. In collaboration with Miami-Dade College, the library hosts classes on-site, making education more accessible and reducing travel time and costs for students. The library empowers the community by offering language skills, high school diplomas, Google and Entrepreneurial certifications, resume writing workshops, and computer workshops. It acts as a catalyst for new Americans, providing free access to Citizenship and TPS applications and instruction. It also offers early literacy classes, pre-school programs, supports third graders' and seniors' quality of life through intergenerational, life skill, health, arts, and cognitive programming. By equipping residents with the skills and knowledge necessary for professional development and a diverse job market, the library supports economic development. Entrepreneurs can access free meeting and working spaces as well as data research to boost their businesses.

The NMB Discovery Library encourages community engagement and offers cultural programming that fosters understanding and wellbeing. Collaborations with local art groups, cultural exchange groups, and community organizations strengthen community ties and provide opportunities to appreciate our diverse community. The library's partnerships also deliver programs focused on Art, STEM, Health, Legal Services, and academic success, promoting sustained growth and prosperity for the community while maintaining fiscal responsibility.

These achievements, which represent only a portion of our successes during FY22-23, have significantly impacted the City of North Miami Beach. We take pride in the collective effort that our Team NMB and partners have made to achieve exemplary outcomes in investing in our infrastructure and enhancing the quality of life for our residents and businesses. We eagerly anticipate continuing these efforts in the upcoming fiscal year.

Relevant Financial Policies

Fund Balance Policy

The city's fund balance policy, in accordance with GASB Statement No. 54, classifies fund balances into non-spendable, restricted, committed, assigned, and unassigned categories. The policy requires a minimum unassigned general fund balance of at least 10% of budgeted revenues. The city's commitment to consistently adding to fund reserves was upheld in the previous year, contributing to financial stability and flexibility.

Investment Policy

North Miami Beach administers a comprehensive cash management and investment program, aiming to maximize available cash for daily requirements while achieving the highest possible yields. This is done in compliance with Florida statutes and the city's investment policy, ensuring capital protection and optimal returns.

Millage Rate Policy

Adopted in fiscal year 2018, the millage rate policy sets parameters for adjusting the operating millage rate during the annual budget process. The policy ensures compliance with the Fund Balance Policy, providing rate stability and options for managing excess unassigned fund balance in the General Fund.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded North Miami Beach a Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023. This marks the thirty-third consecutive year the city has received this award, reflecting its commitment to transparency, accuracy, and excellence in financial reporting. The city's finance staff, along with auditors Caballero Fierman Llerena + Garcia, LLP, played a crucial role in achieving this recognition. The City Commission's guidance and support have been instrumental in maintaining responsible and progressive financial management. The city is confident that its current ACFR meets the GFOA's standards and is being submitted for another certificate.

Respectfully submitted,

Mario Diaz, City Manager

Sophia Taylor, Finance Director

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Exhibit 2 – RFP Publication Timeline for External Audit Services

Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES

City of North Miami Beach, FL
Finance

Time left: Bid has ended
Bid started: May 20, 2024 5:17:55 PM EDT
Bid ended: Bid Closed On Jul 15, 2024 3:00:00 PM EDT

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Issuing agency: City of North Miami Beach, FL See other Bids by this agency
Issuing department: Finance See other Bids by this department
Bid Comments: The City of North Miami Beach, Florida, is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2024, 2025, 2026, 2027, and 2028; and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports.

Annual audits shall be conducted for both the City of North Miami Beach ("City") and North Miami Beach Community Redevelopment Agency ("CRA"). Audits are to be performed in accordance with generally accepted auditing standards in the United States of America.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site).

Proposers please note: No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation.

The City of North Miami Beach reserves the right to waive any informality in any or all proposals and to reject any or all proposals.
Added on Jun 24, 2024:
The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provision are now in effect and remain unchanged.

A PRE-BID Meeting has been scheduled for June 27, 2024 @ 11:00AM (EST)

Join Zoom Meeting https://citynmb.zoom.us/j/88291946535?pwd=c4pN8ZkFG708cUkuZaC32NAOYpqjKw.1
Meeting ID: 882 9194 6535
Passcode: 536144

The Bid Closing Date has been changed to July 12, 2024 @ 3:00 PM (EST)

The Question & Answer section has been re-opened. NEW Question &

Answer Close Date: Tuesday, July 2, 2024 @ 3:00 PM
Added on Jul 5, 2024:
***ADDENDUM NO. 2: CHANGES, ADDITIONS, Q & A INCLUDING ATTACHMENT #1 & #2**
Added on Jul 10, 2024:
ADDENDUM NO. 3 - CHANGE: NEW BID CLOSE DATE: MONDAY, JULY 15, 2024 @ 3PM VIA BID SYNC
Added on Jul 11, 2024:
****CANCELED****:
Pre-bid conference for Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES.
Conference Details
Date: Jul 12, 2024 11:00:00 AM EDT
Location: ONLINE pre-bid conference for Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES.

Classification codes: View classification codes
Contract duration: 3 years
Contract renewal: 2 annual renewals
Prices good for: Not Applicable
Regions: Florida, Miami-dade

Please log in to see Bid details or to add this to My Bids. If you are not registered, please register for free.

Login Register now!

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(https://twitter.com/PeriscopeHldgs) (https://www.linkedin.com/company/periscope-holdings)

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Exhibit 3 – Resolution R2024-124 and Contract Approval

Legislation
11.5.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Shereece Depusoir, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	December 17, 2024

RE: Resolution No. R2024-124 External Audit Services (Shereece Depusoir, Chief Financial Officer)

Description

BACKGROUND ANALYSIS:

The City of North Miami Beach solicited the services of a qualified Independent Certified Public Accountant to audit the City's financial statements for the fiscal years ending September 30, 2024, 2025, 2026, 2027 and 2028 and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports for the subsequent two fiscal years.

On May 20, 2024, the City issued Request for Proposals No. RFP-24-018-SG ("RFP") for *"External Auditing Services";* for a five (5) year term.

Electronic notices were posted on the City's website and Bidsync.com, and notifications were sent to over 7,900 potential local and national vendors.

On July 15, 2024, three (3) responses were received from Marcum LLP, Anthony Brunson PA and Caballero Fierman Llerena & Garcia LLP.

RECOMMENDATION:

City Manager conducted his own due diligence concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, to negotiate an agreement with the first ranked respondent, and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be recommended for the City Commission consideration and approval.

FISCAL/ BUDGETARY

Exhibit 4 – Draft Agreement Sent to Auditor on February 5, 2025

Rahmani,Tarik

From:
Sent: Wednesday, February 5, 2025 5:16 PM
To: Ariza, Moises; Lopez, Branden
Cc:
Subject: RE: Predecessor Auditor Review - City of North Miami Beach
Attachments: NMB Professional Services Agreement - External Audit CBIZ.docx

Good afternoon Moises and Branden,

Attached is the latest Agreement draft, the CAO did not agree with removing Section 16.1, instead the language was amended…

16.1 This Agreement is non-exclusive. In the event of default, mismanagement, misconduct or non-compliance, the CITY retains the right to engage the services of additional third-party Consultants in a manner permitted under applicable law to perform the same or similar services provided by CONSULTANT under this Agreement.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From:
Sent: Tuesday, February 4, 2025 3:36 PM
To: Ariza, Moises <Moises.Ariza@cbiz.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Lopez, Branden <Branden.Lopez@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Yes I got some feedback about the non-exclusivity section, I'll send over.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Ariza, Moises <Moises.Ariza@cbiz.com>
Sent: Tuesday, February 4, 2025 3:26 PM
To:
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Lopez, Branden <Branden.Lopez@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Good afternoon Shereece – Hope all is well.

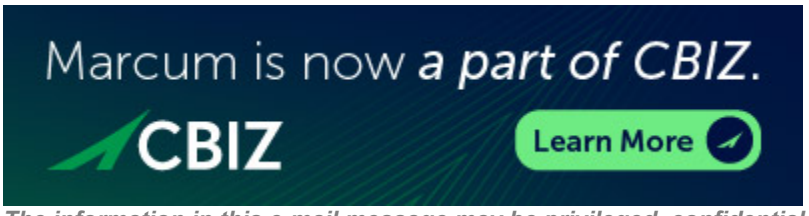
I know you spoke to Branden about a pending change. I just wanted to check in.

Talk soon,

Moe

Moises D. Ariza, CPA, CGMA
Managing Director, CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9612

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From:
Sent: Friday, January 31, 2025 9:55 AM
To: Lopez, Branden <Branden.Lopez@marcumllp.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>

Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach
Importance: High

Sender: shereece.george@citynmb.com from United States

Good morning Branden,

Please see the attached redlines from the CAO. Please advise if we need further discussion, if the redlines are ok we will send via Adobe for signature.

Section 12.1…
The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City, if such representation would pose a conflict with the interest of the City by compromising CONSULTANT's independence or ethical obligations.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 20, 2025 1:36 PM
To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>; Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon,

Hope you are all doing we. Thank you for your assistance. If you have any questions while reviewing the predecessor auditor letter don't hesitate to reach out. In the meantime, while the letter and contract are being reviewed, we scheduled time to meet with the predecessor auditor and perform the required review. Additionally, you will be receiving an email from INFLO which is our secure transfer portal. We use INFLO to transmit our audit request list and securely transmit the sensitive information during the audit. In advance of the contract process, we are sharing with you our audit request list.

Please let us know you availability to have a preliminary kick off meeting this Friday, January 24th. Once the time/date is confirmed, we will send a calendar invite with the call-in information.

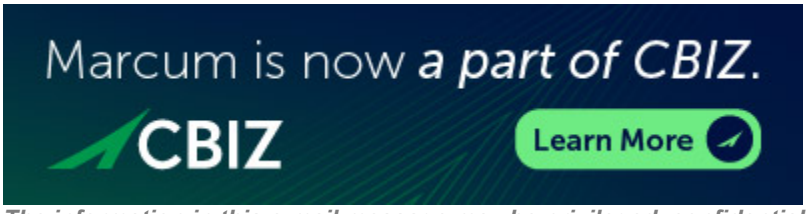
Thank you again for your help. We are looking to working with the City.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Friday, January 17, 2025 8:54 PM
To: Lopez, Branden <Branden.Lopez@marcumllp.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>; Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Brendan –Thank you for taking the lead on the predecessor auditor task.

We are working on the contract, and we will get back to you as soon as possible next week. Thanks. ---------Tarik

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 13, 2025 2:05 PM
To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Thank you both very much for your help. We have sent the letter to the predecessor auditor in order to schedule and complete the review. Once that is done, we can finalize the audit PBC list for your review. We will provide you an update as soon as we hear back from the firm.

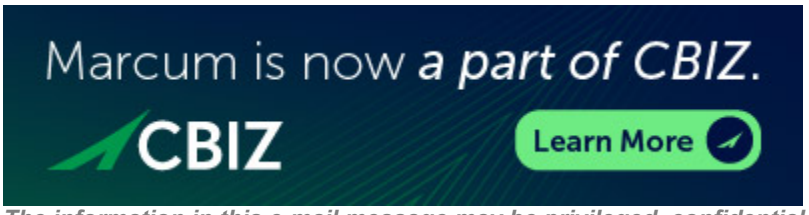
In regards to the contract, please let us know if you have any questions/comments.

Have a great rest of your day,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 1:25 PM
To: George,Shereece <Shereece.George@citynmb.com>; Lopez, Branden <Branden.Lopez@marcumllp.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Shereece –thank you.

Braden –let us know if you need anything from our end.

Thank you. ----Tarik

From: George,Shereece <Shereece.George@citynmb.com>
Sent: Monday, January 13, 2025 12:58 PM
To: Lopez, Branden <Branden.Lopez@cbiz.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hi Branden,

Please see the attached.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Wednesday, January 8, 2025 1:29 PM
To: George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon Shereece,

Hope all is well. As part of our audit, we are required to perform a predecessor auditor review of their files. Attached please find the request to release the information to the successor auditor letter. Please review this letter and place on City letterhead.

We want to make sure we stay on track and keep the momentum of the audit process going.

If you have any questions while reviewing, please don't hesitate to reach out. Thank you for the help.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131

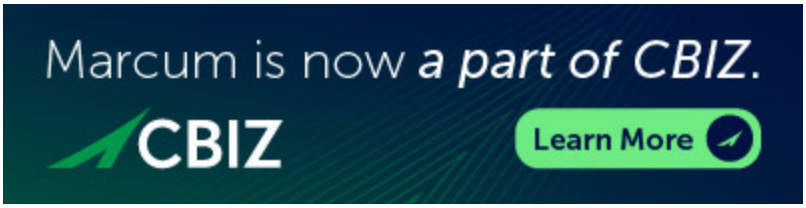

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Exhibit 5 – Fully Executed Contract with Marcum LLP

AGREEMENT FOR EXTERNAL AUDITING SERVICES
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND CBIZ CPA's P.C.

THIS AGREEMENT is made and entered into as of the 7 day of FEBRUARY 2025, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and CBIZ CPAs P.C. having an address at 1 SE Third Avenue, Suite 1100, Miami, FL 33131, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the CITY desires to engage the CONSULTANT to provide comprehensive External Auditing Services for the City of North Miami Beach, North Miami Beach Community Redevelopment Agency and The Children's Trust Grant Program; and be bound by the terms and conditions of the Request for Qualifications *"RFQ-24-018-SG External Auditing Services"* which includes the General Terms and Conditions, Special Conditions, Scope of Services and associated Addenda attached hereto and incorporation herein as Exhibit "A", and the assertions in CONSULTANT's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHERAS, Resolution No. 2024-124, authorizing the work to be performed by the CONTRACTOR was approved by the City Commission of the City of North Miami Beach (the "City Commission") at its December 17, 2024, City Commission meeting; and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the CITY in support of those expressed desires has submitted an "Engagement Letter" incorporated herein as Exhibit "C"; and

WHEREAS, the CONSULTANT agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of by each party and shall be in effect for a three (3) year period from the date of such full execution. The CITY may extend this contract for two (2) additional one (1) year periods at the same terms, conditions, and prices upon mutual agreement of both

VENDOR
CAO

The City of North Miami Beach

Exhibit 6 – Authorization Letter to Predecessor Auditor

City of North Miami Beach
Attn: Finance Department
17011 NE 19th Avenue
North Miami Beach, FL 33162

January 13, 2025

Caballero Fierman Llerena & Garcia LLP
Attn: Enrique Llerena, CPA
8950 SW 74th Court, Suite 1210
Miami, FL 33156

We have engaged CBIZ CPAs P.C., One SE Third Avenue, Suite 1100, Miami FL, 33131 to audit our financial statements for the fiscal year ended September 30, 2024. In connection with their audit, they would like to make inquiries and examine your workpapers for the audit of our financial statements for the fiscal year ended September 30, 2023. We hereby authorize you to respond fully and without limitation to their inquiries.

Please allow our auditors to copy any information needed from files related to our financial statements that they request (unless proprietary in nature) and bill us for the reproduction costs.

We have represented to our auditors that we are not involved with your firm in any disputes about accounting policies, auditing procedures, or similarly significant matters and that we have paid in full for all services rendered by you to date. You will be contacted by Moises D. Ariza, Shareholder (Moises.Ariza@cbiz.com) or Branden Lopez, Shareholder (Branden.Lopez@cbiz.com) of this audit firm concerning these matters.

Very truly yours,

Shereece George Depusoir
Chief Procurement Officer
City of North Miami Beach

Exhibit 7 – Successor Auditor Communication on Pending Kickoff and Authorization

Rahmani,Tarik

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 20, 2025 1:36 PM
To: Rahmani,Tarik; George,Shereece
Cc: Taylor,Sophia; Ariza, Moises; Diaz, Mario
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon,

Hope you are all doing we. Thank you for your assistance. If you have any questions while reviewing the predecessor auditor letter don't hesitate to reach out. In the meantime, while the letter and contract are being reviewed, we scheduled time to meet with the predecessor auditor and perform the required review. Additionally, you will be receiving an email from INFLO which is our secure transfer portal. We use INFLO to transmit our audit request list and securely transmit the sensitive information during the audit. In advance of the contract process, we are sharing with you our audit request list.

Please let us know you availability to have a preliminary kick off meeting this Friday, January 24th. Once the time/date is confirmed, we will send a calendar invite with the call-in information.

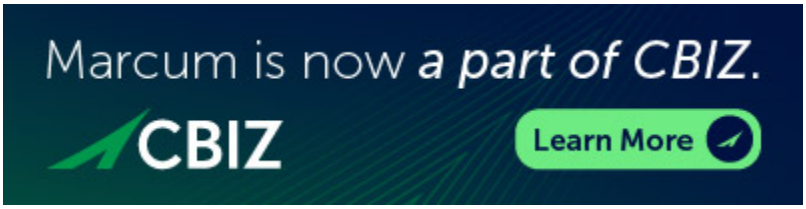
Thank you again for your help. We are looking to working with the City.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Friday, January 17, 2025 8:54 PM
To: Lopez, Branden <Branden.Lopez@marcumllp.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>; Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Brendan –Thank you for taking the lead on the predecessor auditor task.

We are working on the contract, and we will get back to you as soon as possible next week. Thanks. ---------Tarik

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 13, 2025 2:05 PM
To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Thank you both very much for your help. We have sent the letter to the predecessor auditor in order to schedule and complete the review. Once that is done, we can finalize the audit PBC list for your review. We will provide you an update as soon as we hear back from the firm.

In regards to the contract, please let us know if you have any questions/comments.

Have a great rest of your day,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

CBIZ

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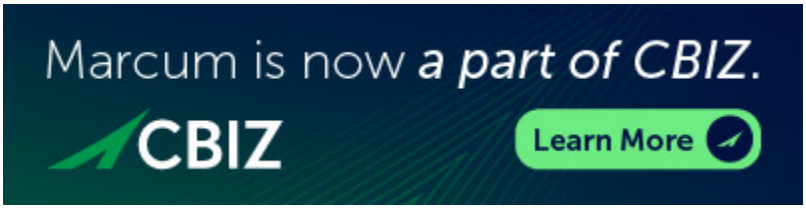

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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 1:25 PM
To: George,Shereece <Shereece.George@citynmb.com>; Lopez, Branden <Branden.Lopez@marcumllp.com>

Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Shereece –thank you.

Braden –let us know if you need anything from our end.

Thank you. ----Tarik

From: George,Shereece <Shereece.George@citynmb.com>
Sent: Monday, January 13, 2025 12:58 PM
To: Lopez, Branden <Branden.Lopez@cbiz.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hi Branden,

Please see the attached.

Thank you,

Shereece George Depusoir, ***CPPB, NIGP-CPP, CSCMP***
Chief Procurement Officer
City of North Miami Beach
Procurement Management Department
T (305) 948-2946, ext. 2629
Purchasing@citynmb.com

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Wednesday, January 8, 2025 1:29 PM
To: George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon Shereece,

Hope all is well. As part of our audit, we are required to perform a predecessor auditor review of their files. Attached please find the request to release the information to the successor auditor letter. Please review this letter and place on City letterhead.

We want to make sure we stay on track and keep the momentum of the audit process going.

If you have any questions while reviewing, please don't hesitate to reach out. Thank you for the help.

Regards,

Branden

Branden Lopez, CPA
Managing Director
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Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

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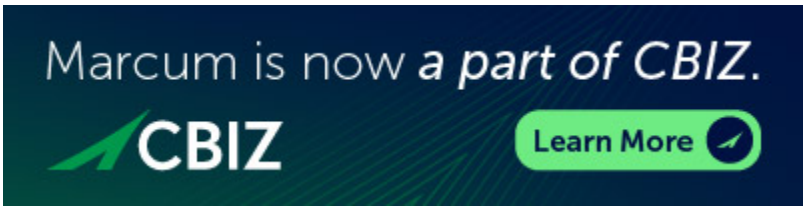

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Rahmani,Tarik

From: Taylor,Sophia
Sent: Monday, January 13, 2025 2:15 PM
To: Rahmani,Tarik; George,Shereece
Cc: Diaz, Mario
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hello Tarik,

I have been in communication to the Auditors (CBIZ) regarding the Audit kick-off meeting and Audit schedule; however, the kick-off meeting won't be effective if the Auditors have not yet reviewed the recent Audit files and complete the PBC list with references where necessary from previous audit. Yes, we are anxious to begin but we have work through the process before we can get started, especially since we are behind the eight ball. Once CBIZ reviews the files, which will be done with urgency when CFLG gives them the green light to do so. In addition to that, the City must finalize the contract, that is as important, if not more so, than reviewing the Audit files; when all this is done, we will have the kick-off meeting and hit the ground at full speed. I am staying on top of this and will let you know if there are any delays with us getting things moving forward quickly.

Regards,

Sophia Taylor, CPFO
Finance Department
T Direct Dial: 305-919-3717
T (305)787-6000 EXT 2713
Sophia.Taylor@Citynmb.com

From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 1:37 PM
To: Taylor,Sophia <Sophia.Taylor@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Thank you, Sophia.

Shereece signed and sent the letter to Branden today. We're now just waiting on the fully executed contract and PO. Can you please ask Branden to set up an in-person kickoff meeting at City Hall?

Thanks so much! -------Tarik

From: Taylor,Sophia <Sophia.Taylor@citynmb.com>
Sent: Monday, January 13, 2025 12:35 PM

To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hello Tarik,

This should be done as part of finalizing the Audit contract, Procurement will be sending the request to the predecessor Auditors to grant permission to CBIZ to review the files. I will follow up with Shereece shortly.

Thanks so much!

Sophia Taylor, CPFO
Finance Department
T Direct Dial: 305-919-3717
T (305)787-6000 EXT 2713
Sophia.Taylor@Citynmb.com

. I will follow up with

From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 9:54 AM
To: George,Shereece <Shereece.George@citynmb.com>; Taylor,Sophia <Sophia.Taylor@citynmb.com>
Cc: Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hi Sophia –Good morning and I hope you had a good weekend with family.

I am following up on Branden's email about the Predecessor Audit Review (below and attached). Can you confirm if this has been finalized and sent as requested? Also, once it's done, please confirm with Branden directly and copy me, so we're all aligned.

Thank you in advance for your help. ------Tarik

From: Lopez, Branden Branden.Lopez@cbiz.com
Sent: Wednesday, January 8, 2025 1:29 PM
To: George,Shereece Shereece.George@citynmb.com
Cc: Taylor,Sophia Sophia.Taylor@citynmb.com; Ariza, Moises Moises.Ariza@cbiz.com
Subject: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon Shereece,

Hope all is well. As part of our audit, we are required to perform a predecessor auditor review of their files. Attached please find the request to release the information to the successor auditor letter. Please review this letter and place on City letterhead.

We want to make sure we stay on track and keep the momentum of the audit process going.

If you have any questions while reviewing, please don't hesitate to reach out. Thank you for the help.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

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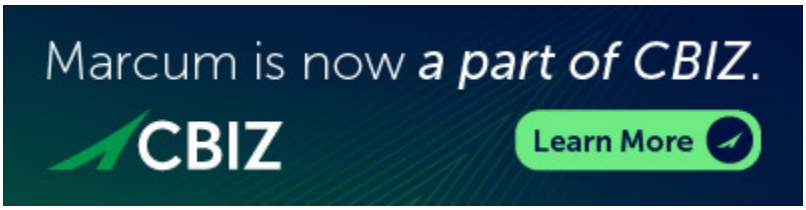

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MEMORANDUM

To: City of North Miami Beach Finance Department
From: CFLG
Subject: Recommendations for Audit Readiness
Date: May 15, 2025

Introduction:

CFLG has been contacted by the City of North Miami Beach (NMB) to assist in the financial close and reporting process in preparation for their upcoming external audit. CFLG identified various matters during the process of performing the duties associated with financial close and reporting assistance. While NMB has made strides in its financial management, several critical areas require improvement to ensure accurate reporting, compliance with standards (ex. GASB 87/96), and audit readiness. Below we detail the key issues and propose recommendations for improvement to address these challenges.

Key Areas of Concern and Specific Issues

- Reports and Functions Providing Data Requiring Reconciliation – System generated financial reports produce information that is inconsistent with the source data which could question the accuracy of financial statements and audit preparedness.
    - Issues Identified:
        - Accounts Payable report discrepancies with the Trial Balance due to voided checks.
        - Fixed Asset Detail list report mismatches with the Trial Balance when disposals occur.
        - Withhold Report lacks proper configuration to track current open retainage balances.
        - Accrued payroll function incorrectly records entries to Cash instead of Accrued Payroll Expenses.
    - Impact: These inconsistencies lead to errors in financial reporting, requiring manual adjustments while preparing supporting schedules for the auditor.
    - Recommendations:
        - Implement reconciliation checks within Munis to flag discrepancies between reports and the Trial Balance.

        - Enhance Withhold Report settings to include retainage balance tracking.
        - Reconfigure accrued payroll processes to route entries to the correct accounts.
        - Conduct monthly validation of Fixed Asset and Accounts Payable reports against the Trial Balance.
- Lack of Proper Processes for Financial Reporting and Closing – The absence of standardized processes for financial reporting and closing results in errors, delays, and non-compliance with accounting standards.
    - Issues Identified:
        - Inadequate review and maintenance of accounts, including:
            - Missing or unbalanced budgeted Transfers In/Out.
            - Failure to record adjustments for Prepaid Items and Inventory usage.
            - Commingling of Water and Sewer funds debt service funds (interest expenses in Fund 410 but liabilities in Funds 413/416).
            - Not reversing prior-year auditor-proposed accrual entries.
            - Compensated absence balances for over 200 former employees not reconciled/updated annually.
            - Fund balances not rolling forward correctly year-to-year.
            - Capital Outlay accounts not reversed with Suspense accounts for Business-type Funds.
            - Pension funds not reconciled to actuarial reports, tracked on a cash basis.
            - Unavailable revenues (prior and current year) not recognized at the fund level.
            - Missing accrued interest payable on long-term debt.
            - Accrued payroll improperly allocated, with entries affecting Cash.

        - Missing allocation of Ad Valorem to Debt Service funds as budgeted.
        - No accruals for post-year-end invoices related to capital projects.
        - Unreconciled Due From/To balances.
    - Lack of proper journal entry review prior to posting, leading to incorrect accounts, improper adjustments, or reversed debits/credits.
- Impact: These deficiencies increase the risk of material misstatements, non-compliance, and audit findings.
- Recommendations:
    - Develop and document a month-end and year-end closing checklist to ensure all accounts are reviewed and reconciled.
    - Establish a journal entry review process requiring secondary approval before posting.
    - Assign dedicated staff to perform annual cleanups of compensated absences and Due From/To balances.
    - Implement a reconciliation process for pension funds against actuarial reports.
    - Train staff on proper recognition of unavailable revenues, accrued interest, and capital project accruals.
    - Create a schedule to track and reverse auditor-proposed entries in the subsequent fiscal year.
- GASB 87/96 Compliance Issues – Improper configuration and lack of systems to track leases and subscriptions hinder compliance with GASB 87/96.
    - Issues Identified:
        - DebtBook improperly configured, with account structures preventing use of system-proposed adjusting journal entries (AJEs).
        - No centralized system to track all leases and subscriptions (short- and long-term) for GASB applicability.

        - Shifting vendor payments and expenses between funds annually for several leases/subscriptions.
    - Impact: Non-compliance with GASB standards risks audit findings and inaccurate financial reporting.
    - Recommendations:
        - Reconfigure DebtBook to align account structures with Munis and enable automated AJE generation.
        - Implement a centralized lease/subscription tracking system with clear documentation of terms and GASB applicability.
        - Standardize fund allocation for lease/subscription payments to prevent annual shifts.
- Delays in Government-Wide Related Items – Late finalization of key government-wide reporting components delays audit preparation.
    - Issues Identified:
        - GASB 68 (Pension) not finalized until March.
        - GASB 75 (OPEB) not finalized until early May.
        - Self-Insurance reporting not finalized until late April.
    - Impact: Delays compress the audit timeline, increasing errors and rushed processes.
    - Recommendations:
        - Establish earlier deadlines (January for GASB 68, February for GASB 75 and Self-Insurance) and assign accountability to responsible staff.
        - Coordinate with actuaries and third-party providers to expedite data delivery.
        - Conduct interim reviews of government-wide items to identify issues early.
- Contract Management in Munis – Incomplete or disorganized contract documentation in Munis hinders compliance and audit reviews.
    - Issues Identified:

        - Many leases/subscriptions lack signed contracts, relying on piggyback contracts, quotes, or miscellaneous documents.
        - Missing contracts for cell tower leases where the City is the lessor.
        - Unnecessary documents attached to contracts, requiring manual review to locate relevant files.
    - Impact: Missing or unclear documentation risks non-compliance and audit delays.
    - Recommendations:
        - Require signed contracts for all leases/subscriptions before recording in Munis.
        - Develop a standardized contract attachment protocol, limiting extraneous documents.
        - Create a master contract log to track all agreements, including lessor arrangements.
- Additional Operational Challenges – Beyond specific financial issues, operational inefficiencies also impact audit readiness challenges.
    - Issues Identified:
        - Convoluted Munis interface, requiring excessive clicks to access information or facing system limitations.
        - Lack of institutional knowledge on complex items (GASB 87/96, fund closings, allowance for doubtful accounts, financial statement preparation).
        - Rushed audit preparation leading to significant errors and delays.
        - Siloed departments with insufficient interdepartmental communication and review.
    - Impact: These issues reduce efficiency, increase errors, and hinder collaboration.
    - Recommendations:
        - Work with Munis support to streamline workflows and reduce navigation complexity.

- Implement regular training programs to build institutional knowledge on complex accounting topics.
- Establish a detailed audit preparation timeline starting six months prior to the audit, with clear milestones.
- Foster interdepartmental collaboration through monthly cross-departmental finance meetings to align processes.

Consent Agenda
9.29.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-136 Approving a Purchase Order for the Purchase and Installations of Workstations with Affordable Interior Systems (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving Purchase Order with Affordable Interior Systems, Inc.

Background

The City of North Miami Beach has identified the need to reconfigure the interior layout of the Public Service Administration (PSA) Building to accommodate additional workstations, enhance shared spaces and overall employee productivity. The current configuration does not provide sufficient capacity for incoming staff and limits the efficiency of daily operations.

Reconfiguring the space will create a cleaner, modern, and more functional work environment that supports collaboration, workflow efficiency, and employee performance. The addition of ergonomically designed workstations will provide staff with the tools and space needed to perform at their highest level, ultimately strengthening the City's ability to deliver high-quality public services to the community.

To address these operational needs, the City seeks to purchase and install new workstations, which will increase capacity, improve workflow, and support long-term operational goals. Affordable Interior Systems, Inc., under State of Florida Contract 56120000-24-NY-ACS Furniture, All Types, will provide and install the workstations in accordance with the City's requirements.

Recommendation

The Interim Public Works Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to issue a purchase order for the purchase and installation of workstations from Affordable Interior Systems, Inc in a budgeted not to exceed amount of $218,431.

Fiscal Impact

Requesting a Purchase Order for the allocated amount of 218,431, as approved in the adopted FY25 budget appropriation.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND AFFORDABLE INTERIOR SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF WORKSTATIONS IN A BUDGETED AMOUNT NOT TO EXCEED $218,431; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach, the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances (the "Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served; and

WHEREAS, the State of Florida awarded Contract No.56120000-24-NY-ACS *Furniture. All Types* to Affordable Interior Systems, Inc. ("AIS"), effective December 5, 2023, through December 1, 2028 *("Piggyback Contract")*; and

WHEREAS, the City of North Miami Beach has identified the need to reconfigure the interior layout of the Public Services Administration ("PSA") Building by adding new workstations to expand capacity for existing and incoming employees, enhance the functionality of shared spaces, and create a modern, efficient and professional work environment that enhances employee productivity and strengthens the City's ability to deliver high-quality public service to the community; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and award up to fifty thousand dollars ($50,000), and any expenditure above this amount needs to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order in a budgeted amount not to exceed $281,431 for the purchase and installations of workstations; and

WHEREAS, the Mayor and City Commission determine it is in the best interest of the City to approve a Purchase Order in a budgeted amount not to exceed $218,431 for purchase and installation of workstations from Affordable Interior Systems, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The price quote from Affordable Interior Systems, Inc., in substantially the form attached as Exhibit "A", in a budgeted amount not to exceed $218,431, for the purchase and installation of workstations for the PSA Building, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025.**

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: 860 - CIP
Primary Contact Name: Kerlyne McHenry
Primary Contact E-mail: kerlyne.Mchenry@citynmb.com
Secondary Contact Name: Gregory Christian
Secondary Contact E-mail: gregory.christian@citynmb.com
Department Phone: 305-948-2901
Department Fax: _____

Company Name: Affordable Interior Systems, Inc
Contact Name: Modesto Montemayor
Company Address: 25 Tucker Drive
Leominster, MA 01453
Company Phone: 786-263-1494
Company Fax: 978-562-0811
Company E-mail: modem@ais-inc.com
Vendor Registration #: 529743

Piggyback Contract Details

1. Contract Title: Alternate Contract Source (ACS) No. 56120000-24-NY-ACS

   a. Awarding Agency Department of Management Services **b.** Solicitation #_____

   c. Solicitation included? Yes ■ Awarded Letter included? Yes ■ Proposal/Quote from Company included? Yes ■

2. Description of the Scope of Service of This Contract: PSA Building Workstations Reconfigeration
3. Total Value of Contract: $ 218,430.38
4. Account Number(s): FY 25 471284-524620 FY _____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ■ No ❑ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ■
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ■
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter ❑ Proposal/Quote ☐

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	J.D. McGruder	5/16/25
Department Director:		
Finance Director:		
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)		
City Manager: (Purchases/Contracts up to $50,000.00)		

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

PROCUREMENT MANAGEMENT DEPARTMENT

FROM: Kerlyne McHenry _____ _____
Signature

Public Works _____ _____
Department **Date**

RE: PSA Building Workstation Reconfigeration Project

Fiscal Amount not to Exceed: $ 225,000 **Vendor #** 529743

Purpose (How does it align with City NMB Strategic Plan?):

The reconfigeration of the building spaces will provide more workstations for incoming employees that serve the public. It will also change the atmosphere for our employees to a more cleaner, fresher work area. It will provide areas for us to continue being a high performing city organization.

Background:

The current workstations in the PSA Building are fairly old. As we continue to grow, we will need to reconsolidate our building to make sure each employee, in their respective departments, are comfortable, provided with enough privacy and perform to their absolute best for the City.

Recommendation:

We recommend moving forward with the PSA Building Reconfigeration project.

Fiscal Impact / Account Number(s):

FY24-25 CITT2406 - CONSTRUCT - TRAFSTUDY - PSA - 471284-524620

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____
(Purchases/Contracts up to $50,000.00)

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review.

VENDOR # 529743
Req # 1364

PSA Building: 2 Floor

AIS

Quote

25 Tucker Drive
Leominster, MA 01453

Date	Estimate #
4/3/2025	4584

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

Terms	Project
Net 30	

Item	Description	Qty	Rate	Amount	Markup	Total
notes	All pricing reflects State of Florida Contract 56120000-24-NY-ACS discounts	1	0.00	0.00		0.00T
notes	Finishes are: Phantom Pearl laminate, Grey Value 1 paint, Amaze/platinum panel fabric, Gray Loop drawer pulls. Chairs have Grey frame, black graduated mesh back, Medley/Ebony seat fabric	1	0.00	0.00		0.00T
Workstations	AIS Divi Series 26 workstations and files per plans. - Second Floor Open Plan	1	487,212.00	487,212.00	-83.00%	82,826.04
Calibrate	AIS Calibrate Series overhead cabinet and bookcase	1	8,001.00	8,001.00	-81.50%	1,480.18
tables	T-RCR183029SQG 18d x 30w x 29h	1	1,559.00	1,559.00	-81.50%	288.41
Workstations	AIS Divi Series 8 workstations and files per plans - Room 136/116	1	125,396.00	125,396.00	-83.00%	21,317.32
Workstations	AIS Divi Series 17 workstations and files per plans - First Floor Open Plan	1	333,186.00	333,186.00	-83.00%	56,641.62
Workstations	AIS Divi Series workstations per plans - Permit Clerk's Front Office and adjacent office	1	43,040.00	43,040.00	-83.00%	7,316.80
Calibrate	AIS Calibrate Series tackboard X-WMTACK2078	1	983.00	983.00	-81.50%	181.85
tables	AIS Table Desk 30d x 72w	1	3,423.00	3,423.00	-81.50%	633.25

	Subtotal
	Sales Tax (6.0%)
	Total

Signature

Phone #	Fax #	E-mail
786-263-1494	978-562-0811	modem@ais-inc.com

received 4/7/25

AIS

25 Tucker Drive
Leominster, MA 01453

Quote

Date	Estimate #
4/3/2025	4584

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

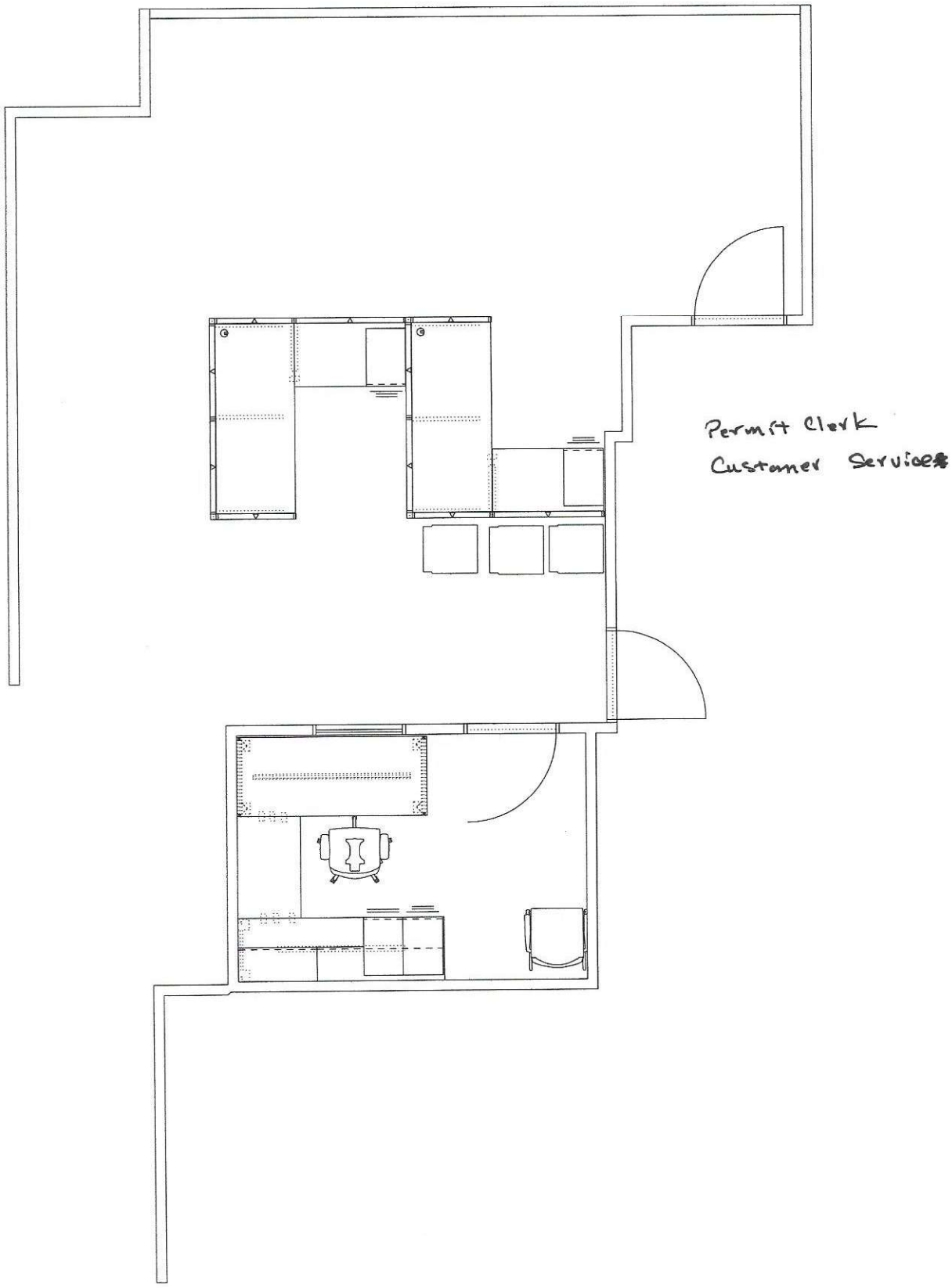
Terms	Project
Net 30	

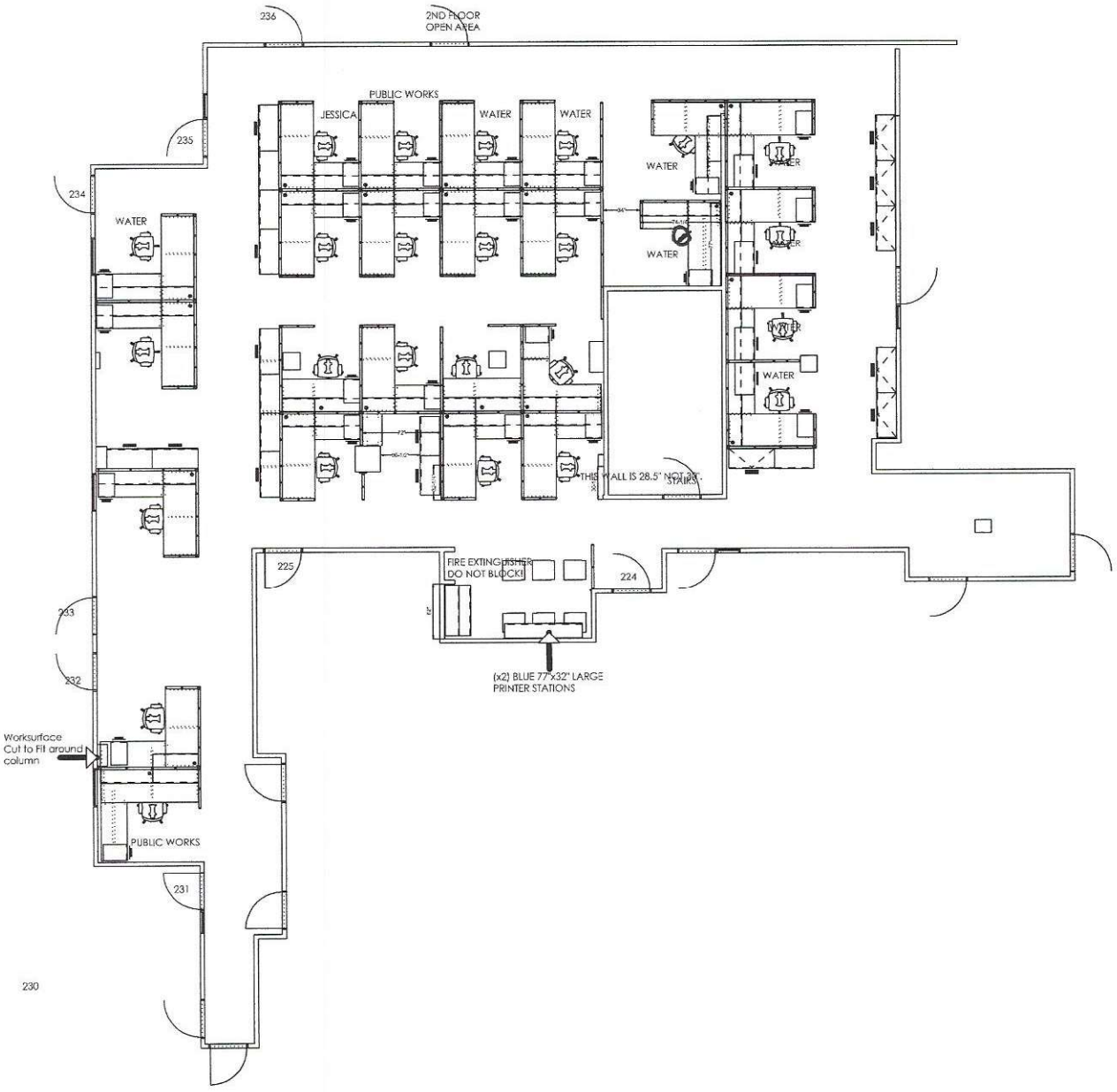
Item	Description	Qty	Rate	Amount	Markup	Total
4481C	AIS Bolton Series Task Chair, black graduated mesh back, grey frame, Medley/Ebony uph seat	43	1,098.00	47,214.00	-67.80%	15,202.91
Del/Install	Receive, deliver and install during normal business hours	1	21,489.00	21,489.00		21,489.00
Disassemble	Disassemble, and removal of existing workstations. Includes costs of disposal	1	11,053.00	11,053.00		11,053.00

Subtotal	$218,430.38
Sales Tax (6.0%)	$0.00
Total	$218,430.38

Signature _____

Phone #	Fax #	E-mail
786-263-1494	978-562-0811	modem@ais-inc.com


Permit Clerk
Customer Service


236
2ND FLOOR
OPEN AREA
PUBLIC WORKS
JESSICA
WATER
WATER
235
234
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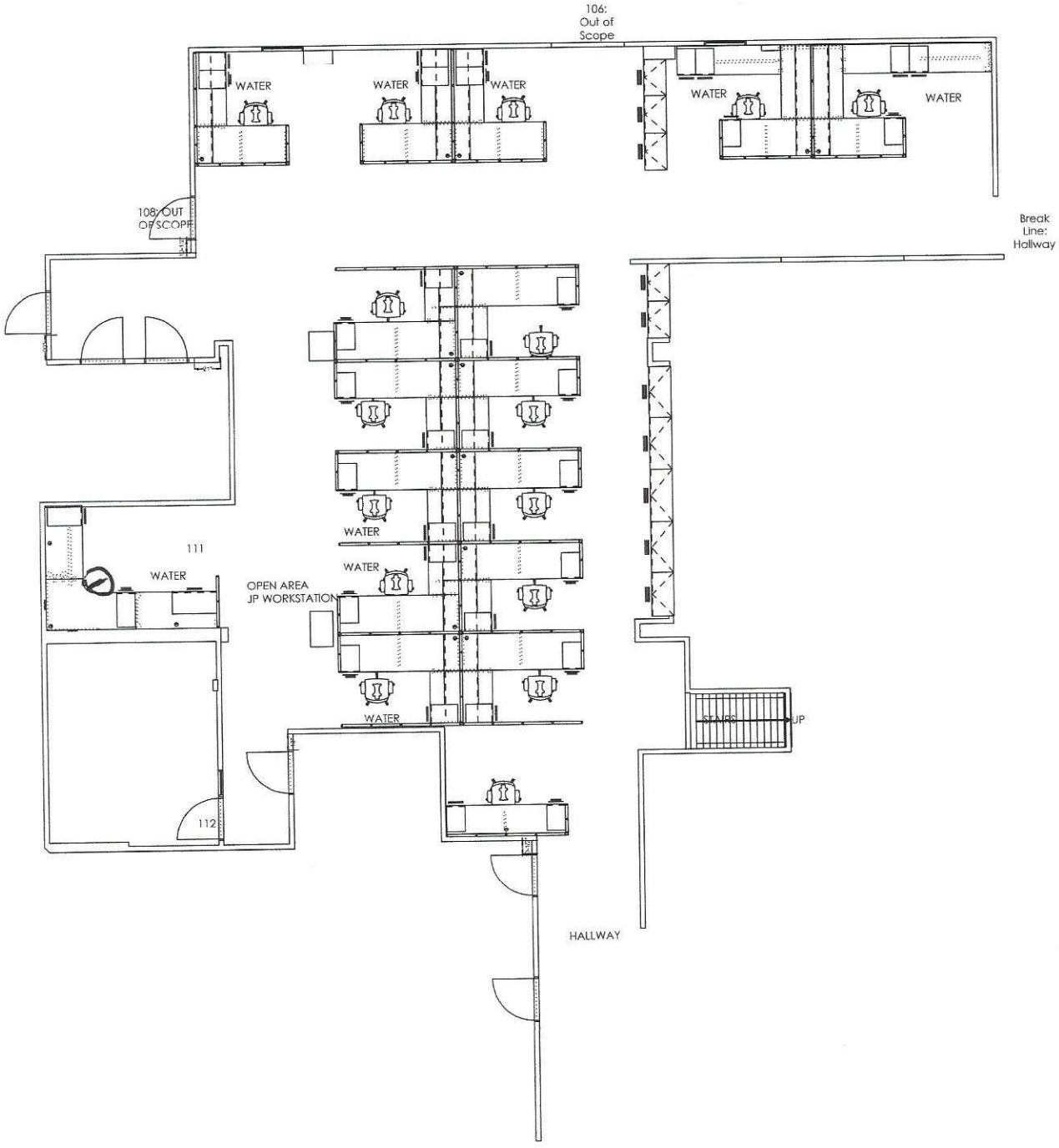
THIS WALL IS 28.5" NOT 30"
225
FIRE EXTINGUISHER
DO NOT BLOCK!
224
233
232
(x2) BLUE 77"x32" LARGE
PRINTER STATIONS
Worksurface
Cut to Fit around
column
PUBLIC WORKS
231
230


106:
Out of
Scope
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108: OUT
OF SCOPE
Break
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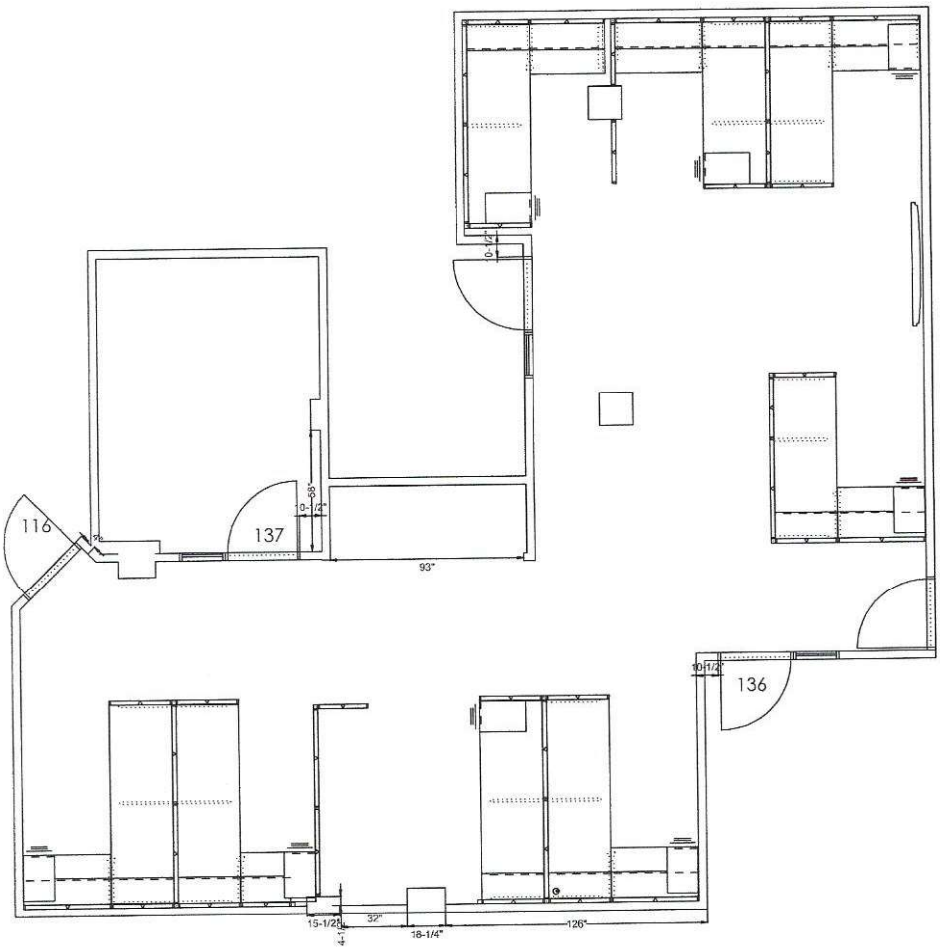
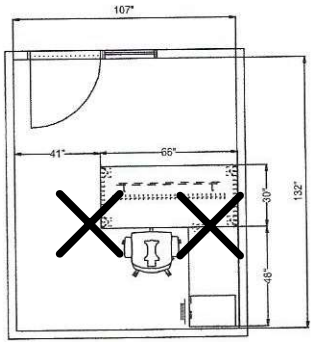
111
WATER
OPEN AREA
JP WORKSTATION
WATER
STAIRS
UP
112
HALLWAY


116
137
136
93"
10-1/2"
15-1/2"
32"
18-1/4"
126"


107"
41"
66"
30"
132"
48"

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Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Jasper Seating Company, Inc. (Contractor), located at 225 Clay Street, Jasper, IN 47546 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70219 Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on April 10, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

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reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Corrina Azard
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 410-0978
Email: Corrina.Azard@dms.fl.gov

Contractor's Contract Manager:
Kathy Vonderheide
Jasper Seating Company, Inc.
225 Clay Street
Jasper, IN 47546
Telephone: (800) 457-4511
Email: kvonderheide@jaspergroup.us.com

DocuSign Envelope ID: FF0EB690-8EF2-4F65-891B-A1D941E8BDD7

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

JASPER SEATING COMPANY, INC.

DocuSigned by:
Amanda Keithley
795A4627867340D...

Amanda Keithley,
Contract Administrator

4/16/2024 | 10:48 AM PDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C947139294994B5...

Pedro Allende, Secretary

4/22/2024 | 11:06 AM EDT

Date:

NOTICE TO AUTHORIZED USERS OF AWARD #23295 - Furniture, All Types (Except Hospital Room and Patient Handling)

This pricelist/catalog **may** contain items that are not within the Scope of the Contract Award and/or not within this Contractors approved furniture Categories. All Authorized Users are strongly encouraged to review the Scope of the Award and the Contractors Category Matrix prior to selecting items for purchase under the Contract. Per Solicitation Section 4.5 (D) - Procurement Instructions for Authorized Users: When placing orders under this Award, the Authorized User should follow and be familiar with the terms and conditions governing the Contract and are responsible for determining that the product(s) they intend to purchase fit within the scope of the Award.

References to other government contracts that may be included in a Contractor's pricelist/catalog, including any additional terms or conditions, are void under the OGS Award and should be disregarded. Only OGS' Terms and Conditions, including those within a Contractor's posted Contractor Information and Supplemental Information sheet, are valid under the Contract.

Additionally, Authorized Users are reminded that where discrepancies exist between Price List documents, the lowest price shall prevail (see Section 5.3 Price).

All orders must be placed with the Contractor, or the Contractor's OGS approved Authorized Reseller listed on the OGS website under the Award. Orders placed with a reseller not approved by OGS are not considered contract orders and therefore are not subject to the same terms and conditions of the OGS Award.

Authorized Users should contact the OGS Contract Manager listed on the Award with any questions pertaining to this pricelist/ catalog.

NYS Price List Effective 3/7/25

Consent Agenda
9.30.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-137 Approving a Purchase Order for the Purchase and Installation of Laboratory Furnishings with Southwest Solutions Group, Inc. (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

July 21, 2025

CITY COMMISSION STAFF REPORT
NMB Water Quality Laboratory

SUBJECT:
Motion to approve and authorize a piggyback procurement from Southwest Solutions Group, Inc for Laboratory Casework with Phenolic Resin Worksurfaces replacement and installation service, not to exceed $160,000.00 for the City's Water Treatment Plant's Water Quality Laboratory.

BACKGROUND:

The water quality laboratory is outfitted with modular lab casework which is designed to store equipment, chemicals, and samples, as well as provide a stable functional workspace for conducting water analysis. It ensures that hazardous materials are stored securely, equipment is readily accessible, and the workspace is designed to minimize risks. This is crucial for organization and efficiency in the laboratory environment.

The existing casework is old and shows signs of deterioration, which is inadequate for current operational needs and present safety concerns. This situation poses challenges to our ability to conduct microbiology testing efficiently and safely.

Upgrading to a modern, durable, ergonomically sound casework will enhance safety, improve efficiency, and support the needs of the laboratory

---

ANALYSIS:

The proposed casework upgrade will provide significant benefits that are essential for maintaining a modern, safe, and efficient work environment and ensure compliance with regulatory requirements.

Key benefits include:

- Enhance Safety
- Improve Efficiency and Organization
- Ergonomic Design and Flexibility
- Compliance and Durability

July 21, 2025

SCOPE OF PURCHASE:

Laboratory Casework with Phenolic Resin Worksurfaces

Supply and Delivery Charges: $116,000.00

Demolition of Existing Casework: $5,000.00

Consultation & Installation: $39,000.00

- Non-Mechanical Installation Only
- The quote is NOT based on Prevailing Wage or Union labor
- No Provisions Made for Electrical Connections
- No Provisions Made for Plumbing Connections
- No Provisions Made to Caulk Backsplash, Tops, Or Cabinets to the Wall
- Turn Over Electrical/Plumbing Fixtures to Owner for Installation
- Hoisting, If Necessary, Supplied by Others
- Remove Debris Left from Our Duties to the Job Site Dumpster
- Quote Based on Project in Finished Stage
- Quote Based on Owner Removing All Items from Work Area
- Additional Trip Charge Will Occur If Completed in Phases

FISCAL IMPACT:

Total Not to Exceed: $160,000.00

- **FY25 – 410904-533640 (Supply, Consultation, and Installation)**
- **FY25 – 410901-533420 (Shipping)**
-

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
410904-533640	$1,661,926.00	$928,315.81	$0.00	$160,000.00	$773,315.81

July 21, 2025

ATTACHMENTS:

- Southwest Solutions Group Quote
- Piggyback Cooperative Purchase Request Form
- Southwest Solutions Group COI

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND SOUTHWEST SOLUTIONS GROUP, INC., FOR THE PURCHASE AND INSTALLATION OF LABORATORY FURNISHINGS IN A BUDGETED AMOUNT NOT TO EXCEED $160,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Section 3-2.2 of the City of North Miami Beach Code of Ordinances ("Code") provides that the Chief Procurement Officer has the authority to join with other governmental entities in cooperative purchasing plans, when the best interests of the City would be served.

WHEREAS, the Cooperative Council of Government, an Equalis Group agency, awarded Contract #COG-2152P *Furniture Solutions with Related Products & Services* to Southwest Solutions Group, Inc. ("Southwest") effective January 1, 2024, through December 31, 2027 with one additional one-year renewal term *("Piggyback Contract")*; and

WHEREAS, the City's Water Quality Laboratory is currently outfitted with aging modular casework that shows signs of deterioration, creating operational inefficiencies and potential safety concerns that limit the laboratory's ability to effectively conduct microbiology testing; and

WHEREAS, upgrading to modern, durable, and ergonomically designed laboratory casework will enhance safety, improve efficiency and organization, ensure compliance with regulatory requirements, and provide a flexible and durable workspace that supports the long-term needs of the laboratory; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditure above this amount needs to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Purchase Order in a budgeted amount not to exceed $160,000 for the purchase and installations of laboratory casework; and

WHEREAS, the Mayor and City Commission determine it is in the best interest of the City to approve a Purchase Order in a budgeted amount not to exceed $160,000 for purchase and installation of laboratory casework from Southwest Solutions, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The price quote from Southwest Solutions, Inc., in substantially the form attached as Exhibit "A," in a budgeted amount not to exceed $160,000, for the purchase and installation of laboratory casework for the Water Quality Laboratory, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025.**

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: NMB Water
Primary Contact Name: Hamid Nikvan
Primary Contact E-mail: hamid.nikvan@citynmb.com
Secondary Contact Name: Valentina Ramirez
Secondary Contact E-mail: valentina.ramirez@citynmb.com
Department Phone: 305.770.5125
Department Fax: _____

Company Name: Southwest Solutions Group, Inc
Contact Name: Chris Morris
Company Address: 2535 E State HWY 121, Suite 110-B
Lewisville, TX 75056
Company Phone: 800.803.1083
Company E-mail: cmorris@southwestsolutions.com
Vendor Registration #: 529953

Piggyback Contract Details

Cooperative ☑ / Public Entity ☐

1. **Contract Title:** Furniture Solutions with Related Products & Services

   a. **Awarding Agency** CCOG with Equalis Group b. **Contract / Solicitation #** RFP COG-2152P

   c. **Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ■**

2. **Description of the Scope of Service of This Contract:** Laboratory Casework with Phenolic Resin Worksurfaces

3. **Total Value of Contract: $** 160,000.00

4. **Account Number(s): FY** 2025 410904-533640 **FY** 2025 410904-533420

Contract Verification Information

5. **Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑**

6. **Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑**

7. **Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ❑ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).**

Required Documents Checklist

Contract Explanation Memo ❑ **Solicitation ❑** **Award Letter/Executed Contract ❑**

Proposal/Quote ❑ **Renewal Letter ❑** **Risk Manager Approved Insurance Certificate ❑**

Grant Information *(only applicable if grant related purchase)*

8. **Provide details (expiration dates, special requirements, etc).** _____

9. **Will this require matching funds? Yes ❑ No ❑**

10. **Grant source?** _____ **Grant (dollar) amount?** _____

11. **Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.**

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 •

	Approved	Date
Form Prepared By:	Valentina Ramirez	07/17/2025
Department Director:	for HN Pedro Melo	7/18/2025
Finance Director:		
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)		
City Manager: (Purchases/Contracts up to $50,000.00)		

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

City Commission Meeting Date: _____ Approved Resolution No:_____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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City of North Miami Beach

PROCUREMENT MANAGEMENT DEPARTMENT

TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan for H PM — Director of NMB Water
Director — Title/Department

Signature — 07/16/2025
Date

RE: Laboratory Casework with Phenolic Resin Worksurfaces

Fiscal Amount not to Exceed: $160,000.00 **Vendor #** 529953

Purpose (How does it align with City NMB Strategic Plan?):

The purpose of this contract is to establish an agreement with Southwest Solutions Group, Inc. for Laboratory casework replacement and installation service as outlined in the attached quote. This contract supports the City's objective of investing in well planned, maintained and upgraded City infrastructure, technology, facilities and buildings.

Background:

The water quality laboratory is outfitted with lab casework which is designed to store equipment, chemicals, and samples, as well as provide a stable functional workspace for conducting water analysis. It ensures that hazardous material are stored securely, equipment is readily accessible, and the workspace is designed to minimize risks. This is crucial for organization and efficiency in the laboratory environment. The current casework is over twenty years old requires replacement due to deterioration and it will no longer meet current quality and safety standards.

Recommendation:

It is recommended that the contract be approved and established for normal operations to continue at the Norwood Water Treatment Plant and remain in compliance with regulatory drinking water standards.

Fiscal Impact / Account Number(s):

FY2025/410904-533640 / FY2025 410904-533420

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____
(Purchases/Contracts up to $50,000.00)

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review.

Southwest Solutions Group, Inc.
2535 E State Hwy 121
Suite 110-B
Lewisville, TX 75056
Phone: (800) 803-1083
Fax: (972) 250-2229
SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Budget # 155539

Date: June 5, 2025
Project # 134036

Not to Exceed Budget - Contact for Exact Price

BILL TO:

Valentina Ramirez
Norwood Water Treatment Plant
19150 NW 8th Ave
Miami Gardens, FL 33169

INSTALL TO:

Valentina Ramirez
Norwood Water Treatment Plant
19150 NW 8th Ave
Miami Gardens, FL 33169

SALESPERSON	BUDGET NAME	PAYMENT TERMS	LEAD TIME
Chris Morris (214) 878-6765 cmorris@southwestsolutions.com	**Norwood Water Treatment Plant Laboratory Casework**	Net 30 - Billable upon delivery, payment due in 30 days	12 to 14 weeks (after receipt of order)

Norwood Water Treatment Plant

LINE	DESCRIPTION	LINE TOTAL
1	**Laboratory Casework with Phenolic Resin Worksurfaces**	$155,000.00

Painted metal laboratory casework to match the preliminary design "Norwood Water Treatment Plant Preliminary Drawings - Southwest Solutions Group".

This is a preliminary budget for qualification purposes only.

A consultative site visit is included upon receipt of this order to verify all on-site measurements and to confirm that the casework is designed correctly. Any revisions made to the bill of materials after this visit is completed will affect the final investment and will require a change order.

Supply and Shipping Charges: $116,000.00

Consultation, Installation: $39,000.00

- Non-Mechanical Installation Only
- The quote is NOT based on Prevailing Wage or Union labor
- No Provisions Made for Electrical Connections
- No Provisions Made for Plumbing Connections
- No Provisions Made to Caulk Backsplash, Tops, Or Cabinets to the Wall
- Turn Over Electrical/Plumbing Fixtures to Owner for Installation
- Hoisting, If Necessary, Supplied by Others
- Remove Debris Left from Our Duties to the Job Site Dumpster
- Quote Based on Project in Finished Stage
- Quote Based on Owner Removing All Items from Work Area
- Additional Trip Charge Will Occur If Completed in Phases

Southwest Solutions Group, Inc.
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Lewisville, TX 75056
Phone: (800) 803-1083
Fax: (972) 250-2229
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Norwood Water Treatment Plant

LINE	DESCRIPTION	LINE TOTAL

The pricing listed above is in accordance with our Equalis Contract.

Orders are to be placed with:

Southwest Solutions Group
2535 East State Highway 121, Suite 110-B
Lewisville, TX 75056

To ensure timely processing of your order, please address the contract as shown above.

Equalis Contract No: COG-2152P
Lead Agency: CCOG

Not to Exceed Budget:	$155,000.00
Add sales tax if applicable:	$0.00
Not to Exceed Total Budget:	**$155,000.00**

1. **Once Not to Exceed Budget is approved, then please contact us for exact pricing.**
2. **Not to Exceed Budget is valid for 90 days. After 90 days, please add 6% annually to the budget to account for inflation.**

Financing options available. Click here to apply.

CABINETS

Cabinet Type: N/A

Color, Cabinet: To Be Determined

Color, Door/Drawer: To Be Determined

Pull Type: N/A — Color, Pull: N/A

Hinge Type: N/A — Locks: N/A

COUNTERTOPS & SINKS

Countertop Type: N/A

Top Thickness: N/A — Color, Top: N/A

Sink Material: N/A — Color, Sinks: N/A

Sink Type: N/A

FIXTURES

Fixtures: N/A

Fixture Color: N/A

Fixture Handles: N/A

FUME HOOD

Fume Hood Type: N/A

Color, Fume Hood: To Be Determined

Pre-Wired: N/A

Fume Hood Fixtures: N/A

Pre-Plumbed: N/A

Airfoil: N/A

Hood Alarm: N/A

Duct Collar Type: N/A

Duct Collar Size: N/A

PROJECT NAME & ADDRESS

PROJECT #:

DATE: 5/14/2025

SCALE: 3/8" = 1'-0"

Drawn By: NOAH NICHOLS

NUMBER	REVISION/ISSUE	DATE:

DRAWING APPROVAL CHECK APPROPRIATE BOX

☐ APPROVED AS SUBMITTED

☐ APPROVED, EXCEPT AS NOTED ON DRAWINGS

☐ REJECTED, SEE DRAWINGS FOR CHANGES AND RESUBMIT

SIGNATURE

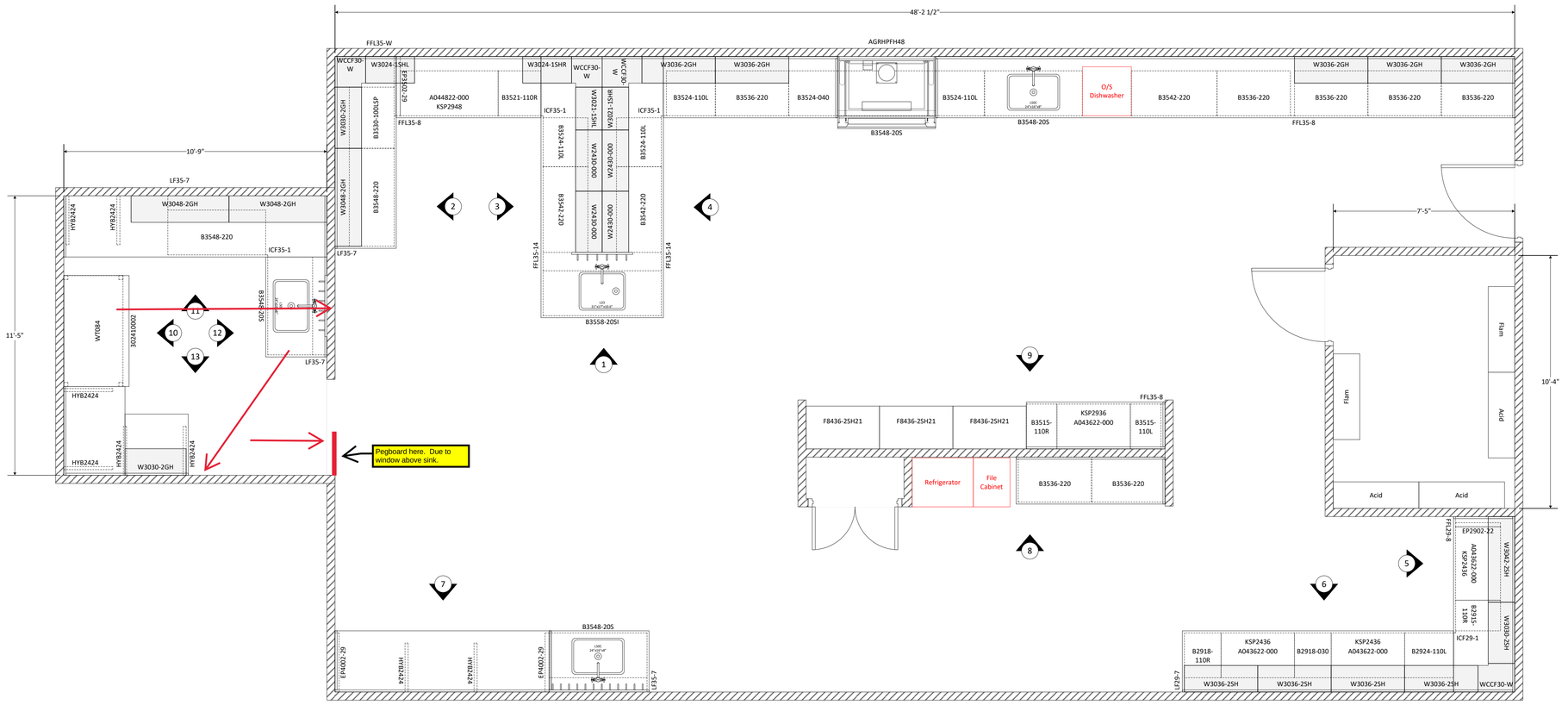
PRINT NAME

APPROVAL DATE:

SHEET NUMBER

1 OF 3

These plans are and remain the property of Southwest Solutions Group. They contain proprietary information that only Southwest Solutions Group may use. They should not be provided to any other person or firm that engages in engineering or construction work without the permission of Southwest Solutions Group.



PROJECT:	**PROJECT NAME & ADDRESS**	**General Notes**
DATE: 5/14/2025		
SCALE: 3/8" = 1'-0"		

No.	Revisions	Date	No.	Revisions	Date

DRAWN BY: NOAH NICHOLS

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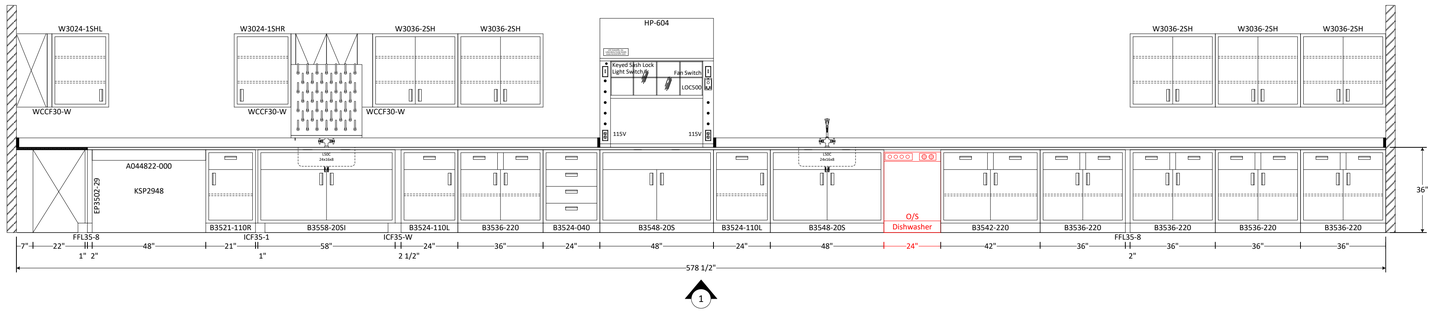
DRAWING NUMBER



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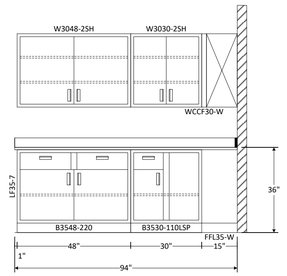

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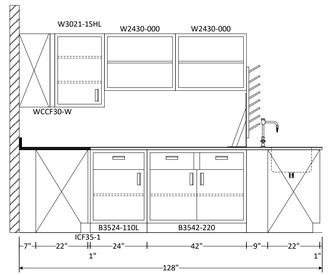

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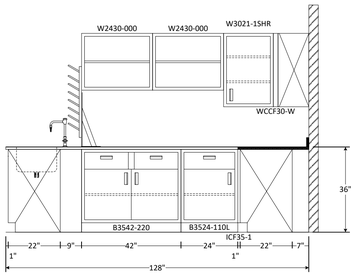

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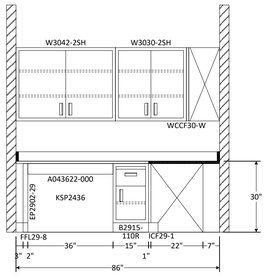

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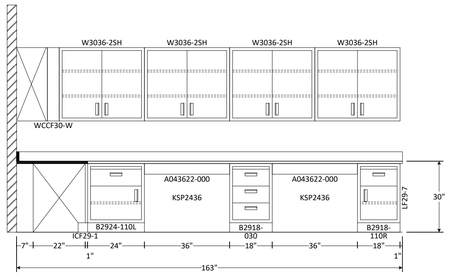

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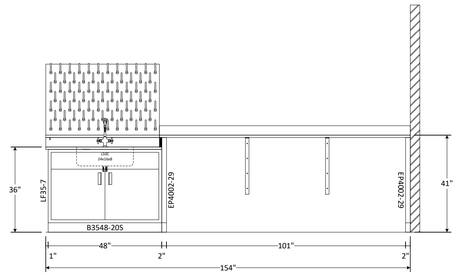

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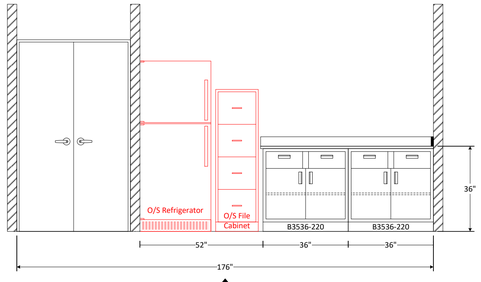

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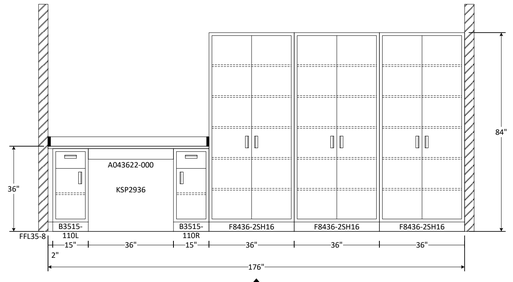

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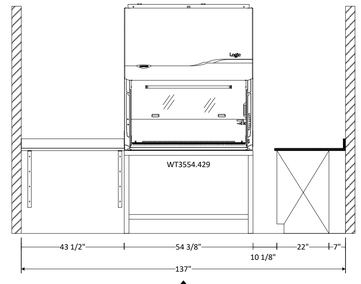

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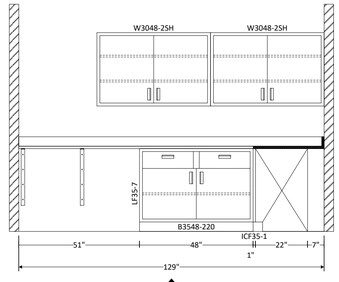

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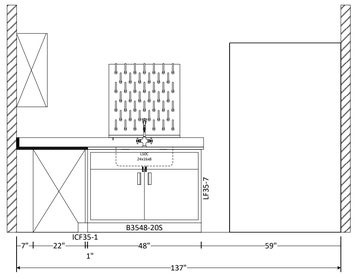

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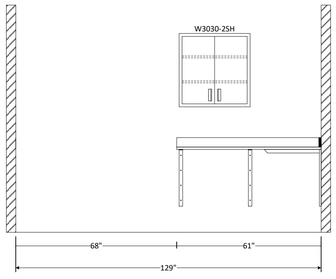

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PROJECT:

DATE: 5/14/2025

SCALE: 3/8" = 1'-0"

PROJECT NAME & ADDRESS

General Notes

No.	Revisions	Date	No.	Revisions	Date
				DRAWN BY: NOAH NICHOLS	

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DRAWING NUMBER

3 OF 3

General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Southwest Solutions Group ("**Winning Supplier**"), and Equalis Group, LLC ("**Equalis**" or "**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for furniture solutions with related products and services and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services ("**Customer Agreement**"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. **Pricing**

a. **Not-To-Exceed Pricing**. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. **Pricing Adjustments**. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."

2.5. **Formation of Contract**

a. **Respondent Contract Documents**. CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement**. This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification**. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment**. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence**.

1. General terms and conditions of Master Agreement;
2. Specifications and scope of work, as awarded;
3. Attachments and exhibits to the Master Agreement;
4. The solicitation and all attachments thereto; and
5. The Respondent's proposal and all attachments thereto.

2.6. **Confidentiality**.

a. **Obligation**. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers

with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. **Indemnification**. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. **Winning Supplier Insurance**. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of $1,000,000 per occurrence/$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. **Termination Rights**. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. **Effects of Termination**. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. **Audit of Winning Supplier**. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. **Force Majeure**. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. **Notices**. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices**. Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. **Waiver**. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. **Governing Law; Invalidity**. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. **No Third-Party Beneficiaries; Survival of Representations**. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. **Execution in Counterparts**. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. **Nondiscrimination & Intimidation**.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any

employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

(*The rest of this page in intentionally left blank*)

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Quasi-Judicial Legislation
10.1.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Zafar Ahmed, Community Development Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-138 Consideration for a Conditional Use Application for Mint Dispensary Located at 16719 NE 6th Avenue (Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- 3D Massing
- Application
- 3D Renderings
- Architectural Drawings

- Design Statement
- FDOT - Sight Triangle
- FDOT Meeting Minutes
- Fire Flow Test Results
- Fire Hydrant Flow Test
- Letter of Intent
- Photometric Plan
- Property Mailing Notification Letter
- Survey
- Traffic Study

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONDITIONAL USE APPLICATION, WITH CONDITIONS, FOR THE BUSINESS USE OPERATION OF A MEDICAL MARIJUANA DISPENSARY AND TREATMENT CENTER LOCATED AT 16719 NE 6th AVENUE; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") Code of Ordinances, Chapter 24, "Zoning and Land Development Code" (the "ZLDC"), Article XV, "Other Development Review Procedures," Section 24-172, "Site Plan Review" provides that site plan approval is required for new developments, any significant shift in the type of land use that involves major interior alteration, and any change in required parking or other similar impact determined to be significant by the Community Development Director; and

WHEREAS, Cristin Peacock ("Peacock Architects"), authorized agent on behalf of Phoenix Health LLC (the "Applicant"), request for conditional use approval for the business use operation for a medical marijuana dispensary and treatment center. The existing 1-story commercial building will undergo interior and exterior renovations to create a more efficient layout that accommodates staff workflow and customer experience. No modifications will be made to the existing parking spaces, and building footprint located at 16719 NE 6th Avenue; and

WHEREAS, Section 24-175 of the ZLDC as part of the Conditional Use Review Standards states that the intended use will be compatible with the existing natural environment and other properties within the neighborhood; and

WHEREAS, Section 24-175 of the ZLDC as part of the Conditional Use expiration. A Business Tax Receipt must be obtained within one (1) year of the issuance of a certificate of occupancy or within one (1) year of conditional use approval, whichever is longer. This may be extended administratively for good cause for one six (6) month period by the City Manager or designee. This period may be extended by the Mayor and City Council for good cause; and

WHEREAS, after a duly noticed public hearing held on **July 14, 2025,** the Planning and Zoning Board by a vote of **6 to 0**, recommended approval of the Conditional Use application, subject to the conditions set forth and included below in Section 2; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with the law; and

WHEREAS, the Mayor and City Commission find that the proposed Conditional Use application is consistent with the North Miami Beach Comprehensive Plan and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. **Decision.** Pursuant to Section 24-172 and Section 24-175 of the Zoning and Land Development Code, the following site plan and floor plan attached are referenced as Exhibit "B," and Exhibit "C," which includes existing site conditions, floor layout and proposed interior enhancements for the medical dispensary use with existing parking spaces, on a 2.9-acre parcel, legally described in Exhibit "A," is hereby approved, subject to the following conditions:

Project Conditions:

The conditions of approval for this site plan are binding on the Applicant, the property owners, operators, and all successors in interest.

1. Prior to Building Permit submittal, the applicant shall provide new dumpster enclosures and mechanical equipment screening for the new A/C units.

2. As of June 1st, 2022, Solid Waste Service Agreement is to be established with the City contracted waste hauler (Coastal Waste & Recycling).

3. New on-site drainage within the parking lot shall be included for review at the time of permit submittal.

4. The applicant is required to submit a signed and sealed pavement, marking and signage plan at the time of permitting.

5. The applicant is required to provide a copy of the Miami-Dade County Fire Department (MDFR) approval.

General Conditions:

1. Prior to issuance of any Master Building Permit, the Applicant shall execute a covenant running with the land, binding upon its heirs, successors, and assigns, subject to the approval of the City Attorney, which shall be recorded in the public records of Miami- Dade County, Florida, at Applicant's sole expense, containing all of the conditions and provisions required by this Resolution. This recorded covenant may be amended from time to time and shall be re-recorded after each amendment at the Applicant's sole expense, subject to the approval of the City Attorney
2. Construction of the proposed project shall be in conformance with the following certified plans signed by the Community Development Director on file with the

City of North Miami Beach Community Development Department Planning & Zoning Division with file number 23-09.

3. Prior to the issuance of the Master Building Permit, the Applicant shall submit a Site Management Plan and a Temporary Construction Fencing plan pursuant to Section 16-5 of the North Miami Beach Code of Ordinances.
4. All representations proffered by the Applicant's representatives as a part of the application review at the Planning and Zoning Board and City Commission public hearings.
5. Substantial modifications to the plans submitted and approved as part of the application may require the Applicant to return to the Planning and Zoning Board and Mayor and City Commission for approval. Insubstantial changes shall include proportionate reductions in residential units and parking spaces by less than 5% of the total proposed project, changes that do not alter the project by more than 5% of lot coverage, setbacks, height, density and intensity calculations so long as the proposed amendment does not cause an increase in the number of average daily trips; does not alter the location of any points of ingress, egress, access and vehicular and pedestrian patterns to the site; and does not violate any condition placed upon the site plan as originally approved. Insubstantial changes may be administratively approved by the City Manager or designee. Any de minimis amendments to the plans or site plans which cannot be resolved administratively shall be returned to the Mayor and City Commission for a formal review. However, under no circumstances may any plans, site plans, building, structure, or project be administratively altered by more than 5% lot coverage, setbacks, height limitations, as well as density or intensity calculations set forth in a previously approved site plan.
6. The Applicant shall remove all public hearing signage no later than 48 hours after the final public hearing by the City Commission for the development project.
7. No later than 90 days following the final City Commission approval, the Applicant shall enter into an agreement with the City to defend, indemnify and hold harmless (using legal counsel acceptable to the City) the City, its agents, servants, and employees, from and against any loss, cost, expense, claim, demand or cause of action of whatever kind or nature arising out of or related to any act or omission related to the variances and for which the City, its agents, servants, or employees, are alleged to be liable or charged with such expense. The Applicant shall pay all costs and expenses related to any legal defense required by the City pursuant to the foregoing.
8. The Applicant shall comply with all applicable conditions and permit requirements of the Miami-Dade County Fire Department, the Water, and Sewer

Department, and Department of Regulatory and Economic Resources, the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT) and any other applicable regulatory agency.

9. The words "Aventura", "Miami Beach," and "Sunny Isles Beach" shall not be used by the applicant immediately preceding or following the Project name. The words “Aventura”, "Miami Beach" and "Sunny Isles Beach" shall not be part of the website address for the Project. References in the marketing materials to nearby communities shall be limited to descriptions of entertainment, shopping or dining locations, or other landmarks; the Applicant shall identify the Project as being in the City of North Miami Beach, Florida.
10. The Applicant shall post a sign on-site providing contact information in case of any complaint or concern during construction. The sign shall be removed upon the earlier of the City’s issuance of a temporary or full Certificate of Occupancy.
11. The Applicant must join the NMBPD Trespass After Warning Program, provide the NMBPD with access to the property at all times, and a safety plan; participate in the NMBPD Rapid Response Training Program; link the alarm systems directly to the NMBPD; and keep former employee information on file after the termination of employment.
12. The Applicant, its successors, and assigns shall comply with all City ordinances applicable to development and permit approvals at the time of the approval of the Resolution, and in the event the Master Building Permit expires, all approvals and prior fees paid, shall be subject to forfeiture. This shall not be applied to the City of North Miami Beach impact fees paid, which would not be refunded but would be credited to the property for any subsequent development.
13. The Applicant shall obtain a Certificate of Occupancy and Certificate of Use from the City upon compliance with all terms and conditions. The Certificate of Use shall be subject to review upon violation of any of the conditions, in accordance with the law.
14. Upon issuance of a hurricane warning by the National Weather Service or similar agency, all removable items from pool decks, roof decks, and other outdoor spaces shall be immediately removed and secured.

Section 3. **Findings of Fact.** The Mayor and City Commission make the following FINDINGS OF FACT based upon the substantial competent evidence provided:

The conditional use request for the proposed business operation complies with the Conditional Use Review Standards set forth in Section 24-175(B) of the Code of Ordinances of the City of North Miami Beach. The approval of the

requested conditional use will not be adverse to the public interest or harmful to the community. Furthermore, the proposed use is consistent with surrounding land uses and aligns with the overall objectives and intent of the applicable zoning and land use regulations.

Section 4. Time for Building Permit. Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the site plan shall remain valid for a period of 18 months from the date of approval with a master building permit issuance required, unless extended pursuant to ZLDC Section 24-172 (I), or applicable State Law. If a master building permit is not issued prior to the expiration of the resolution, the site plan approval, including any development right entitlements and any subsequent phasing, shall be considered null and void. If a site plan expires, a new submittal shall be required with board approvals. Minor site plan modifications which do not require board approvals would still be required to adhere to the original site plan approval expiration date. Major site plan modifications which require board approvals will receive a new 18- month period starting from the date of the modified final site plan approval. Additionally, if at any time a building permit lapses, the site plan, including all phases thereof, shall be considered null and void.

Section 5. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 6. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of _____, 2025**.

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH, ESQ.
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By:

QUASI JUDICIAL:

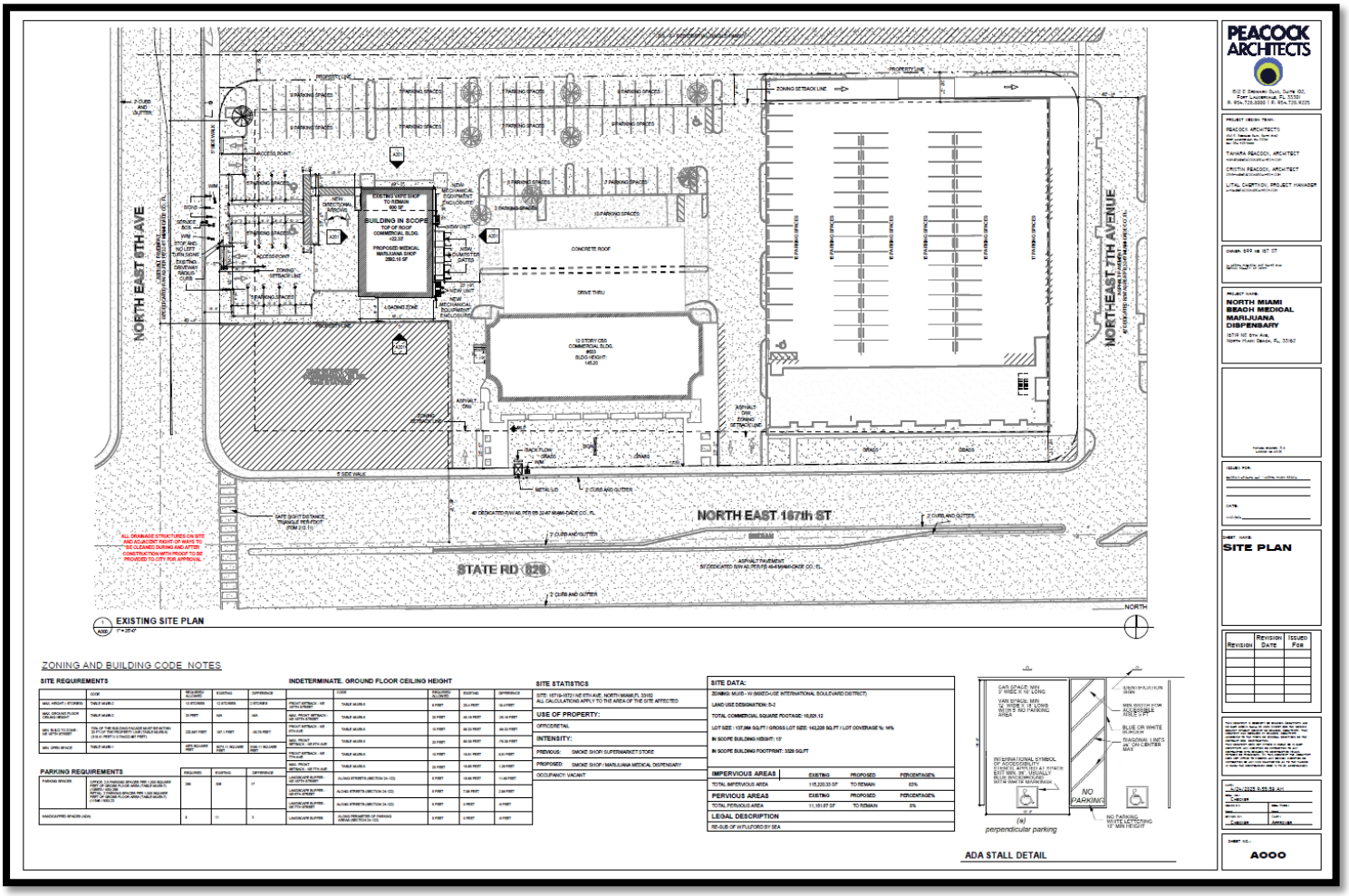
COMMISSIONERS	**YES**	**NO**	**ABSTAIN**	**ABSENT**
Mayor Michael Joseph				
Vice Mayor Jay R. Chernoff				
Commissioner Phyllis Smith				
Commissioner Daniela Jean				
Commissioner McKenzie Fleurimond				
Commissioner Lynn Su				
Commissioner Fortuna Smukler				

Exhibit "A"
LEGAL DESCRIPTION

Folio: 07-2207-013-0010

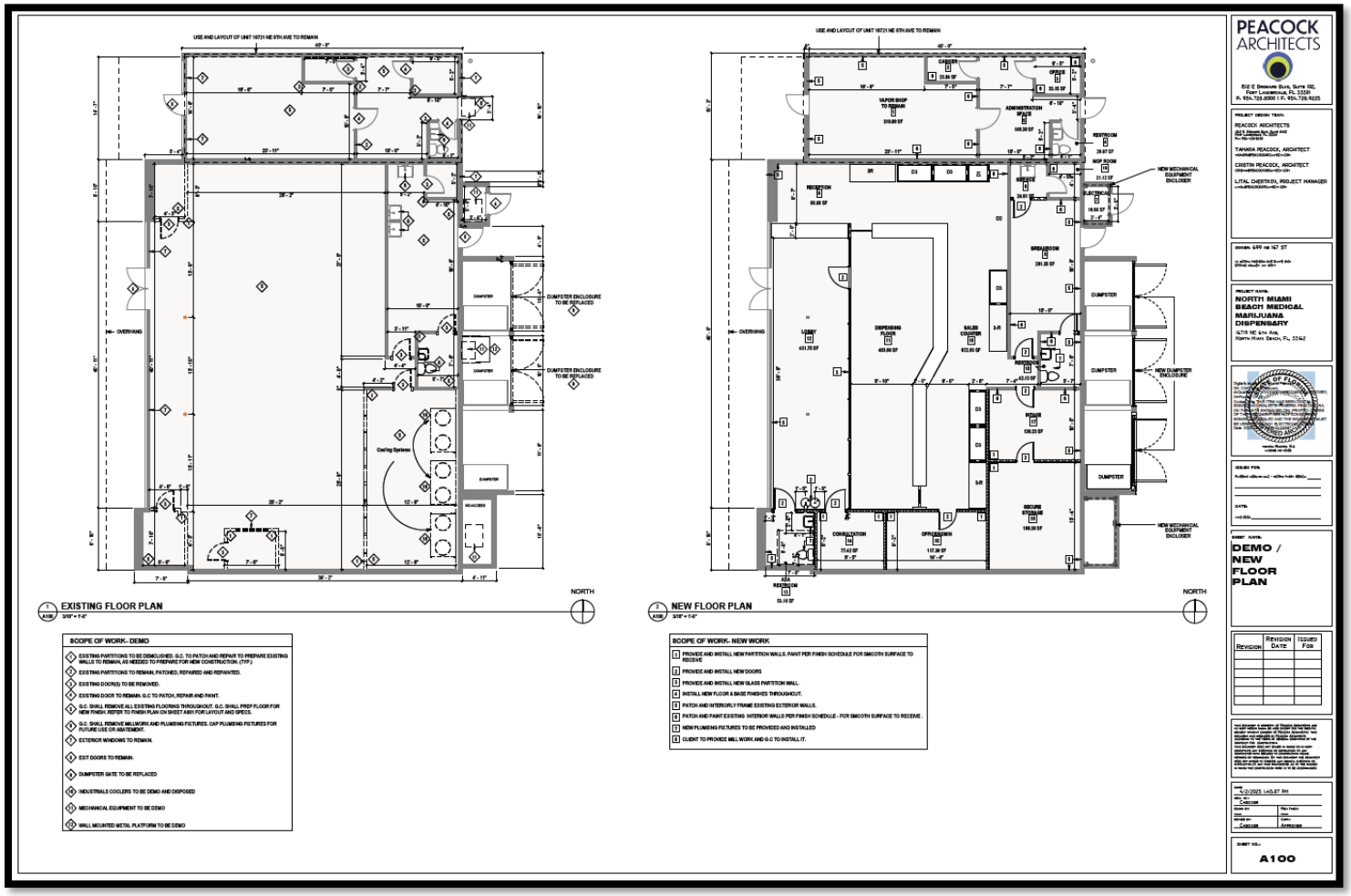
RE-SUB OF W FULFORD BY SEA, PB 32-67
, TRACT 6 LESS S110FT OF W155FT &, LESS S10FT & S20FT OF COLIGNY WAY, LYG N & ADJ , LOT SIZE 126382 SQUARE FEET, OR 23333-2570 02 2005 1, COC 25545-3806 03 2007 1

Exhibit "B"
SITE PLAN



RESOLUTION NO. 2025-XX

Exhibit "C"
FLOOR PLAN



RESOLUTION NO. 2025-XX

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

City Commission Staff Report		
Meeting Date: 9/08/2025	**Project File No:** 24-38	**Application Name:** Mint Dispensary Conditional Use Request

General Data

Applicant: Cristin Peacock, authorized agent for Phoenix Health LLC
Property Owner: 633 NE 167 LLC
Property Address: 16719 NE 6th Avenue
Folio Number: 07-2207-013-0010
Lot Size: 126,382 sq. ft (2.90 acres)
FLUM: Mixed-Use International Blvd West (MU/IB)
Zoning District: Mixed-Use International Blvd West (MU/IB)
Sub-District: Transition Sub-District
Adjacent Zoning Districts:

- **North**: RS-3
- **South**: BU-1 (Miami-Dade County)
- **East**: MU/IB
- **West**: MU/IB

Existing Land Use: Commercial
Existing Building Area: 3,192.18 sq. ft.

The item before the Board:
The item before the Mayor and City Commission is a request for Conditional Use approval for the business use operation of a medical marijuana dispensary and treatment center. The existing 1-story commercial building will undergo interior and exterior renovations for the intended use.

City Commission Motion:

1. **Move to approval** of the Conditional Use Application (File# 24-38) requested for a medical marijuana dispensary and treatment center located at 16719 NE 6th Avenue, by finding that the request is consistent with the Comprehensive Plan and meets the criteria set forth in the Zoning and Land Development Code.

2. **Move to denial** of the Conditional Use Application (File# 24-38) requested for a medical marijuana dispensary and treatment center located at 16719 NE 6th Avenue, by finding that the request is inconsistent with the Comprehensive Plan and doesn't meet the criteria set forth in the Zoning and Land Development Code.

3. **Move to continue** with direction.

Project Planner:	Project Review Dates:	Submittal Attachments
Daniel Lozandier Senior Planner Community Development Department Planning & Zoning Division	Planning & Zoning Board: July 14, 2025 City Commission: September 8,2025	1. Staff Report 2. Draft Resolution 3. Application 4. Letter of Intent 5. Architectural Plans 6. Building Elevation 7. Landscape Plan 8. Survey 9. Traffic Statement

Project Conditions:

The conditions of approval for this Conditional Use request are binding on the Applicant, the property owners, operators, and all successors in interest.

1. Prior to Building Permit submittal, the applicant shall provide new dumpster enclosures and mechanical equipment screening for the new A/C units.

2. As of June 1st, 2022, Solid Waste Service Agreement is to be established with the City contracted waste hauler (Coastal Waste & Recycling).

3. New on-site drainage within the parking lot shall be included for review at the time of permit submittal.

4. The applicant is required to submit a signed and sealed pavement, marking and signage plan at the time of permitting.

5. The applicant is required to provide a copy of the Miami-Dade County Fire Department (MDFR) approval.

Planning & Zoning Board History:

After a duly noticed public hearing held on July 14, 2025, the Planning and Zoning Board, by a **vote of 6 to 0, recommended approval** of the Conditional Use Application file #24-38.

Background:

The property is an existing vacant commercial building, which was previously operated as “Stop-N-Save” convenience store. The proposed project will include a Medical Marijuana Treatment Center Dispensary at 16719 NE 6th Avenue, The facility will provide high-quality medical cannabis products to registered patients in a secure, professional setting. In addition to retail operations, the center will promote wellness through patient education and support North Miami Beach’s broader healthcare and accessibility goals. Significant renovations will bring the building into compliance with current building codes and safety regulations.

All improvements will prioritize safety, accessibility, and sustainability. The design will ensure full ADA compliance and reflect a commitment to operational excellence and community well-being. The intent is to provide a secure, efficient, and adaptable facility tailored to the City’s development goals.

Architectural Design Concept

The renovation will involve a complete interior redesign to improve space utilization, staff workflow, and customer experience. Key upgrades include:

- Reconfiguration of interior walls for better flow and functionality
- Modernization of electrical, mechanical, and plumbing systems with energy-efficient solutions
- Replacement of the deteriorated roof with durable, weather-resistant materials
- Full exterior enhancements including new paint, signage, and façade improvements to create a clean and welcoming appearance

Existing Site Conditions:

Proposed 3D Rendering of Building Improvement:

Site Plan Analysis:

Compliance with the Zoning and Land Development Regulations (ZLDC):
Items identified in the Land Development Regulations shall specifically be addressed by the body taking final action on the site and development application/request.

Section 24-58.8 International Boulevard District (MU-IB)
(A) *Purpose and Intent*. The purpose of these regulations is to implement the standards and policies that guide the development of the International Boulevard District (MU-IB). The intent of these regulations is to enable a pedestrian scaled, transit accessible pattern of mixed-use development along the NE 167th Street/NE 163rd Street Corridor, between North Miami Avenue east to NE 21st Avenue. Development patterns shall generally reflect planning and design principles such as walkable neighborhoods oriented around the five-minute walk. Additionally, there shall be a primary orientation towards the corridor, with strong consideration taken towards creating an identifiable sense of place that establishes this corridor as an attractive option for development that improves the City and provides additional options for residents to live, work and play. This purpose will be fulfilled by:

(1) Ensuring high quality, architecturally compatible, consistently landscaped development throughout the District
(2) Ensuring that new development or redevelopment projects enhance the visual character of the NE 167th/163rd Street Corridor in terms of massing and scale
(3) Stimulating neighborhood commercial and retail activities with an emphasis on the development of mixed-use nodes at highly trafficked/accessible locations, which are connected by improved development along the corridor
(4) Encouraging people to reside and work in the district
(5) Encouraging the landscaped beautification and pedestrianization of the thoroughfares
(6) Ensuring new publicly accessible open spaces
(7) Ensuring the appropriate screening and transition to reduce the impact on any surrounding single-family neighborhoods and low-density residential districts
(8) Encouraging the creation of multi-cultural or business districts, such as a "Chinatown

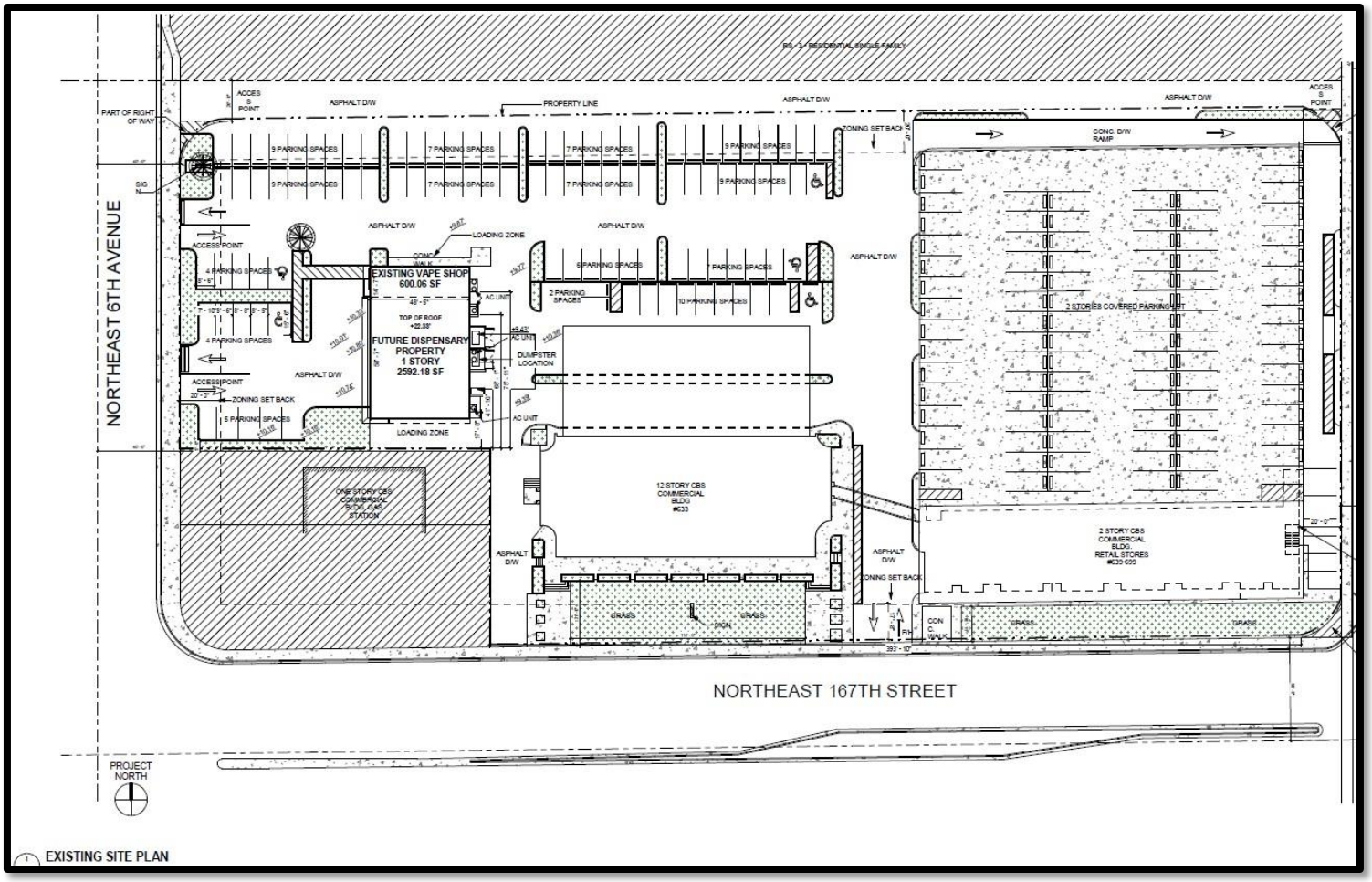
- **Findings:** The proposed business use complies with the purpose and intent of the MU/IB Zoning District by producing neighborhood commercial and retail activities with an easily accessible location. Essentially, the proposed business will incorporate a modern architectural design with enhanced building interior and exterior features and parking lot enhancements; ensuring high quality, architecturally compatible, consistently landscaped development throughout the District.

Permitted Use Table. Table MU/IB-4 includes the principal uses permitted in the MU/IB along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/IB-4 are not permitted in the MU/IB. The MU/IB shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

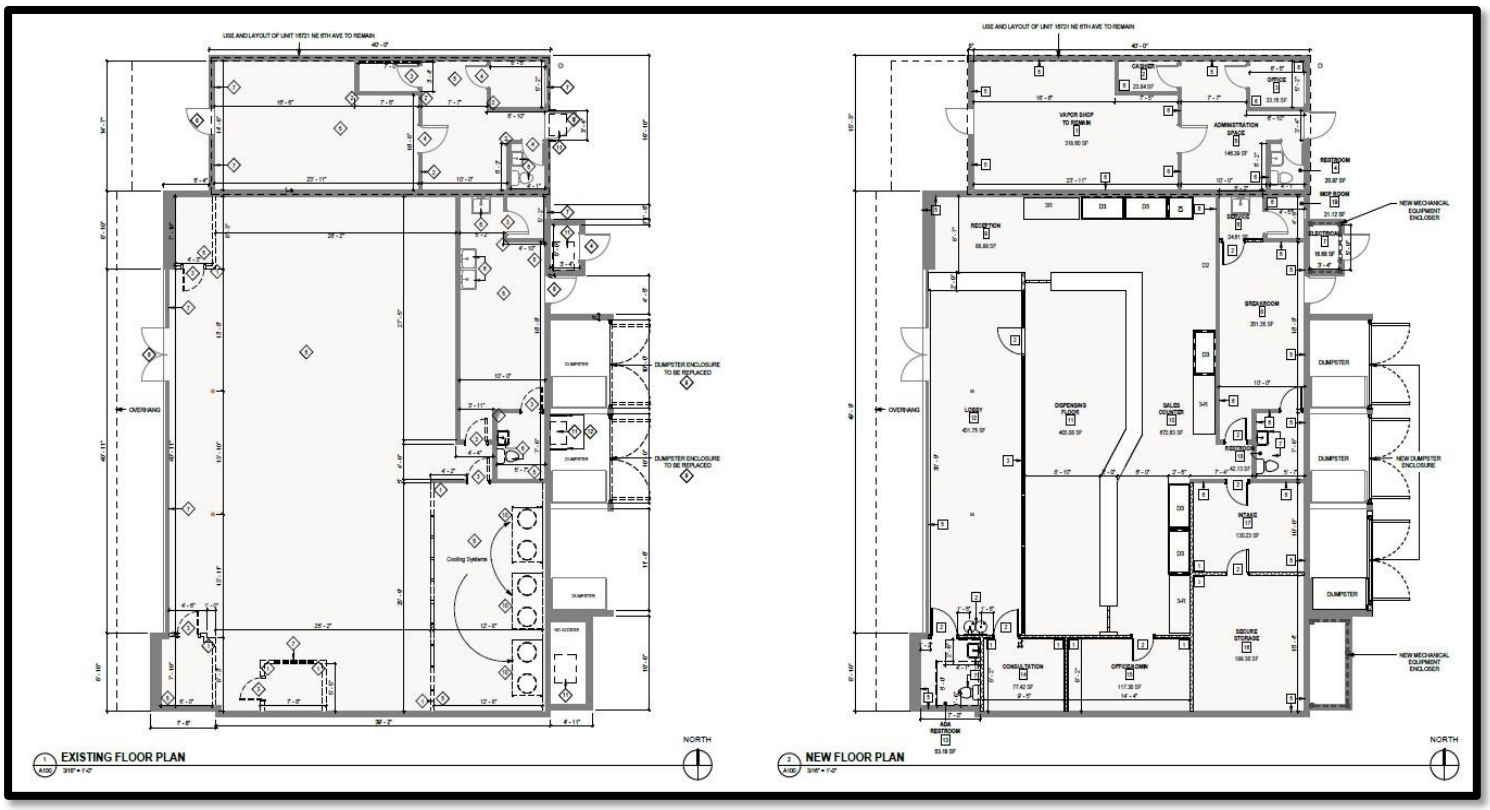
Findings: The applicant proposes the retail operation of a *Medical Marijuana Dispensary and Treatment Center*. Per Table MU/IB-4, Permitted Uses in the MU/IB District, the intended use is permitted as a Conditional Use.

Retail/Retail Services	Core	Transition	Edge
Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
Package liquor store: Provided that any such use shall not be located within five hundred (500) feet of any other bar, lounge or package liquor store	C	C	NP
Pharmacies	C	C	C
Retail uses (general retail)	P	P	P

Existing Site Plan:



Existing and New Floor Plan Layout:



Site Development Standards:

The following tables compare the development's compliance with the development standards Sec 24-58.8: project design to the minimum and maximum development standards for the MU/IB district.

- **Findings:** Existing site conditions such as landscaping, parking, sidewalk pavement, building height and the building footprint will remain intact and not be altered as part of this request.

SITE DATA:

ZONING: MU/IB - W (MIXED-USE INTERNATIONAL BOULEVARD DISTRICT)

LAND USE DESIGNATION: B-2

TOTAL COMMERCIAL SQUARE FOOTAGE: 18,821.12

LOT SIZE : 137,964 SQ.FT / GROSS LOT SIZE: 142,228 SQ.FT / LOT COVERAGE %: 14%

IN SCOPE BUILDING HEIGHT: 13'

IN SCOPE BUILDING FOOTPRINT: 3329 SQ.FT

IMPERVIOUS AREAS	EXISTING	PROPOSED	PERCENTAGE%
TOTAL IMPERVIOUS AREA	115,220.33 SF	TO REMAIN	83%
PERVIOUS AREAS	**EXISTING**	**PROPOSED**	**PERCENTAGE%**
TOTAL PERVIOUS AREA	11,161.67 SF	TO REMAIN	8%

LEGAL DESCRIPTION

RE-SUB OF W FULFORD BY SEA

SITE REQUIREMENTS

	CODE	REQUIRED/ ALLOWED	EXISTING	DIFFERENCE
MAX. HEIGHT (STORIES)	TABLE MU/IB-2	10 STORIES	12 STORIES	2 STORIES
MAX. GROUND FLOOR CEILING HEIGHT	TABLE MU/IB-2	20 FEET	N/A	N/A
MIN. BUILD TO ZONE - NE 167TH STREET	70% OF THE BUILDING FACADE MUST BE WITHIN 20 FT OF THE PROPERTY LINE (TABLE MU/IB-5) (318.41 FEET X 0.70=222.887 FEET)	222.887 FEET	187.1 FEET	-35.79 FEET
MIN. OPEN SPACE	TABLE MU/IB-1	4875 SQUARE FEET	8073.11 SQUARE FEET	3198.11 SQUARE FEET

PARKING REQUIREMENTS

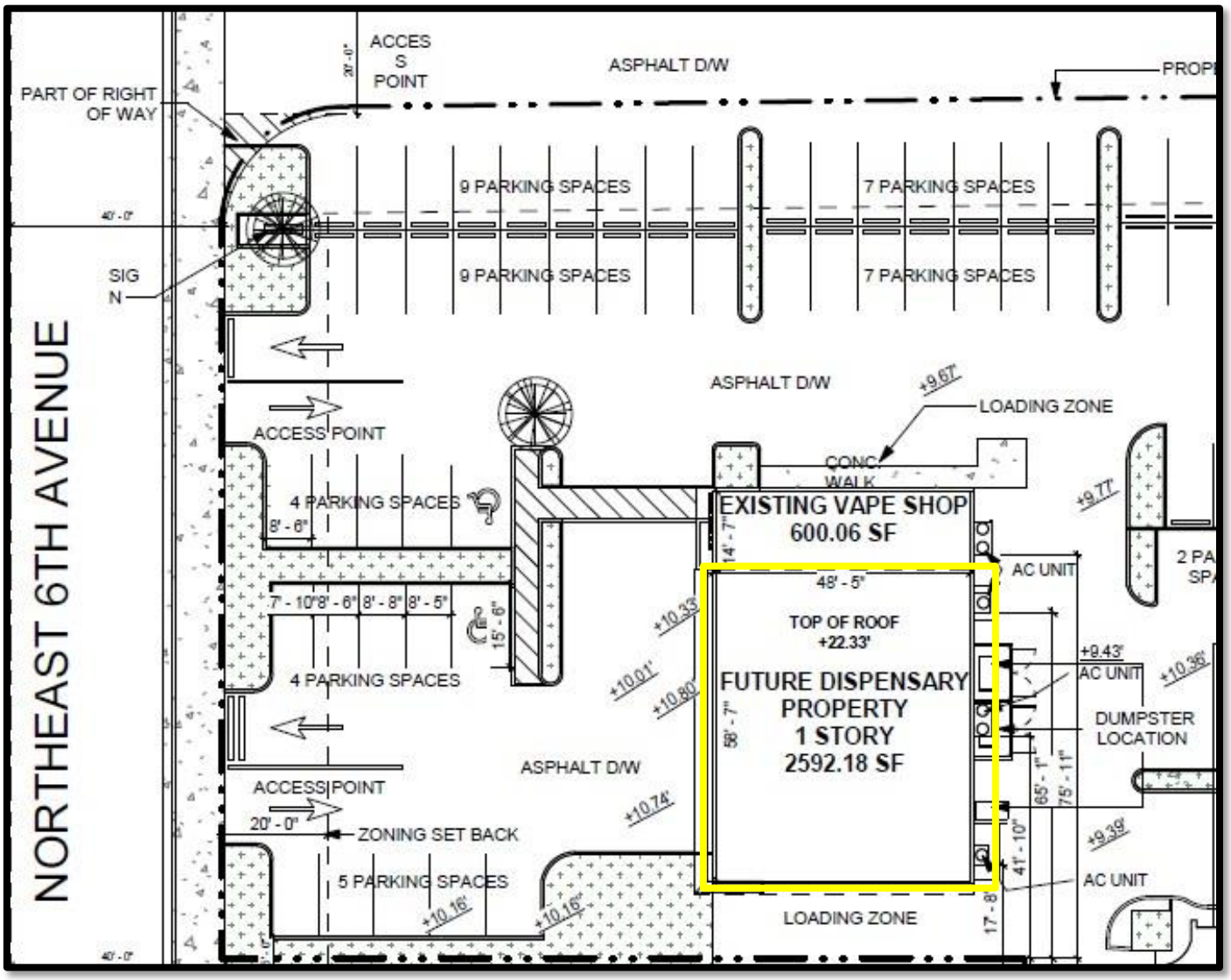
		REQUIRED	EXISTING	DIFFERENCE
PARKING SPACES	OFFICE: 2.5 PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA (TABLE MU/IB-7) (106579 / 400) 266 RETAIL: 2 PARKING SPACES PER 1.000 SQUARE FEET OF GROSS FLOOR AREA (TABLE MU/IB-7) (11546 / 500) 23	289	306	17
HANDICAPPED SPACES (ADA)		8	11	3

Flood Resistant Development Review:

Pursuant to ZLDC Section 24-113 (C)(5)(b), **Flood Resistant Development**, for buildings not located in special flood hazard areas (Zone X), the minimum lowest floor elevation shall be twelve (12) inches (one- and two-family dwellings) or six (6) inches (all other buildings) above:

i. The elevation of back of adjacent sidewalk;
ii. If there is no sidewalk, the elevation of highest crown of road or street abutting building site; or
iii. If road has no crown, the highest edge of road cross section.

- **Findings:** Per *FEMA Flood Map Service Center*, the subject site is currently located in FEMA Zone: X. The existing building is not located within a flood zone thus demonstrates compliance by providing the finished floor elevations on site plan sheet number A000 above the 6" requirement for all other buildings. Additional review will be subject to the City's Building Official/Floodplain Manager at time of building permit submittal.



Building Height Standards:

Pursuant to Figure MU/IB- 7. Building Height Plan; the maximum building height for this parcel of land is 8-stories.

- **Findings:** The existing 1-story commercial building will remain intact thus demonstrating compliance with the MU/IB building height requirements.

Required/Allowed	Existing Building Height	Note
8-Stories (Max)	1-Story = 12' - 6 3/4"	Complies

Parking Lot Design Standards and Requirements:

The following table demonstrates the project's compliance with the parking requirements listed in ZLDC Sec. 24-95 (B) Minimum Space Requirements for the proposed retail use:

Use	Parking Requirement	Required	Existing
Retail	5 spaces for each 1,000 sq. ft. gfa	15 spaces	306 Spaces (existing)
Handicapped (ADA)		2 Spaces	2 Spaces (existing)

- **Findings**: As part of the site enhancements, new directional arrows and restriping of existing parking spaces and ADA space identification will be applied to the site.

Supplemental Regulations:

Sec. 24-79 - Paint Colors.

(A) All buildings located in commercial Zoning Districts (B-1, B-2, B-3, B-4, B-5, and FCC) are required to obtain a permit to paint building exteriors. Allowable paint colors are as follows:

(1) Base: Must have a light reflectance value (LRV) of 35 or greater.

(2) Trim: May be any solid color.

- **Findings:** Per ZLDC. Section 24-79, a Building Permit Application is required for future exterior painting enhancements to the existing commercial building. The trim may be any solid color, and the base paint color must have a light reflectance value (LRV) of 35 or greater.

Sec. 24-82 - Vision Clearance.

(A) When a public street, alley or accessway intersects another public street, all fences, signs, walls, or landscaping elements within the triangular areas created by such intersections as defined below shall provide unobstructed vision clearance at an elevation of from three (3) to six (6) feet in height from the finished grade of the abutting roadways subject also to the following:

(1) Intersection of two (2) public streets: The vision clearance area shall be the triangular area formed by the intersection of two (2) streets, beginning at the corner point where the property lines intersect and extending twenty-five (25) feet along each property line. The two (2) furthest points shall be connected by an imaginary diagonal line to complete the triangle.

(2) Intersection of an alley or accessway with a public street: As defined above, except that the two (2) equal sides of the triangular area shall be fifteen (15) feet in length**.**

(3) Trees having over six (6) feet of clear trunk with limbs and foliage trimmed in such a manner as not to extend into the vision clearance area shall be permitted, provided they in no way create a traffic hazard. No fences, signs or landscaping elements, except for grass or ground cover, shall be located nearer than five (5) feet of any accessway.

- **Findings:** Complies. The applicant has demonstrated compliance with the required 15' ft sight visibility triangles for all public streets, alleys, and access ways that intersect another public street, fence, sign, wall, or landscaping element. For more information, refer to *Site Visibility Plan Sheet No. A001***.**

Environmental Regulations:

Section 24-130 On-Site Stormwater Runoff

The first one (1) inch of rainfall shall be retained on-site through the use of swales, trench drains, retention ponds, and other techniques acceptable to the City Engineer.

- **Findings:** Demonstrates compliance. The City's Public Works and Public Utilities (NMB Water) Department provided TRAD Sign-Off Approval for the intended business use. The proposed plans provided comply with storm water and environmental regulations. Additional review and approval from Miami-Dade County DERM will be conducted prior to building permit submittal.

ARTICLE XIII. – SIGNS:

Sec. 24-152.1 - Permit For New Sign or Sign Modification.
An application for construction, creation or installation of a new sign or for modification of an existing sign shall be accompanied by detailed drawings to show the dimensions, design, structure, and location of each particular sign, to the extent that such details are not contained on a Uniform Signage Plan then in effect for the zone lot. One application and permit may include multiple signs on the same zone lot.

- **Findings:** A permit application shall be submitted to the City's Building Department for review for all proposed signage to be placed on the property.

Concurrency Standards:

The City's Public Works Department, in collaboration with the Traffic Engineering Consultant has reviewed the Applicant's Conditional Use Request and building improvements. They have determined that all traffic-related concerns have been appropriately addressed and that the design capacity is sufficient to maintain the required levels of service capable for the intended site.

Traffic Engineering Review:

As part of the Conditional Use Application submittal, a Traffic Statement Letter & Analysis prepared by DC Engineers, Inc. on behalf of the applicant, submitted this documentation dated February 18, 2025. The study evaluates the traffic impacts resulting from the proposed business use. The analysis evaluates the existing traffic conditions and future conditions with and without project traffic during the adjacent roadway's AM and PM peak hours.

The study included a review of the following:

- Trip Generation Analysis
- Concurrency Standards

The Traffic Study determined:

- **Findings:** Adjacent roadways are expected to maintain current levels of service or operate in a more efficient manner as the proposed Medical Dispensary is expected to produce less vehicle trips across all three (3) study scenarios when compared to the existing use.

Table 2: Project Trip Distribution

Direction	2015 Distribution	2045 Distribution	2025 Distribution
North			
Northwest	13.5	12.2	13.1
Northeast	13.1	11.0	12.4
South			
Southwest	20.2	22.9	21.1
Southeast	9.3	8.6	9.1
East			
Northeast	10.7	12.2	11.2
Southeast	6.7	7.3*	6.9
West			
Northwest	12.3	12.5	12.4
Southwest	14.2	13.3	13.9

Source: Miami-Dade County (2015 & 2045 SERPM)

Peak hour vehicle trips generated by the proposed development were assigned to area roadways and intersections using the traffic distribution developed in Table 2 and new vehicle trips generated in Table 1. Project traffic assignment is summarized in report Figure 2.

Conditional Use Review Standards:

Section 24-175 (B) Conditional Use Review Standards.

(1) The proposed use will be compatible with the existing natural environment and other properties within the neighborhood;

- **Complies**. The proposed use is compatible with the surrounding land uses, properties and adjacent zoning district within the neighborhood.

(2) The proposed use will create no substantial detrimental effects on neighborhood property values;

- **Complies**. The applicant intends to enhance the vacant property with interior and exterior changes prior to the commencement of the business.

(3) The proposed use can be accommodated by adequate community facilities such as schools, streets, parks, and utilities;

- **Complies**.

(4) The proposed use will have adequate provisions for vehicular and pedestrian traffic movement, both internal to the use and in the area which will serve the use;

- **Complies**. All traffic-related concerns have been adequately addressed, and the design capacity is sufficient to uphold the required levels of service. Additionally, review such as vehicular and pedestrian circulation were addressed accordingly on the existing site plan and vehicular auto-turn maneuverability plan on sheet A002.

(5) The proposed use will have adequate drainage systems to service the use with particular attention to the necessity for on-site retention systems to alleviate runoff and pollution problems;

- **Complies**. At time of TRAD review, the proposed business use and improvements were reviewed. It has been determined that all traffic-related concerns have been adequately addressed, and the design capacity is sufficient to uphold the required levels of service.

(6) The proposed use will have adequate setbacks, buffering, and general amenities in order to control any adverse effects of noise, light, dust, and other nuisances;

- **Complies**. The proposed use will operate under an existing building structure with existing condition. No modifications to the building footprint and/or setbacks will be made.

(7) The proposed use will be located on property, which is sufficient, appropriate and adequate for any reasonably anticipated expansion thereof; and

- **Complies**. The proposed business use intended for the property is sufficient to operate at this location. Additional reviews and approvals were made by staff, the traffic engineer, FDOT, Miami-Dade County DERM and Fire Department.

(8) Any other conditions may be stipulated and made a requirement in granting any conditional uses, when it is considered necessary to further the intent and general welfare, including, but not limited to:

(a) Limitations on the hours of commercial or industrial operations,
(b) Limitations on the number of occupants of any building at any one time.

- **Complies.** The conditional use application request currently has conditions of approval that are binding. For more information, refer to page #2 of this staff report.

(9) Medical marijuana dispensary/medical marijuana treatment centers.
No medical marijuana dispensaries/medical marijuana treatment centers shall be located within five hundred (500') feet of the real property that compromise a public or private elementary school, middle school, or secondary school.

- **Complies.** There are no public or private elementary school, middle school, or secondary schools within five hundred (500') feet of the property.

Comprehensive Plan Consistency:

- **Findings:** The City's Comprehensive Plan, in conjunction with the Florida Statutes, demands that a development order and associated development approved by the City shall be deemed consistent with the adopted Comprehensive Plan if the land uses, densities, intensities, capacity, size, timing, and other aspects of the development authorized by such order or approval are compatible with, and further, the objectives, policies, land uses, and densities or intensities set forth in the Comprehensive Plan and the City's land development regulations. The Applicant proposes to dedicate the required easement along the southwest portion of the property for a sidewalk, thereby facilitating pedestrian access and ensuring compliance with the City's prescribed right-of-way design. This proposal is consistent with, and furthers, the following policies outlined in the Future Land Use Element of the North Miami Beach Comprehensive Plan.

Future Land Use Element:

Policy 1.1.4: The Land Development Regulations shall continue to specify that no development permit shall be issued unless assurance is given that the public facilities necessitated by the project in order to meet adopted level of service standards will be in place within the required time period. A concurrency management system shall be included that specifies the latest DCA criteria for what constitutes assurance other than budgeted projects or signed development agreements.

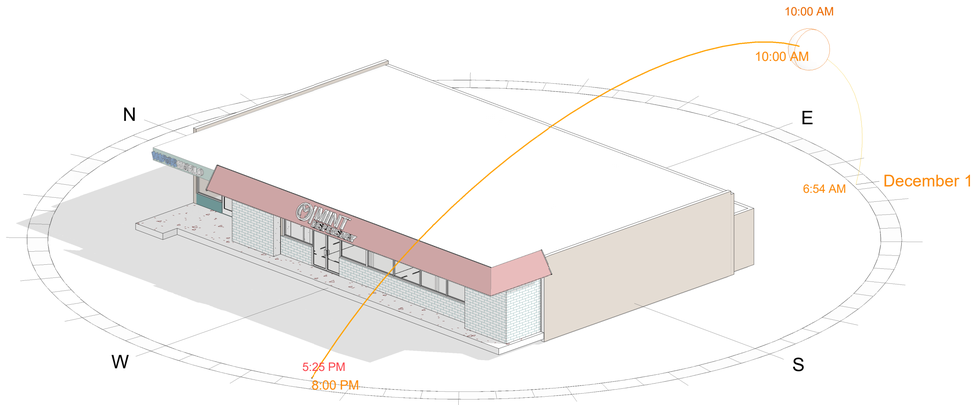
Policy 1.1.2: Continue using the established Technical Review Board (TRB) process for reviewing development applications in order to minimize delay and assure quality control.

Policy 1.2.11: All redevelopment shall be sensitive to the community character, and should seek to promote transit and pedestrian friendliness through features such as: interconnected sidewalks; transit shelters; an interesting pedestrian environment, and; shade from shade trees, awnings, or canopies.

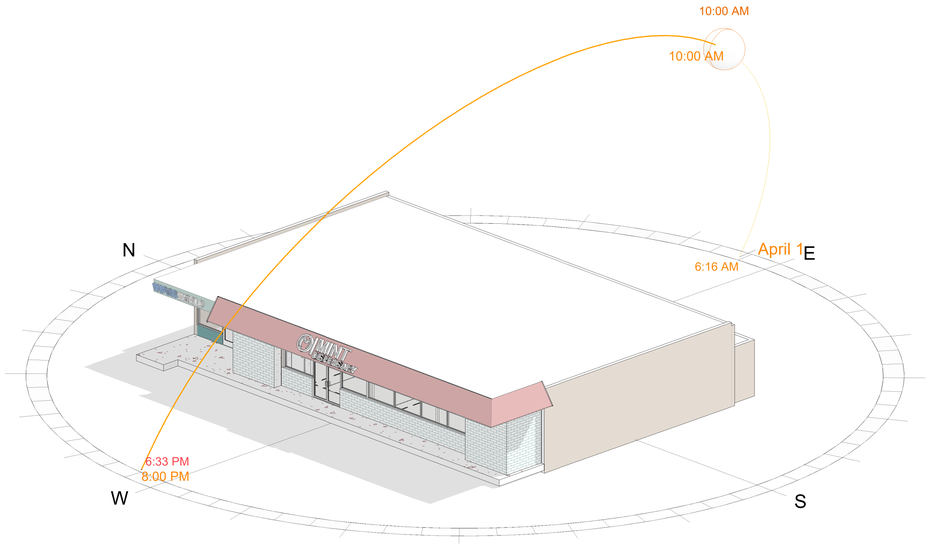
Policy 1.8.2: The following land use densities, intensities and approaches shall be incorporated in the Land Development Code. Building height is defined as the vertical distance above the centerline of the adjacent fronting road to the highest point of the building, except that in a Special Flood Hazard Area (SFHA) the building height shall be measured from the minimum finished flood elevation required in the SFHA, less those structures permitted elsewhere in these regulations to extend beyond the height of the building. Home occupation uses are conditionally allowed in all residential categories.

Public Hearing Notice Information:

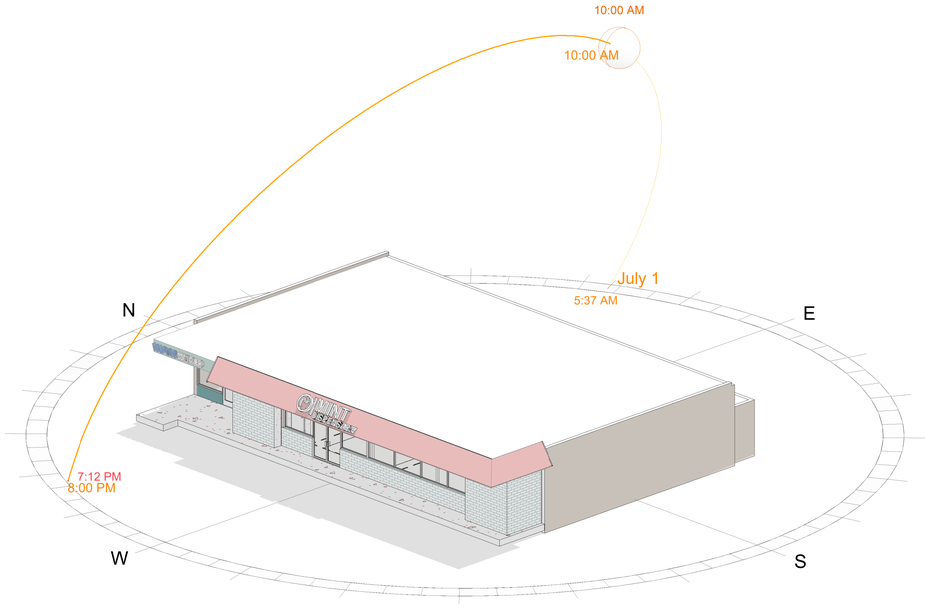
- ✓ Public Notice was posted on the property by **August 29, 2025,** at least 10 days prior to the meeting.
- ✓ Courtesy notices were mailed to property owners within a 500-foot radius by **August 29, 2025**, at least 10 days before the meeting date.
- ✓ The agenda was posted to the City's website by **September 1, 2025** at least 7 days prior to the meeting date**.**
- ✓ Public Notice was posted in the main lobby at City Hall by **September 1, 2025** at least 7 days prior to the meeting date.
- ✓ The project was advertised in the newspaper on **August 29, 2025**.



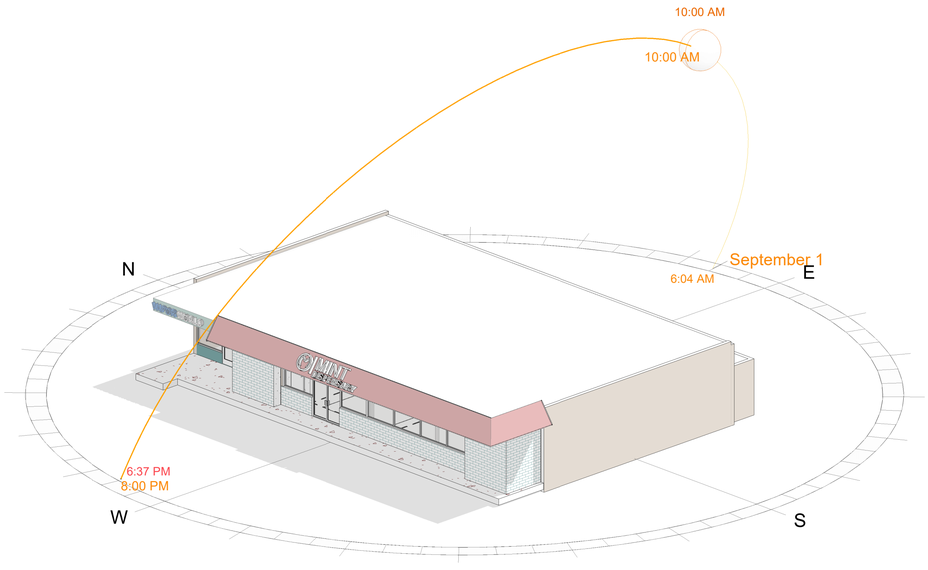
1 A001 **3D MASSING FALL**



2 A001 **3D MASSING SPRING**



3 A001 **3D MASSING SUMMER**



4 A001 **3D MASSING WINTER**

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:
THE TAMARA PEACOCK CO. ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

OWNER: 699 NE 167 ST

699 N MIAMI BEACH BOULEVARD
NORTH MIAMI BEACH
FL, 33162

PROJECT NAME:
NORTH MIAMI BEACH MEDICAL MARIJUANA DISPENSARY

16719 NE 6TH AVE,
North Miami Beach, FL, 33162

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:
PHOENIX HEALTH LLC - NORTH MIAMI BEACH

DATE:
11/12/2024

SHEET NAME:
3D MASSING AND SUN SHADOW STUDY

Revision	Revision Date	Issued For

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This document does not either in whole or in part constitute any direction or instruction to any contractor with regards to construction means, methods or techniques. By this document the Architect does not intend to express any opinion, direction or instruction of any kind whatsoever as to the manner in which the construction work is to be accomplished.

DATE: 12/24/2024 11:18:27 AM
PROJ. NO.: CHECKER
DRAWN BY: (Initials)
PROJ MNGR.: (Initials)
REVISED BY: CHECKER
CAPT.: APPROVER

SHEET NO.:
A001

City of North Miami Beach, Florida

Planning and Zoning Application

17050 NE 19th Ave. North Miami Beach, FL 33162 Tel: 305. 948.2966 nmbcomdev@citynmb.com

General information

Date: 11/7/2024

Project Name: MINT CANNABIS

Property Address 16719 NE 6TH AVE , NORTH MIAMI, FL, 33162

Proposed Use: MEDICAL MARIJUANA TREATMENT CENTER

Type of Development (Residential, Commercial, or Redevelopment): COMMERCIAL

Application request

The undersigned Applicant(s)/Agent(s)/Property Owner(s) request City of North Miami Beach consideration and review of the following application(s). Please check all that apply.

- ☐ Abandonment and Vacations of Right of Way, Alleys, or Easements
- ☐ Annexation
- ☐ Comprehensive Plan Map Amendment - Small Scale
- ☐ Comprehensive Plan Map Amendment - Large Scale
- ☐ Comprehensive Plan Text Amendment
- ☑ Conditional Use
- ☐ Special Limited Conditional Use
- ☐ Development Agreement
- ☐ Development of Regional Impact
- ☐ Development of Regional Impact - Notice of Proposed Change
- ☐ Planned Unit Development
- ☐ Plat/Replat
- ☐ Site Plan
- ☐ Variance
- ☐ Zoning Code Map Amendment
- ☐ Zoning Code Text Amendment
- ☐ Other: _____

Project information

Street Address(es) of the Property: 16719-16721 NE 6TH AVE , NORTH MIAMI, FL, 33162

Property Folio Number(s): 07-2207-013-0010

Property Owner Name(s): 633 NE 167 ST

Property Owner(s) Mailing Address(es): 699 N MIAMI BEACH BLVD

Telephone: Business 845-413-0777 Fax _____

Other _____ Email _____@_____

Applicant(s)/Agent(s): PHOENIX HEALTH LLC - EIVAN SHAHARA

Applicant(s)/Agent(s) Mailing Address: _____

Telephone: Business (602) 931-3663 Fax _____

Other _____ Email REALESTATE@BRIGHTROOT

Proposed site data and land use(s) information

Please complete and/or respond to all requested information. If "Not Applicable," please note NA.

Current Comprehensive Plan Land Use designation(s): MU/IB - MIXED- USE /INDUSTRIAL BUSSINESS DISTRICT

Current Zoning District designation(s): MU/IB - MIXED- USE /INDUSTRIAL BUSSINESS DISTRICT

Proposed Comprehensive Plan Land Use designation(s) (if applicable): _____

Proposed Zoning District designations(s) (if applicable): _____

Supporting information

- ☐ Aerial.
- ☐ Affidavit providing for property owner's authorization to process application.
- ☐ Annexation supporting materials.
- ☐ Application fees.
- ☐ Application representation and contact information.
- ☐ Appraisal.
- ☑ Architectural/building elevations (color).
- ☐ Architectural/building elevations architectural elements (color).
- ☐ Building floor plans and roof plan.
- ☐ Comprehensive Plan analysis.
- ☐ Comprehensive Plan text amendment justification.
- ☐ Concurrency Service Demand Analysis (prepared by applicant, separate document).
- ☐ Concurrency: Letter of Water & Sewer Availability from City or County.
- ☐ Department of Transportation Driveway Connection Permit
- ☐ Drainage Plan.
- ☐ Elevations.
- ☐ Encroachments plan.
- ☐ Environmental assessment.
- ☑ Landscape plan.
- ☑ Land use map (subject property outlined).
- ☐ Lighting plan.

- ☐ Liquor survey (for only review of location of lounge, bar, or package liquor store).
- ☐ Proof of City Lobbyist Registration.
- ☐ Massing model and/or 3D computer model.
- ☐ Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- ☐ Parking study.
- ☑ Photographs (color) of property, adjacent uses and/or streetscape.
- ☐ Plat.
- ☐ Property owners list, including a typewritten list and 2 sets of self-adhesive labels of all properties within 500 feet.
- ☑ Property survey and legal description.
- ☐ Public Realm Improvements Plan for mixed use projects.
- ☐ Public school preliminary concurrency analysis (residential land use/zoning applications only).
- ☐ Sign master plan (colored).
- ☑ Site plan and supporting information.
- ☑ Statement of use and/or cover letter.
- ☐ Streetscape master plan.
- ☐ Text amendment justification.
- ☐ Traffic accumulation assessment.
- ☐ Traffic impact statement.
- ☐ Traffic impact study.
- ☐ Traffic stacking analysis.
- ☐ Utilities consent.
- ☐ Utilities location plan.
- ☐ Vegetation survey.
- ☐ Warranty Deed.
- ☐ Zoning Code text amendment justification.
- ☑ Zoning Map (with subject property outlined)
- ☐ Other:_____

Applicant/agent/property owner affirmation and consent

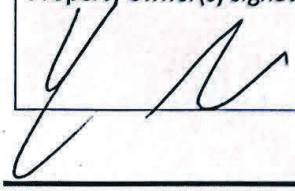
(I) (We) affirm and certify to all of the following:

1. Submission of the following:
   a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
   b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of North Miami Beach entitlements in effect during the entire review process.

2. This application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of North Miami Beach unless identified and approved as a part of this application request and/or other previously approved applications.

3. That all the answers to the questions in this application, and all data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief.
4. Understand this application must be complete and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application (I)(We) understand that any City review shall be voidable at the option of the City of North Miami Beach.
5. Understand the failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. Understand that the application, all attachments, correspondence and fees become a part of the official records of the City of North Miami Beach and are not returnable.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. All representatives of the application have registered with and completed the required lobbyist forms from the City of North Miami Beach City Clerk's Office.
9. The application before the Board or City Council shall be represented by the legal owner, the prospective owner having a bona fide purchase contract or a duly qualified attorney retained by said owner or prospective owner.
10. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: concurrency review; property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review. Understand that if payment is not received the prior to Final Pubic Hearing Review, the Application shall be postponed by the City until such time all fees are paid.

(See next page(s) for signature information)
(Please complete all below sections and indicate "Not Applicable (N/A)" as appropriate).

Property owner(s) signature(s):	Property owner(s) print name:
	Ybel Y. Weiss

Property owner(s) signature(s):	Property owner(s) print name:
Property owner(s) signature(s): Yoel Y. Weiss	Property owner(s) print name:
Address(es):	
Telephone: 845-413-0777	Fax:	Email:

NOTARIZATION

STATE OF ~~FLORIDA~~ N.J./COUNTY OF Essex

The foregoing instrument was acknowledged before me this 14 day of Aug 2024 by

(Signature of Notary Public - State of Florida)

HERSCHEL TANNENBAUM
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES Feb 10, 2025

(Print, Type or Stamp Commissioned Name of Notary Public)

☑ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Address(es):	
Telephone:	Fax:	Email:

City of North Miami Beach, Florida

Community Development Department / Planning and Zoning Division

COST RECOVERY AFFIDAVIT

Received _____

Project # _____

I hereby acknowledge and agree to pay all applicable fees incurred as part of the application process for Project #24-38. These fees include, but are not limited to: application fees, postage, advertising, city attorney fees, planning consultant fees, and any other costs incurred by the City of North Miami Beach for the review of this Community Development application. Payment shall be made regardless of the outcome of the application and public hearing process, pursuant to Section 24-170 of the Zoning and Land Development Code (ZLDC). Further I understand and acknowledge that failure to remit payment for incurred costs constitutes a violation of the zoning and land development code and fines may be levied to secure compliance.

Date: 12/10/2024

Applicant/Agent Name: Cristin Peacock

Applicant/Agent Mailing Address: 1512 East Broward Blvd, Ste 102
Fort Lauderdale ,FL, 33301

Applicant/Agent Email Address: Lital@peacockarchitect.com / cristin@peacokarchitect.com

Applicant/Agent Telephone Number: 954-728-8000

Affidavit: To be executed by the Owner or authorized representative

If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is an LLC (or similar), Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included.

State of Florida

County of Broward

CRISTIN PEACOCK being firstly duly sworn, deposes and says that: He/She is the □ Owner □ Partner □ Officer ☑ Agent of PEACOCK ARCHITECTS and that in the capacity indicated above, he/she is authorized to approve cost recovery for the purpose of this application with the City of North Miami Beach.

Sworn and subscribed before me this 10th day of DECEMBER 2024

Affiant Signature: _____

Print Name and Title: CRISTIN PEACOCK, V.P.

JESSICA ROGERS
MY COMMISSION # HH432446
EXPIRES: August 13, 2027

Notary Public, State of Florida: _____ My Commission Expires: 8.13.2027

City of North Miami Beach, Florida

Planning and Zoning Division

CONCURRENCY REVIEW APPPLICATION
SERVICE DEMAND ANALYSIS FORM

Project Name: MINT CANNABIS - 24-38 **Application No.: _____**

In order to ensure compliance (consistency and concurrency) with the requirements of the Comprehensive Plan, a development permit shall not be approved unless there is sufficient available design capacity to sustain the required levels of service as established in the City of North Miami Beach Comprehensive Plan. In addition to all other requirements, all requests or applications for development permits, unless exempt, must be reviewed for impact on the following public services. REFER TO ATTACHED TABLES.

SERVICE DEMANDS BY TYPE	CURRENT USE	PROPOSED USE
1. Potable Water - Consumption	259.18 gpd	259.18 gpd T.B.D
2. Potable Water - Fire Flow (Contact MD Fire or Utilities)	T.B.D gpm	gpm
3. Sanitary Sewer	259.18 gpd	259.18 gpd
4. Solid Waste	129.609 lbs	129.609 lbs
5. Traffic – ITE Manual (latest version)	9 TRIPS	9 TRIPS
or Traffic Study (applicant attach)	N/A TRIPS	N/A TRIPS
6. Drainage - Adequately accommodate stormwater runoff from 24 hour, 10 year frequency storm.	Proposed: EXISTING TO REMAIN	
7. Recreation at 2 acres per 1,000 population (Residential development only)	N/A acres	N/A acres
8. School Sites and Facilities	Residential development only. Miami-Dade County Public Schools (MDCPS) shall determine public school concurrency requirements per the terms of the Interlocal Agreement (ILA) as amended. The City will initiate the concurrency review procedure online, issue a MDCPS Application Number to the applicant during TRAD review, and then the applicant shall complete the concurrency process with MDCPS.	

ADDITIONAL INFORMATION:
FIRE FLOW TEST HAS BEEN REUQSTED FROM THE COUNTY AND IS BEING PROCESSED

PROCESS NUMBER 2025039434

A building permit application must be submitted within six (6) months of site plan approval to preserve the concurrency reservation. An extension of one (1) year may be issued by the City Commission.

MINT
CANNABIS

MINT
MINT CANNABIS
MINT
MINT CANNABIS
MINT
MINT CANNABIS

MINT DISPENSARY
FIRE LANE
NO PARKING

OWNER

633 NE 167ST
699 N MIAMI BEACH BLVD

14 NORTH MADISON AVE, SUITE 101
SPRING VALLEY , NY 10977

ARCHITECT

PEACOCK ARCHITECTS
1512 E BROWARD BLVD, SUITE 102,
FORT LAUDERDALE, FL 33301
954-728-8000
TAMARA PEACOCK, ARCHITECT
TAMARA@TAMARAPEACOCK.COM

LITAL CHERTKOV, ARCHITECTURAL DESIGNER
LITAL@PEACOCKARCHITECT.COM

TENANT

PHOENIX HEALTH LLC
OFFICE OF FACILITIES AND CONSTRUCTION
5210 S PRIEST DRIVE, AZ, 85283
ANDY KING, ANDY@BRIGHTROOT.COM
602-931-3663

PHOENIX HEALTH

NORTH MIAMI BEACH MEDICAL MARIJUANA DISPENSARY

NORTH MIAMI BEACH, FL

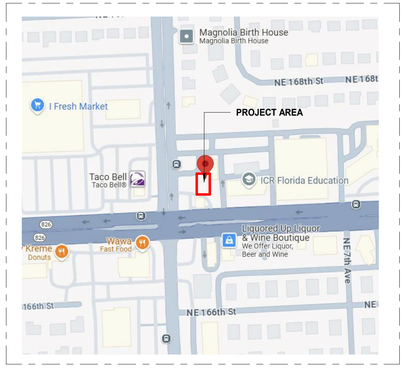
CONDITIONAL USE APPLICATION

16719 NE 6TH AVE, North Miami Beach, FL 33162

EXISTING FACADE

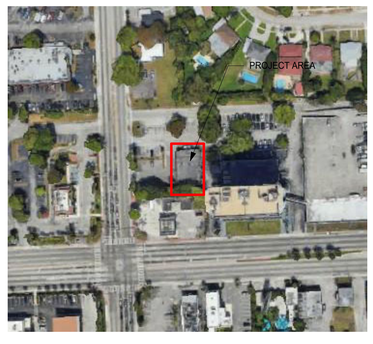
RENDER

SITE MAP



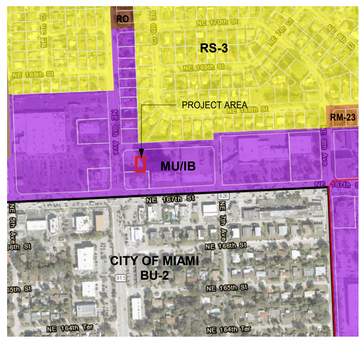
TRUE NORTH

VICINITY MAP



TRUE NORTH

ZONING MAP



TRUE NORTH

ZONING	
MU/IB-W	MIXED USE INTERNATIONAL BOULEVARD
RS-3	RESIDENTIAL SINGLE FAMILIY (6,000 SF MINIMUM)
RO	RESIDENTIAL OFFICE DISTRICT
RM-23	DENSITY - 23 UNITS PER ACRE

PROJECT DESCRIPTION / SCOPE OF WORK

THE PROPOSED SCOPE OF WORK UNDER THIS PERMIT CONSISTS OF THE FOLLOWING:

CONDITIONAL USE APPLICATION FOR A PROPOSED MEDICAL MARIJUANA TREATMENT CENTER DISPENSARY

BUILDING DATA

EXISTING BUILDING SQUARE FOOTAGE: 3192.18 SQFT

EXISTING BUILDING OCCUPANCY TYPE: MERCANTILE (GROUP M)

TENANT #1 - VAPOR SHOP 600 SF (IN ARCHITECTURAL SCOPE)
TENANT #2 - VACANT RETAIL SHOP - 2592.18 (IN ARCHITECTURAL AND CONDITIONAL USE SCOPE)

PROPOSED OCCUPANCY TYPE: MERCANTILE (GROUP M)

TENANT #1 - VAPOR SHOP 600 SF (NOT IN SCOPE)
TENANT #2 - MEDICAL MARIJUANA DISPENSARY 2592.18 (IN SCOPE)

ADDRESS: 16719 NE 6TH AVE, NORTH MIAMI BEACH, FL 33162

LEGAL DESCRIPTION: RE-SUB OF W FULFORD BY SEA, PB 32-67 , TRACT 6 LESS S110FT OF W155FT &, LESS S10FT & S20FT OF COLIGNY WAY, LYG N & ADJ , LOT SIZE 126382 SQUARE FEET, OR 23333-2570 02 2005 1, COC 25545-3806 03 2007 1

FOLIO NUMBER : 07-2207-013-0010

APPLICABLE CODES

APPLICABLE ZONING MU/IB - MIXED USE-INTERNATIONAL BOUELVARD DISTRICT

2023 FBC (FLORIDA BUILDING CODE), BUILDING, 8TH EDITION
2023 FBC, EXISTING BUILDING, 8TH EDITION
2023 FBC, ACCESSIBILITY, 8TH EDITION
2023 FBC, PLUMBING, 8TH EDITION

2024 NPFA 101, LIFE SAFETY CODE AND ADOPTED STANDARDS
NPFA 1: FIRE CODE 2024

2023 NFPA 70 NATIONAL ELECTRIC CODE (NEC)

Sheet Number	SHEET NAME	Discipline
G000	COVER SHEET	General
A000	SITE PLAN	Architectural
A001	SITE VISABILITY	Architectural
A002	EXISTING AUTO MANEUVER -ABILITY EXIT	Architectural
A100	DEMO / NEW FLOOR PLAN	Architectural
A200	EXISTING EXTERIOR ELEVATIONS	Architectural
A201	NEW EXTERIOR ELEVATIONS	Architectural
A300	SECURITY PLAN	Architectural
LA000	LANDSCAPE	Landscaping

PEACOCK ARCHITECTS
1512 E BROWARD BLVD, SUITE 102,
FORT LAUDERDALE, FL 33301
(954) 728-8000

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

PEACOCK ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

CRISTIN PEACOCK, ARCHITECT
CRISTIN@PEACOCKARCHITECT.COM

LITAL CHERTKOV, PROJECT MANAGER
LITAL@PEACOCKARCHITECT.COM

OWNER: 699 NE 167 ST

14 NORTH MADISON AVE SUITE #101
SPRING VALLEY, NY 10977

PROJECT NAME:
NORTH MIAMI BEACH MEDICAL MARIJUANA DISPENSARY

16719 NE 6TH AVE,
North Miami Beach, FL, 33162

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:
PHOENIX HEALTH LLC - NORTH MIAMI BEACH

DATE:
11/12/2024

SHEET NAME:
COVER SHEET

REVISION	REVISION DATE	ISSUED FOR

THIS DOCUMENT IS PROPERTY OF PEACOCK ARCHITECTS AND NO PART HEREIN SHALL BE USED EXCEPT FOR THE SPECIFIC PROJECT WITHOUT CONSENT OF PEACOCK ARCHITECTS. THIS DOCUMENT WAS PREPARED BY PEACOCK ARCHITECTS ACCORDING TO THE TERMS OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
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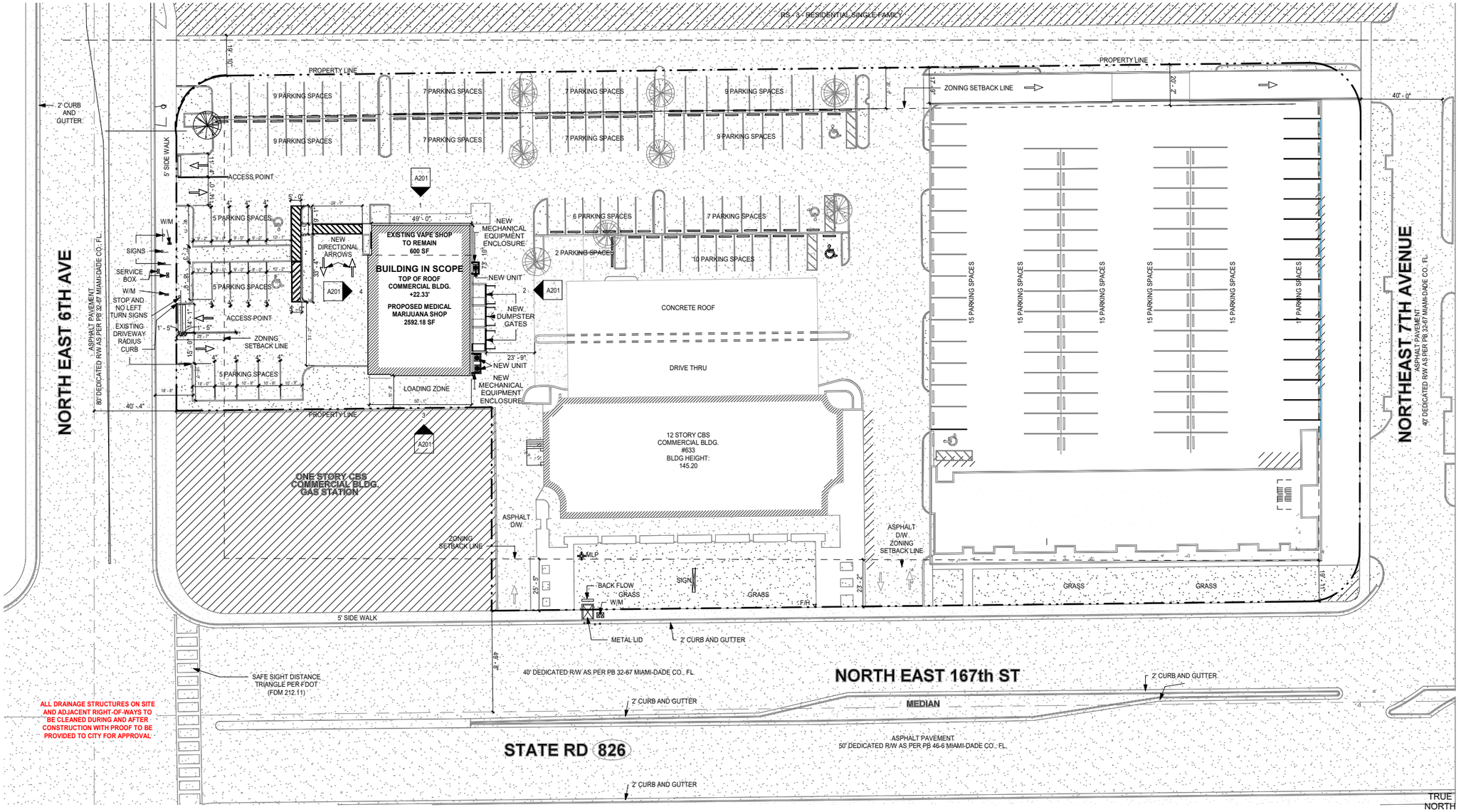
DATE: 5/16/2025 2:45:53 PM
PROJ. NO: 24-0039
DRAWN BY: LITAL CHERTKOV
PROJ MNGR.: LITAL CHERTKOV
REVISED BY: 24-0039
CAPT.: APPROVER

SHEET NO.:
G000



1 A000 **EXISTING SITE PLAN**

1" = 25'-0"

ZONING AND BUILDING CODE NOTES

SITE REQUIREMENTS

	CODE	REQUIRED/ ALLOWED	EXISTING	DIFFERENCE
MAX. HEIGHT (STORIES)	TABLE MU/IB-2	10 STORIES	12 STORIES	2 STORIES
MAX. GROUND FLOOR CEILING HEIGHT	TABLE MU/IB-2	20 FEET	N/A	N/A
MIN. BUILD TO ZONE - NE 167TH STREET	70% OF THE BUILDING FACADE MUST BE WITHIN 20 FT OF THE PROPERTY LINE (TABLE MU/IB-5) (318.41 FEET X 0.70=222.887 FEET)	222.887 FEET	187.1 FEET	-35.79 FEET
MIN. OPEN SPACE	TABLE MU/IB-1	4875 SQUARE FEET	8073.11 SQUARE FEET	3198.11 SQUARE FEET

PARKING REQUIREMENTS

		REQUIRED	EXISTING	DIFFERENCE
PARKING SPACES	OFFICE: 2.5 PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA (TABLE MU/IB-7) (10657.9 / 400) 266 RETAIL: 2 PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA (TABLE MU/IB-7) (11546 / 500) 23	289	306	17
HANDICAPPED SPACES (ADA)		8	11	3

INDETERMINATE. GROUND FLOOR CEILING HEIGHT

	CODE	REQUIRED/ ALLOWED	EXISTING	DIFFERENCE
FRONT SETBACK - NE 167TH STREET	TABLE MU/IB-5	6 FEET	25.4 FEET	19.4 FEET
MAX. FRONT SETBACK - NE 167TH STREET	TABLE MU/IB-5	20 FEET	45.16 FEET	-25.16 FEET
FRONT SETBACK - NE 6TH AVE	TABLE MU/IB-5	10 FEET	98.33 FEET	-88.33 FEET
MAX. FRONT SETBACK - NE 6TH AVE	TABLE MU/IB-5	20 FEET	98.39 FEET	-78.39 FEET
FRONT SETBACK - NE 7TH AVE	TABLE MU/IB-5	10 FEET	18.51 FEET	8.51 FEET
MAX. FRONT SETBACK - NE 7TH AVE	TABLE MU/IB-5	20 FEET	18.65 FEET	1.35 FEET
LANDSCAPE BUFFER - NE 167TH STREET	ALONG STREETS (SECTION 24-122)	5 FEET	16.88 FEET	11.88 FEET
LANDSCAPE BUFFER - NE 6TH STREET	ALONG STREETS (SECTION 24-122)	5 FEET	7.98 FEET	2.98 FEET
LANDSCAPE BUFFER - NE 7TH STREET	ALONG STREETS (SECTION 24-122)	5 FEET	0 FEET	-5 FEET
LANDSCAPE BUFFER	ALONG PERIMETER OF PARKING AREAS (SECTION 24-122)	5 FEET	0 FEET	-5 FEET

SITE STATISTICS

SITE: 16719-16721 NE 6TH AVE, NORTH MIAMI,FL 33162
ALL CALCULATIONS APPLY TO THE AREA OF THE SITE AFFECTED

USE OF PROPERTY:

OFFICE/RETAIL

INTENSITY:

PREVIOUS: SMOKE SHOP/ SUPERMARKET STORE

PROPOSED: SMOKE SHOP / MARIJUANA MEDICAL DISPENSARY

OCCUPANCY: VACANT

SITE DATA:

ZONING: MU/IB - W (MIXED-USE INTERNATIONAL BOULEVARD DISTRICT)

LAND USE DESIGNATION: B-2

TOTAL COMMERCIAL SQUARE FOOTAGE: 18,821.12

LOT SIZE : 137,964 SQ.FT / GROSS LOT SIZE: 142,228 SQ.FT / LOT COVERAGE %: 14%

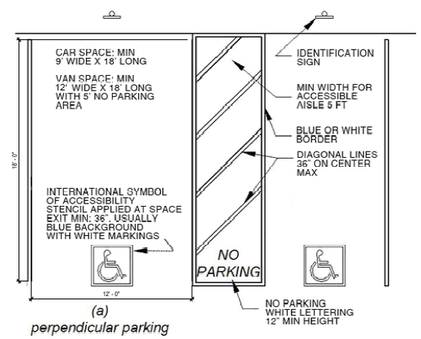
IN SCOPE BUILDING HEIGHT: 13'

IN SCOPE BUILDING FOOTPRINT: 3329 SQ.FT

IMPERVIOUS AREAS	EXISTING	PROPOSED	PERCENTAGE%
TOTAL IMPERVIOUS AREA	115,220.33 SF	TO REMAIN	83%
PERVIOUS AREAS	**EXISTING**	**PROPOSED**	**PERCENTAGE%**
TOTAL PERVIOUS AREA	11,161.67 SF	TO REMAIN	8%

LEGAL DESCRIPTION

RE-SUB OF W FULFORD BY SEA



(a) perpendicular parking

ADA STALL DETAIL

PEACOCK ARCHITECTS

1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

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Fort Lauderdale, FL 33301
PH: 954-728-8000

CRISTIN PEACOCK, ARCHITECT
CRISTIN@PEACOCKARCHITECT.COM

LITAL CHERTKOV, PROJECT MANAGER
LITAL@PEACOCKARCHITECT.COM

OWNER: 699 NE 167 ST

14 NORTH MADISON AVE SUITE #101
SPRING VALLEY, NY 10977

PROJECT NAME:

NORTH MIAMI BEACH MEDICAL MARIJUANA DISPENSARY

16719 NE 6TH AVE,
NORTH MIAMI BEACH, FL, 33162

TAMARA PEACOCK, R.A
LICENSE No. 12126

ISSUED FOR:

PHOENIX HEALTH, LLC - NORTH MIAMI BEACH

DATE:

11/12/2024

SHEET NAME:

SITE PLAN

REVISION	REVISION DATE	ISSUED FOR

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DATE: 5/13/2025 1:58:53 PM

PROJ. NO.: CHECKER	
DRAWN BY:	PROJ MNGR.:
REVISED BY: CHECKER	CAPT.: APPROVER

SHEET NO.:

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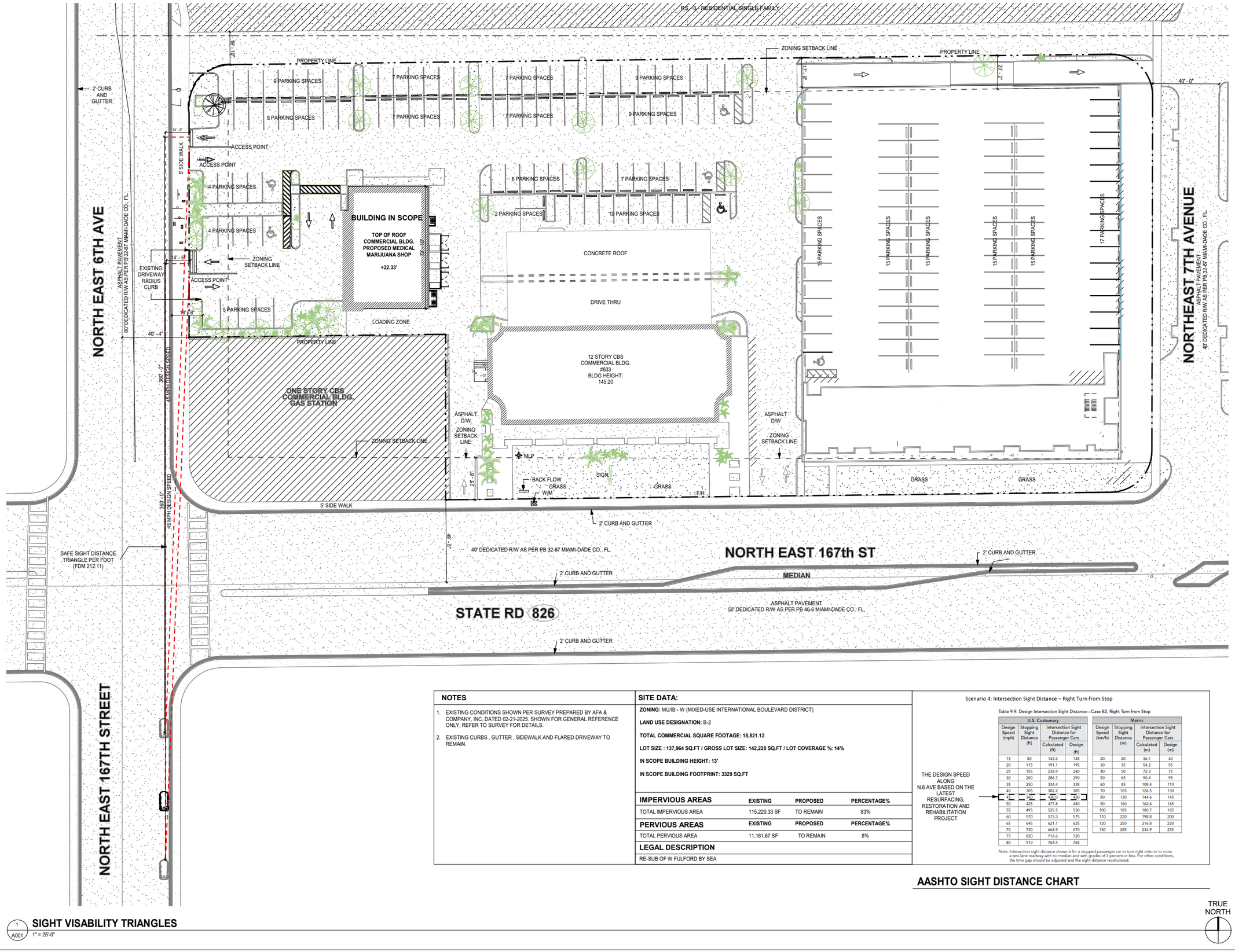

NOTES

1. EXISTING CONDITIONS SHOWN PER SURVEY PREPARED BY AFA & COMPANY, INC. DATED 02-21-2025. SHOWN FOR GENERAL REFERENCE ONLY, REFER TO SURVEY FOR DETAILS.
2. EXISTING CURBS , GUTTER , SIDEWALK AND FLARED DRIVEWAY TO REMAIN.

SITE DATA:

ZONING: MU/IB - W (MIXED-USE INTERNATIONAL BOULEVARD DISTRICT)

LAND USE DESIGNATION: B-2

TOTAL COMMERCIAL SQUARE FOOTAGE: 18,821.12

LOT SIZE : 137,964 SQ.FT / GROSS LOT SIZE: 142,228 SQ.FT / LOT COVERAGE %: 14%

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LEGAL DESCRIPTION

RE-SUB OF W FULFORD BY SEA

Scenario 4: Intersection Sight Distance – Right Turn from Stop

Table 9-9. Design Intersection Sight Distance—Case B2, Right Turn from Stop

U.S. Customary				Metric			
Design Speed (mph)	Stopping Sight Distance (ft)	Intersection Sight Distance for Passenger Cars		Design Speed (km/h)	Stopping Sight Distance (m)	Intersection Sight Distance for Passenger Cars	
		Calculated (ft)	Design (ft)			Calculated (m)	Design (m)
15	80	143.3	145	20	20	36.1	40
20	115	191.1	195	30	35	54.2	55
25	155	238.9	240	40	50	72.3	75
30	200	286.7	290	50	65	90.4	95
35	250	334.4	335	60	85	108.4	110
40	305	382.2	385	70	105	126.5	130
45	360	430.0	430	80	130	144.6	145
50	425	477.8	480	90	160	162.6	165
55	495	525.5	530	100	195	180.7	185
60	570	573.3	575	110	220	198.8	200
65	645	621.1	625	120	250	216.8	220
70	730	668.9	670	130	285	234.9	235
75	820	716.6	720				
80	910	764.4	765				

THE DESIGN SPEED ALONG N.6 AVE BASED ON THE LATEST RESURFACING, RESTORATION AND REHABILITATION PROJECT

Note: Intersection sight distance shown is for a stopped passenger car to turn right onto or to cross a two-lane roadway with no median and with grades of 3 percent or less. For other conditions, the time gap should be adjusted and the sight distance recalculated.

AASHTO SIGHT DISTANCE CHART

TRUE NORTH

1 / A001 **SIGHT VISABILITY TRIANGLES**
1" = 25'-0"

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

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LITAL CHERTKOV, PROJECT MANAGER
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Tamara Peacock, R.A
License No. 12126

ISSUED FOR:

PHOENIX HEALTH LLC - NORTH MIAMI BEACH

DATE:

11/12/2024

SHEET NAME:

SITE VISABILITY

REVISION	REVISION DATE	ISSUED FOR

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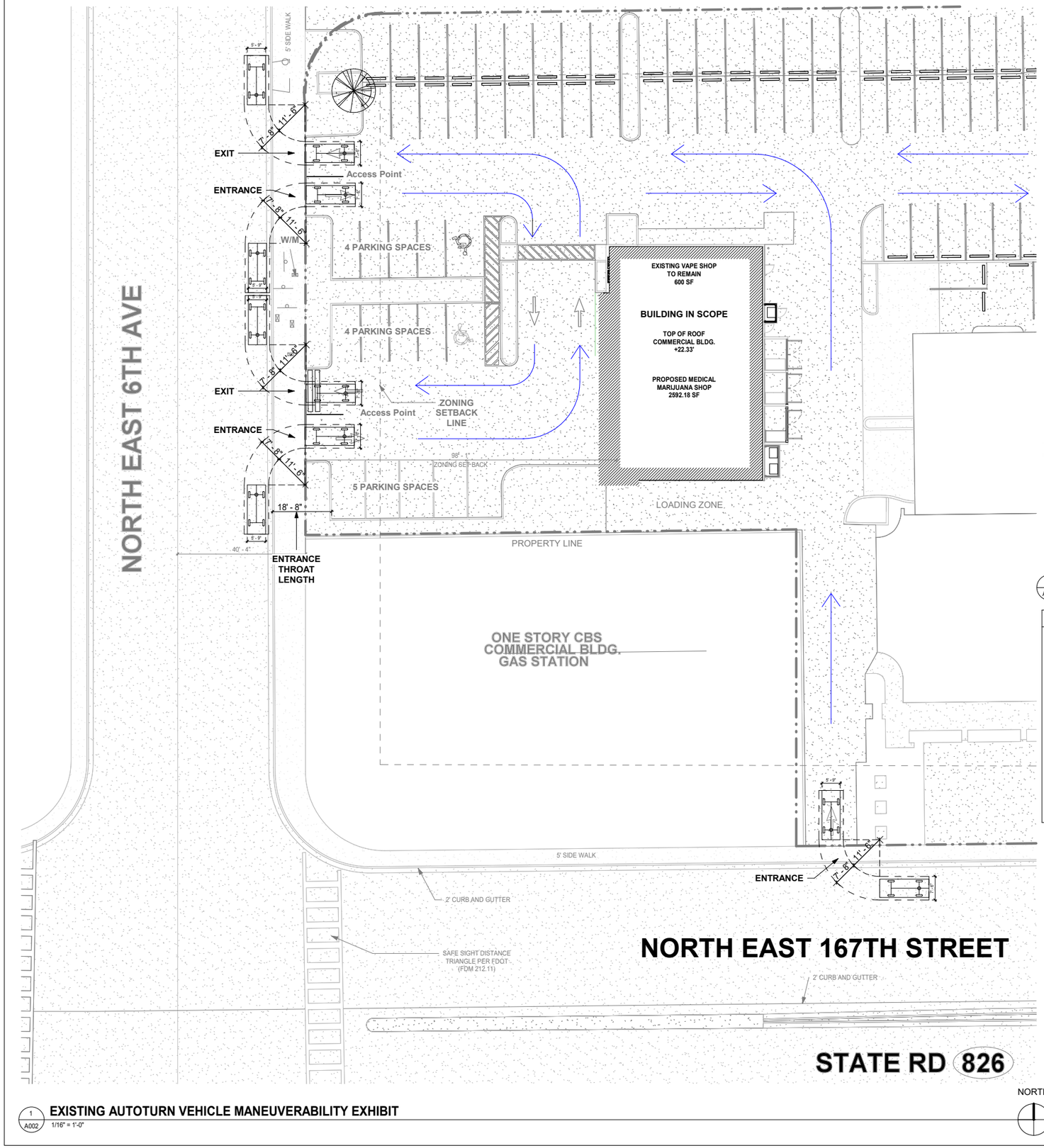
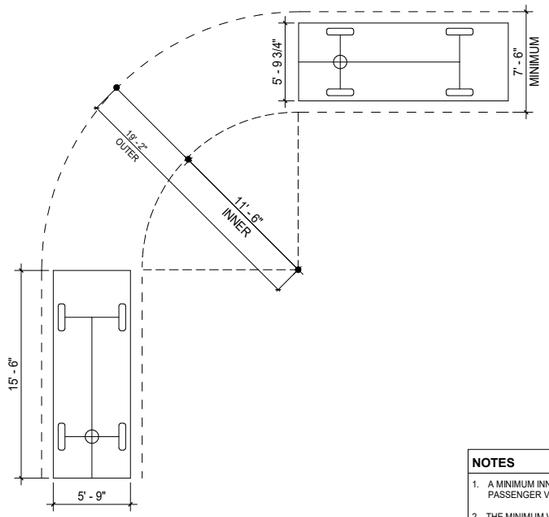
DATE: 5/13/2025 1:58:57 PM
PROJ. NO.: CHECKER
DRAWN BY: | PROJ MNGR.:
REVISED BY: CHECKER | CAPT.: APPROVER

SHEET NO.:

A001



1 A002 **EXISTING AUTOTURN VEHICLE MANEUVERABILITY EXHIBIT**
1/16" = 1'-0"



2 A002 **PASSENGER TURN RADIUS DETAIL.**
3/16" = 1'-0"

NOTES

1. A MINIMUM INNER TURNING RADIUS OF 11'6" SHOULD BE PROVIDED FOR A PASSENGER VEHICLE MAKING A 90° TURN.
2. THE MINIMUM WIDTH OF A 90° TURNING PATH FOR A PASSENGER VEHICLE IS 7' 6" | 2.3 M BASED ON THE FRONT AND BACK OVERHANGS OF A TYPICAL CAR.

VEHICLE WHEELBASE: 8'-10" **VEHICLE LENGTH:** 15'-6" **VEHICLE WIDTH:** 5'-9"

NOTES	SITE DATA:
1. EXISTING CONDITIONS SHOWN PER SURVEY PREPARED BY AFA & COMPANY, INC. DATED 02-21-2025. SHOWN FOR GENERAL REFERENCE ONLY, REFER TO SURVEY FOR DETAILS. 2. EXISTING CURBS , GUTTER , SIDEWALK AND FLARED DRIVEWAY TO REMAIN.	**ZONING:** MU/IB - W (MIXED-USE INTERNATIONAL BOULEVARD DISTRICT) **LAND USE DESIGNATION:** B-2 **TOTAL COMMERCIAL SQUARE FOOTAGE: 18,821.12** **LOT SIZE : 137,964 SQ.FT / GROSS LOT SIZE: 142,228 SQ.FT / LOT COVERAGE %: 14%** **IN SCOPE BUILDING HEIGHT: 13'** **IN SCOPE BUILDING FOOTPRINT: 3329 SQ.FT**

CAR CIRCULATION

IMPERVIOUS AREAS	EXISTING	PROPOSED	PERCENTAGE%
TOTAL IMPERVIOUS AREA	115,220.33 SF	TO REMAIN	83%
PERVIOUS AREAS	**EXISTING**	**PROPOSED**	**PERCENTAGE%**
TOTAL PERVIOUS AREA	11,161.67 SF	TO REMAIN	8%
LEGAL DESCRIPTION			
RE-SUB OF W FULFORD BY SEA			

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TAMARA PEACOCK, R.A
LICENSE No.:12126

ISSUED FOR:

PHOENIX HEALTH LLC - NORTH MIAMI BEACH

DATE:

11/12/2024

SHEET NAME:

EXISTING AUTO MANEUVER -ABILITY EXIT

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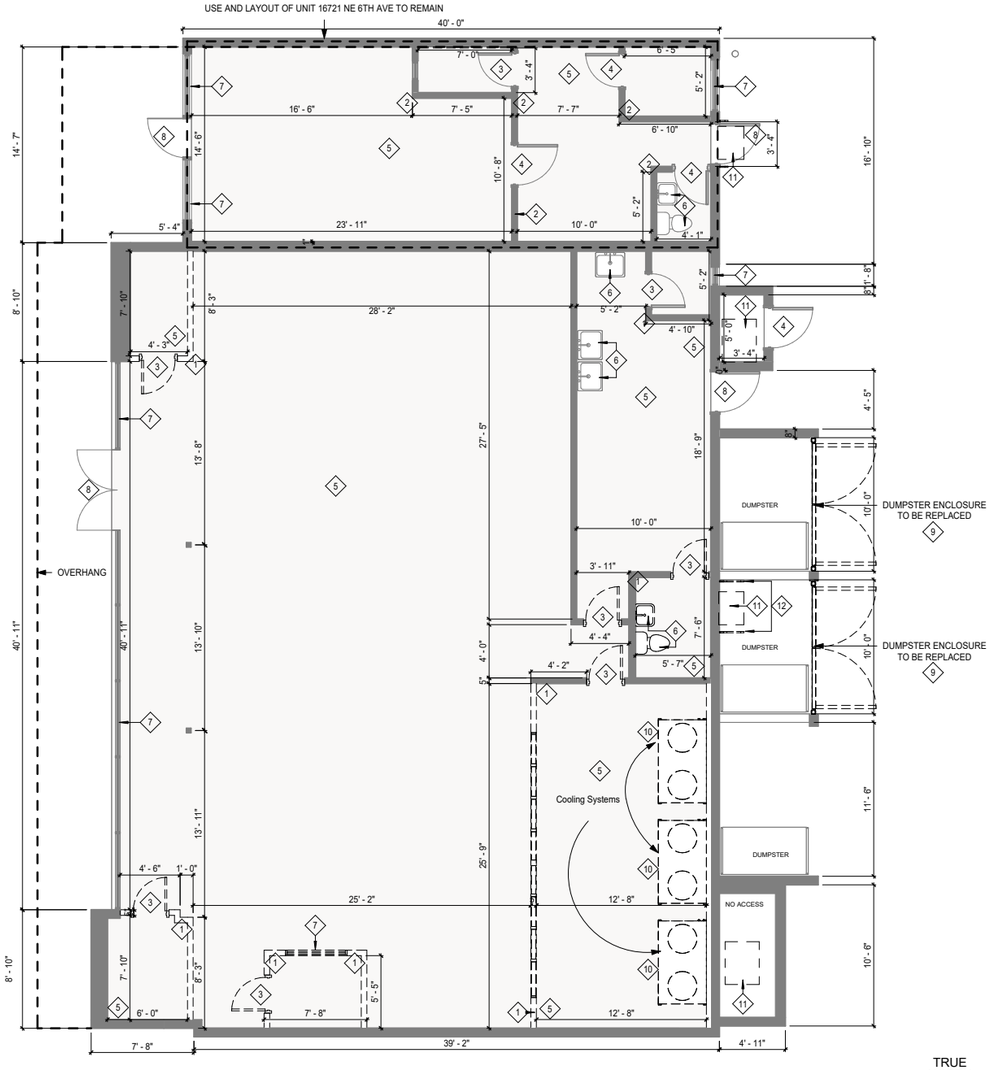
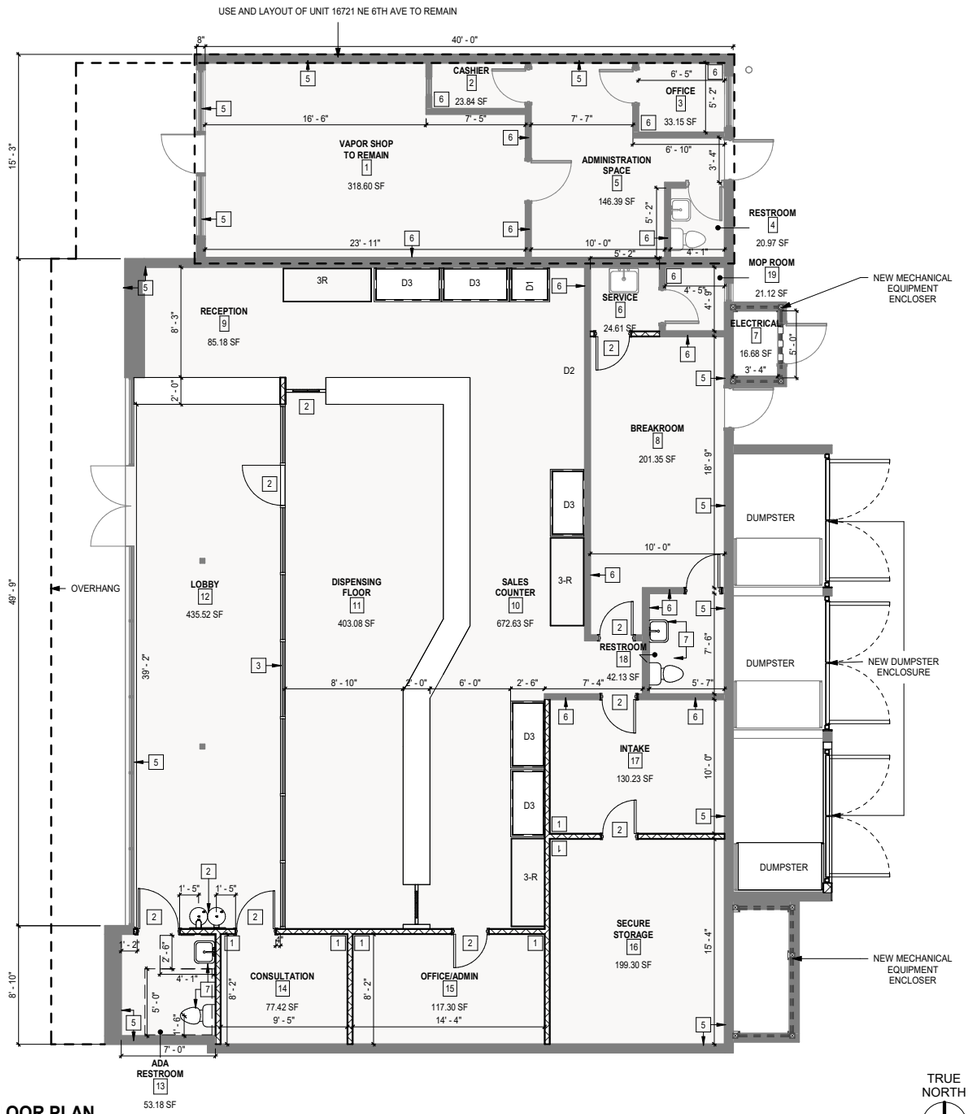
A002



1 EXISTING DEMO FLOOR PLAN

A100 — 3/16" = 1'-0"

TRUE NORTH



2 NEW FLOOR PLAN

A100 — 3/16" = 1'-0"

TRUE NORTH

SCOPE OF WORK- DEMO

1. EXISTING PARTITIONS TO BE DEMOLISHED. G.C. TO PATCH AND REPAIR TO PREPARE EXISTING WALLS TO REMAIN, AS NEEDED TO PREPARE FOR NEW CONSTRUCTION. (TYP.)
2. EXISTING PARTITIONS TO REMAIN, PATCHED, REPAIRED AND REPAINTED.
3. EXISTING DOOR(S) TO BE REMOVED.
4. EXISTING DOOR TO REMAIN. G.C TO PATCH, REPAIR AND PAINT.
5. G.C. SHALL REMOVE ALL EXISTING FLOORING THROUGHOUT. G.C. SHALL PREP FLOOR FOR NEW FINISH. REFER TO FINISH PLAN ON SHEET A801 FOR LAYOUT AND SPECS.
6. G.C. SHALL REMOVE MILLWORK AND PLUMBING FIXTURES. CAP PLUMBING FIXTURES FOR FUTURE USE OR ABATEMENT.
7. EXTERIOR WINDOWS TO REMAIN.
8. EXIT DOORS TO REMAIN.
9. DUMPSTER GATE TO BE REPLACED
10. INDUSTRIALS COOLERS TO BE DEMO AND DISPOSED
11. MECHANICAL EQUIPMENT TO BE DEMO
12. WALL MOUNTED METAL PLATFORM TO BE DEMO

SCOPE OF WORK- NEW WORK

1. PROVIDE AND INSTALL NEW PARTITION WALLS. PAINT PER FINISH SCHEDULE FOR SMOOTH SURFACE TO RECEIVE
2. PROVIDE AND INSTALL NEW DOORS
3. PROVIDE AND INSTALL NEW GLASS PARTITION WALL.
4. INSTALL NEW FLOOR & BASE FINISHES THROUGHOUT.
5. PATCH AND INTERIORLY FRAME EXISTING EXTERIOR WALLS.
6. PATCH AND PAINT EXISTING INTERIOR WALLS PER FINISH SCHEDULE - FOR SMOOTH SURFACE TO RECEIVE .
7. NEW PLUMBING FIXTURES TO BE PROVIDED AND INSTALLED
8. CLIENT TO PROVIDE MILL WORK AND G.C TO INSTALL IT.

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License No.:12126

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DATE:

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DEMO / NEW FLOOR PLAN

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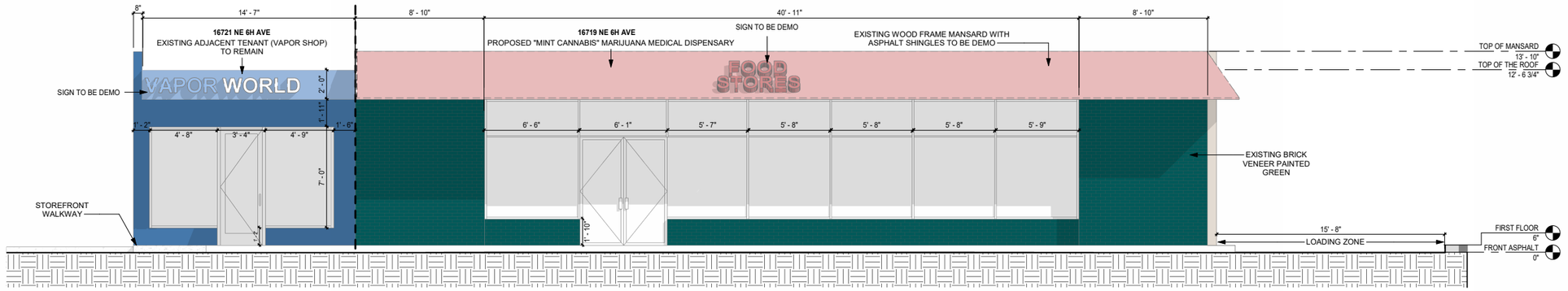
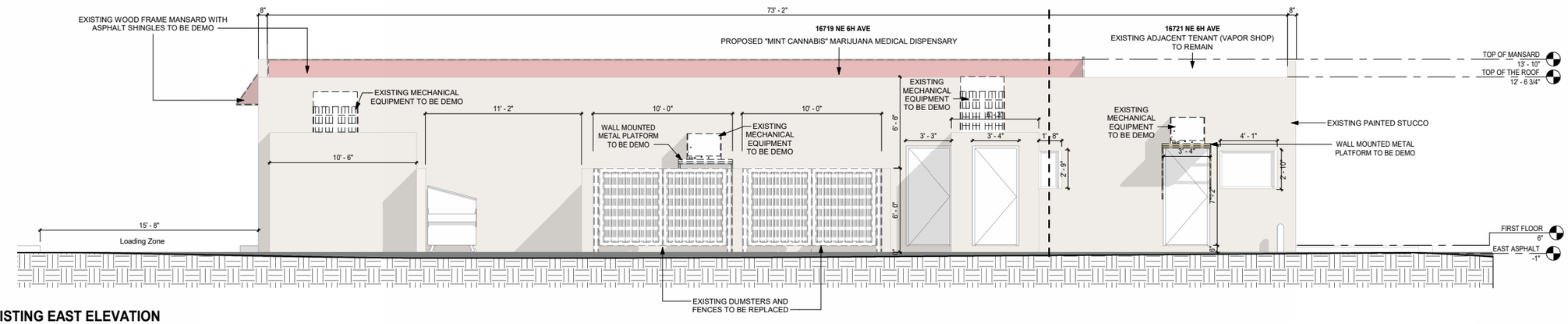


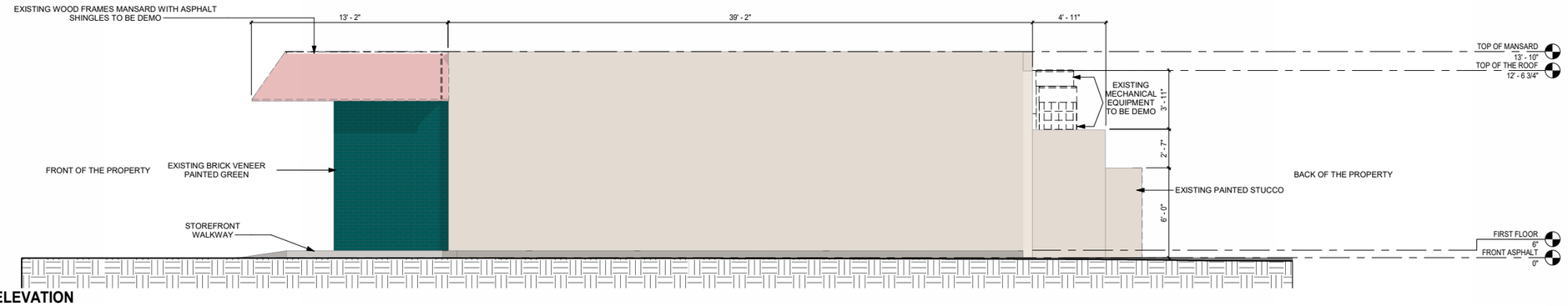
4 A200 **EXISTING WEST ELEVATION**

1/4" = 1'-0"



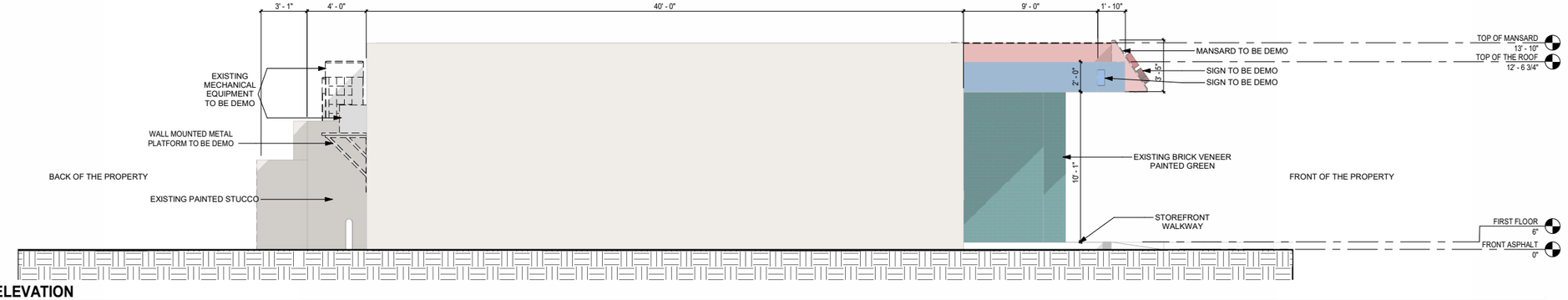
2 A200 **EXISTING EAST ELEVATION**

1/4" = 1'-0"



3 A200 **EXISTING SOUTH ELEVATION**

1/4" = 1'-0"



1 A200 **EXISITNG NORTH ELEVATION**

1/4" = 1'-0"

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License No. 12126

ISSUED FOR:

PHOENIX HEALTH LLC - NORTH MIAMI BEACH

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EXISTING EXTERIOR ELEVATIONS

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A200

PAINT SCHEDULE				
MARK	COLOR SAMPLE	USE	PAINT/FINISH	COLOR AND MANUFACTURER
P1		PRIMARY	BY OTHERS	SW 7004 SNOWBOUND - SHERWIN-WILLIAMS
P2		ACCENT 1	BY OTHERS	SW 6193 PRIVILEGE GREEN - SHERWIN-WILLIAMS
P3		ACCENT 2	BY OTHERS	SW 6195 ROCK GARDEN - SHERWIN-WILLIAMS

NOTES

1. PANES OF FACADE.
2. REPAIR STUCCO.
3. REMOVE MAN AND REMODEL FASCIA OVER HANG
4. DUMPSTERS TO BE SCREENED WITH NEW TOUGHGATE ALUMINUM PLANAR METAL GATE W/ EXTRUDED ALUMINUM GATE FRAME
5. NEW SIGNAGE TO BE PROVIDED FOR THE VAPE SHOP AND DISPENSARY.
6. ALL WINDOWS TO RECEIVE MILK FROSTING FOR A UNIFIED LOOK.
7. ALL EXISTING MECHANICAL EQUIPMENTS TO BE DEMO AND NEW EQUIPMENT TO BE SCREENED FOR AESTHETIC PURPOSES.

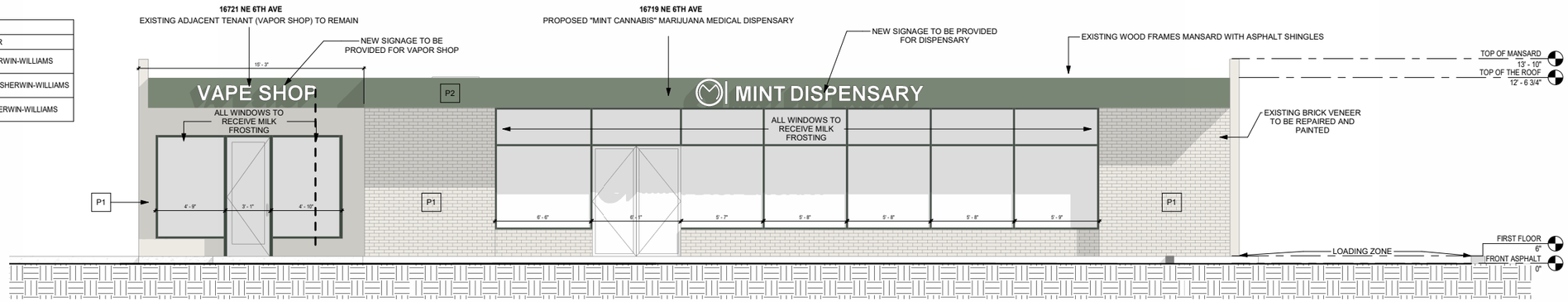
RECOMMENDATIONS

PAINT TYPE AND FINISH BY OWNER. SHERWIN-WILLIAMS TO ADVISE ON WHICH PAINT TYPE TO BE USED FOR DIFFERENT APPLICATIONS. AS A GENERAL RECOMMENDATION WE RECOMMEND THE FOLLOWING:

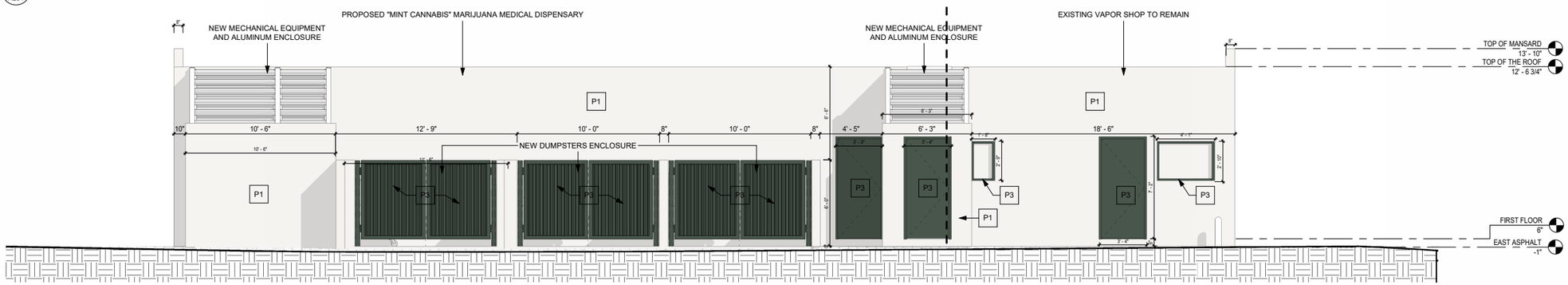
- FOR EXTERIOR PRIMER:
  EXTERIOR CONCRETE AND MASONRY PRIMER- FOR EXISTING CONSTRUCTION: FACTORY FORMULATED ALKALI-RESISTANT ACRYLIC PRIMER FOR EXTERIOR APPLICATION SHERWIN-WILLIAMS; LOXON CONDITIONER (A24W1100): APPLIED AT A SPREAD RATE OF 300-400 SQUARE FEET PER GALLON.
- FOR EXTERIOR FINISH COATS:
  EXTERIOR SEMI GLOSS ACRYLIC ENAMEL: FACTORY-FORMULATED SEMI-GLOSS WATERBORNE ACRYLIC-LATEX ENAMEL FOR EXTERIOR APPLICATION
  SHERWIN-WILLIAMS: DTM ACRYLIC COATING (B66-200 SERIES SEMI-GLOSS) APPLIED AT A DRY FILM THICKNESS O F NOT LESS THAN 2.5 MILS PER COAT.

NOTES

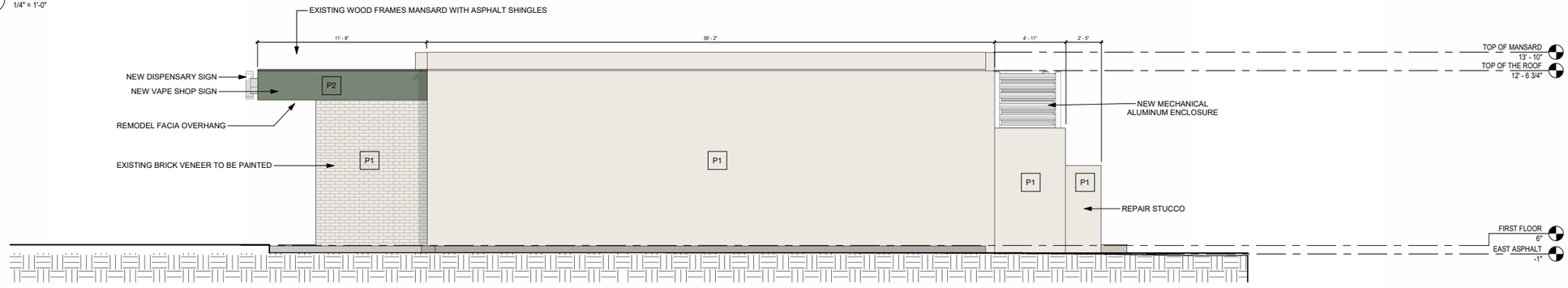
- ALL AREAS OF STUCCO, CONCRETE, AND OTHER FINISH MATERIALS TO BE PAINTED. THIS INCLUDES INNER SIDE OF PARAPETS, LOW WALLS, CEILINGS, BEAMS, COLUMNS, ETC.
- METAL ELEMENTS SUCH AS BUT NOT LIMITED TO HANDRAILS, WINDOW SHUTTERS, WINDOW FRAMES, LIGHTING FIXTURES FACTORY PAINTED NOT TO BE PAINTED UNLESS SPECIFIED BY OWNER.
- AREAS OF AMBIGUITY SHOULD BE NOTIFIED TO ARCHITECT FOR DIRECTION.



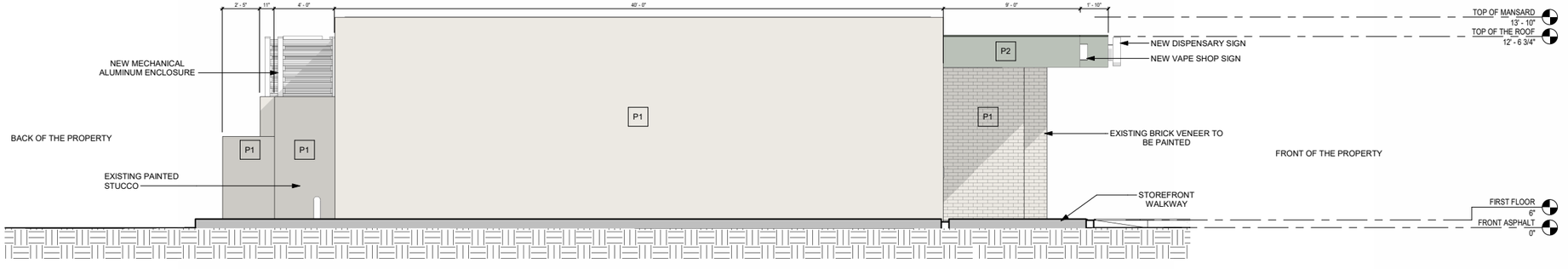
4 A201 **NEW WEST ELEVATION**
1/4" = 1'-0"



2 A201 **NEW EAST ELEVATION**
1/4" = 1'-0"



3 A201 **NEW SOUTH ELEVATION**
1/4" = 1'-0"



1 A201 **NEW NORTH ELEVATION**
1/4" = 1'-0"

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NEW EXTERIOR ELEVATIONS

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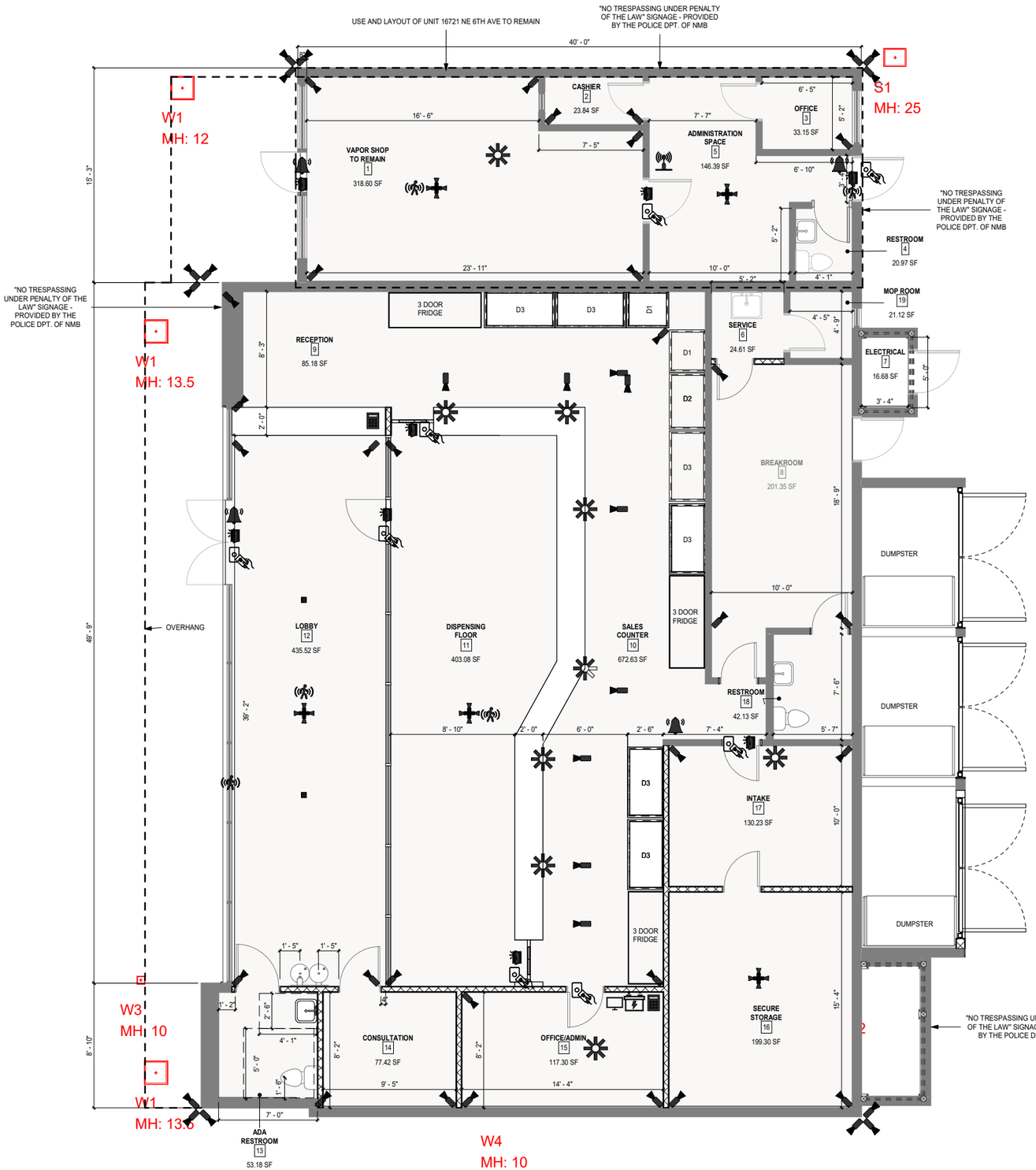

1 A300 **SECURITY PLAN**
1/4" = 1'-0"

SECURITY FIXTURE LEGEND		
SYMBOL	DESCRIPTION	QUANITITY
	WIRELESS PANIC/HOLD UP BUTTONS	QTY - 9
	TOUCH SCREEN SECURITY SYSTEM KEYPADS	QTY - 2
	HARDWIRED ALARM SIRENS	QTY - 4
	SURFACE MOUNTED DOOR CONTACT SENSORS	QTY - 8
	WIRELESS REPEATER	QTY - 1
	SECURITY NETWORK BATTERY BACKUP POWER	QTY - 1
	HARDWIRED MOTION / SHOCK SENSORS	QTY - 5
	SECURITY NETWORK CONTROL BASE	QTY - 1
	SECURITY CAMERA	QTY - 38
	360 SECURITY CAMERA	QTY - 5
	EXTERIOR SECURITY CAMERA	QTY - 15
	FOB SECURITY ACCESS CARDS	QTY - 8

2 A300 **SECURITY PLAN LEGEND**
1/4" = 1'-0"

Photometrics Calculation Software Generated Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Lum. Watts	Arr. Watts
	1	S1	Single	25839	25839	0.900	186	186
	3	W1	Single	75895	75895	0.900	512.8	512.8
	1	W2	Single	5008	5008	0.900	34	34
	2	W3	Single	4729	4729	0.900	34	34
	1	W4	Single	4123	4123	0.900	34	34

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BACK OF HOUSE	Illuminance	Fc	2.99	5.3	1.2	2.49	4.42
PARKING LOT	Illuminance	Fc	7.44	43.1	1.1	6.76	39.18
PROPERTY LINE	Illuminance	Fc	0.33	0.5	0.1	3.30	5.00

SECURITY LIGHTING SCHEDULE

NORTH

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DATE:
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SHEET NAME:
SECURITY PLAN

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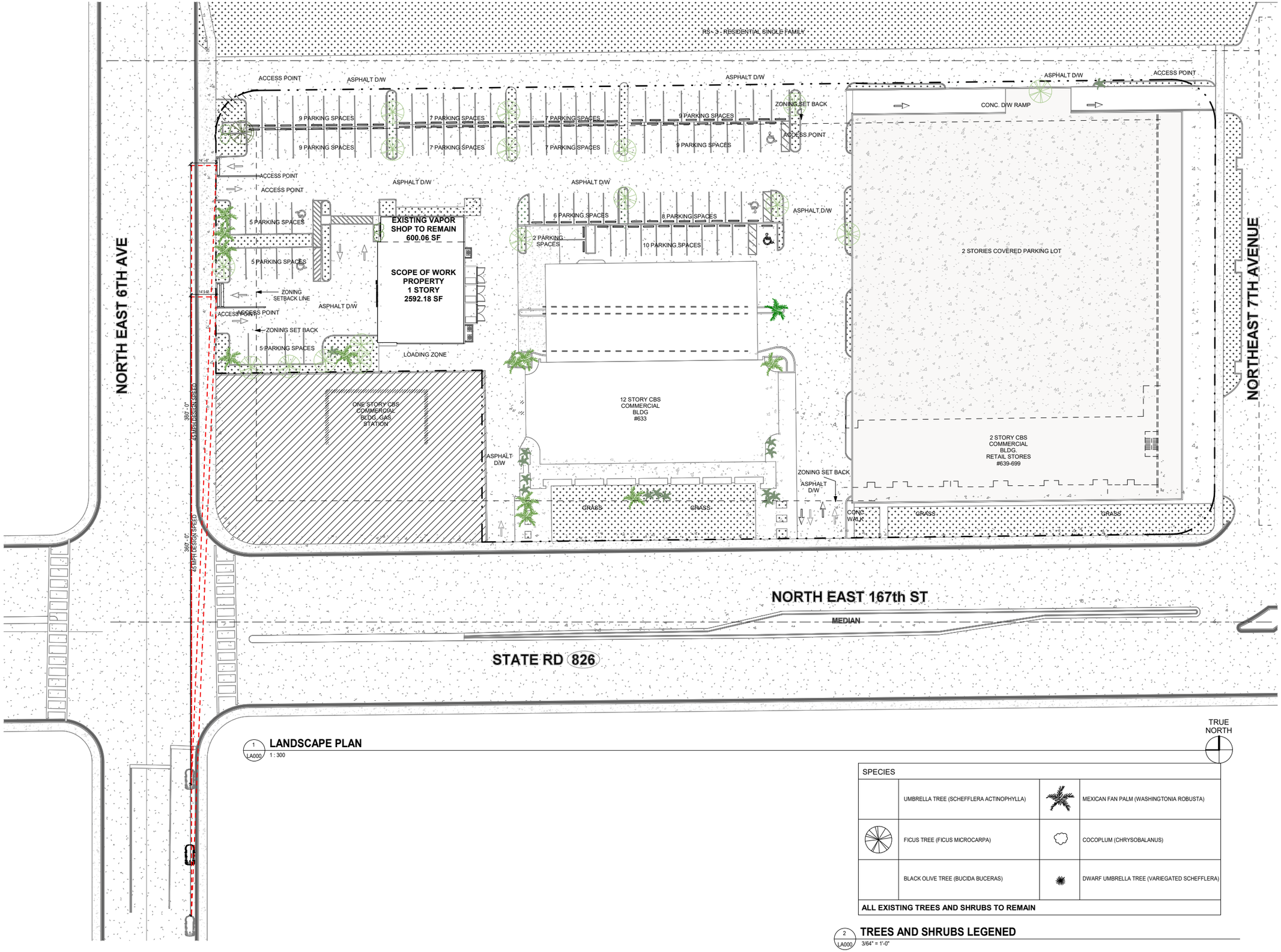

1 LA000 **LANDSCAPE PLAN**
1 : 300

SPECIES			
	UMBRELLA TREE (SCHEFFLERA ACTINOPHYLLA)		MEXICAN FAN PALM (WASHINGTONIA ROBUSTA)
	FICUS TREE (FICUS MICROCARPA)		COCOPLUM (CHRYSOBALANUS)
	BLACK OLIVE TREE (BUCIDA BUCERAS)		DWARF UMBRELLA TREE (VARIEGATED SCHEFFLERA)
ALL EXISTING TREES AND SHRUBS TO REMAIN			

2 LA000 **TREES AND SHRUBS LEGENED**
3/64" = 1'-0"

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DATE:
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SHEET NAME:
LANDSCAPE

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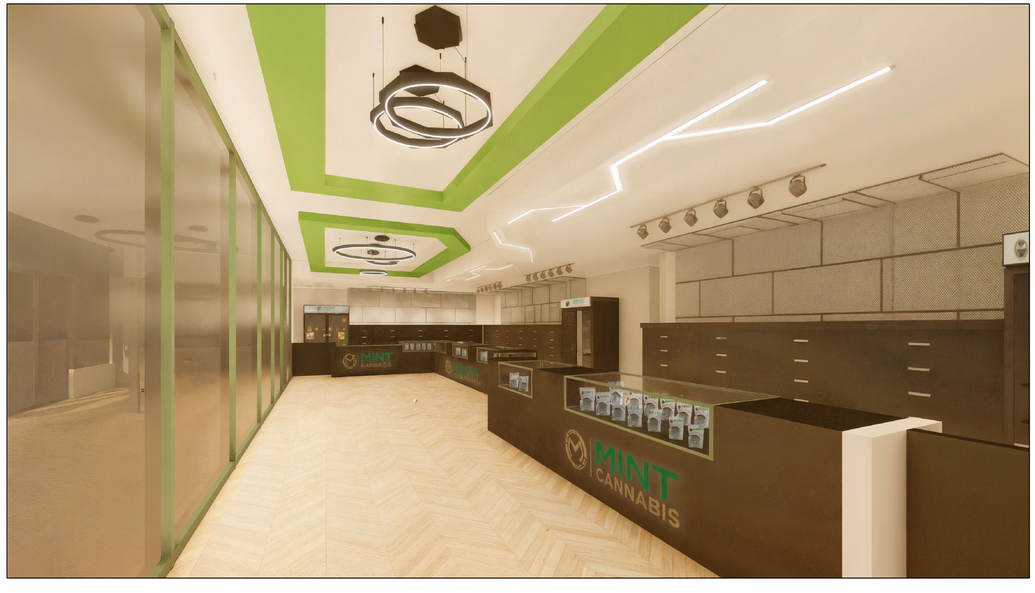
PROJ MNGR.: LITAL CHERTKOV
REVISED BY: 24-039
CAPT.: APPROVER

SHEET NO.:
LA000

EXTERIOR RENDER

INTERIOR RENDER 1



INTERIOR RENDER 2

PEACOCK ARCHITECTS

1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

THE TAMARA PEACOCK CO. ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

CRISTIN PEACOCK, ARCHITECT
CRISTIN@PEACOCKARCHITECT.COM

LITAL CHERTKOV, PROJECT MANAGER
LITAL@PEACOCKARCHITECT.COM

OWNER:
699 NE 167 ST
14 NORTH MADISON AVE SUITE #101
SPRING VALLEY, NY 10977

PROJECT NAME:
NORTH MIAMI BEACH MEDICAL MARIJUANA DISPENSARY
16719 NE 6TH AVE,
North Miami Beach, FL, 33162

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:

DATE:

SHEET NAME:
RENDERINGS

REVISION	REVISION DATE	ISSUED FOR

This document is property of Peacock Architects and no part herein shall be used except for the specific project without consent of Peacock Architects. This document was prepared by Peacock Architects according to the terms of general conditions of the contract for construction.
This document does not either in whole or in part constitute any direction or instruction to any contractor with regards to construction means, methods or techniques. By this document the Architect does not intend to express any opinion, direction or instruction of any kind whatsoever as to the manner in which the construccion work is to be accomplished.

DATE: 5/19/2025 9:26:13 AM
PROJ. NO.: CHECKER
DRAWN BY: AUTHOR
PROJ MNGR.: DESIGNER
REVISED BY: CHECKER
CAPT.: APPROVER

SHEET NO.:
R000

PEACOCK ARCHITECTS

1512 East Broward Blvd., Ste 102
Fort Lauderdale, FL 33301
954 728 8000
www.peacockarchitect.com

Friday, May 16, 2025

Planning and Zoning Department

City of North Miami Beach

17050 NE 19th Avenue, 1st Floor

North Miami Beach, FL 33162

305-948-2966

Subject: **Conditional Use – Design Statement**

Project Name: Mint Cannabis Medical Marijuana Treatment Center Dispensary

16719 NE 6th Ave, North Miami Beach, FL 33162

Folio # 07-2207-013-0010

Property Owner: 699 NE 167 ST

Project Owner: Eivan Shahara, Phoenix Health LLC

Project Representative: Andy King, Site Construction & Development Director

Project Representative's Contact Information: 321-507-9036 / andy@brightroot.com

Authorized Agent: The Tamara Peacock Company Architects

Authorized Agent's Contact Information: 954-728-8000 / lital@peacockarchitect.com

Design Statement

This design for our Medical Marijuana Treatment Center (MMTC) focuses on delivering a modern, welcoming, and compliant space that elevates patient experience and community perception. With a scope that includes the interior layout and exterior building elevations, the project aims to enhance the visual identity of the facility while aligning with operational needs, regulatory standards, and broader community goals.

The interior was developed to offer patients a dignified and calm environment—one that supports both medical consultation and product education. The design uses a neutral, wellness-focused palette of warm wood tones, natural textures, and soft ambient lighting to create a sense of ease and comfort. Clean lines, modular furniture, and secure yet transparent product displays strike the right balance between accessibility, aesthetics, and functionality.

Lighting plays a central role in reinforcing both ambiance and public safety. Interior lighting includes recessed fixtures, cove lighting, and integrated display illumination to ensure product visibility while maintaining a warm, non-clinical atmosphere. On the exterior, upgraded lighting highlights the building's architectural features while improving nighttime visibility, deterring loitering, and supporting a secure environment for both patients and staff. A well-lit, professionally presented exterior reinforces the legitimacy of the business as a licensed medical facility and helps build trust with the surrounding community.

PEACOCK ARCHITECTS

1512 East Broward Blvd., Ste 102
Fort Lauderdale, FL 33301
954 728 8000
www.peacockarchitect.com

The exterior elevations were thoughtfully enhanced to improve the building's relationship with its surroundings and elevate curb appeal. These architectural upgrades are intended to beautify the property, making it a more attractive and professional presence within the community. Finishes have been selected to express a modern health and wellness identity—clean, contemporary, and approachable.

Beyond its design, this MMTC is intended to serve as a community health solution. It offers an accessible pathway to alternative treatment options for patients with chronic conditions, pain management needs, and other qualifying diagnoses. Educational displays, informational signage, and professional staff support a patient-centered, stigma-free experience.

Importantly, the facility is also positioned to serve as an economic anchor for the City of North Miami Beach. In addition to creating jobs and supporting local suppliers, the MMTC contributes to neighborhood stabilization and long-term economic development. Its improved appearance and consistent operations are expected to attract foot traffic and improve the commercial corridor's viability.

In summary, this project elevates the visual and experiential quality of the treatment center through targeted interior improvements and enhanced exterior elevations. It stands as a symbol of care, progress, and professionalism—supporting not only the individual needs of patients, but also the public image and economic vitality of the North Miami Beach community.

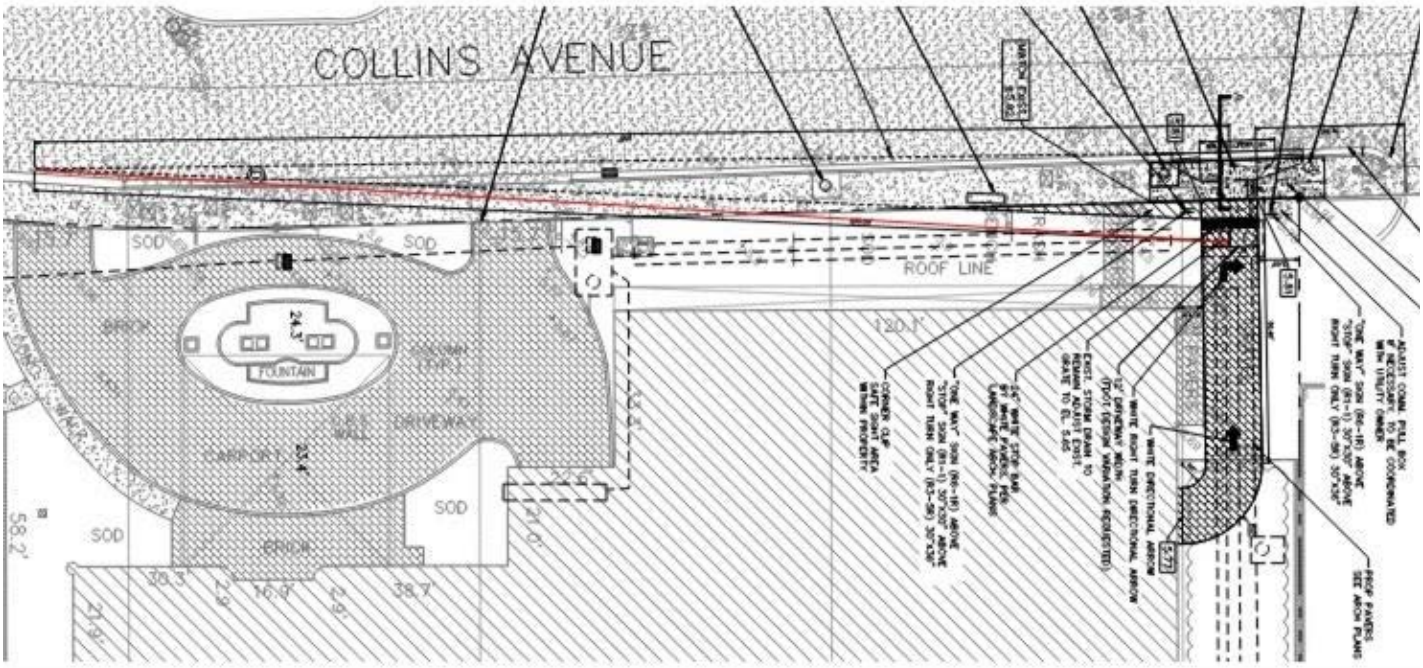
Outlook

RE: Conditional Use - City requests FDOT approval

From Yi, Alex <Alex.Yi@dot.state.fl.us>
Date Wed 3/5/2025 2:41 PM
To Lital Chertkov <lital@peacockarchitect.com>; Figueroa, Mariger <Mariger.Figueroa@dot.state.fl.us>
Cc Cristin Peacock <cristin@peacockarchitect.com>; Leon, Aldo <Aldo.Leon@dot.state.fl.us>; Jett, Elizabeth <Elizabeth.Jett@dot.state.fl.us>; Ekaterina Bobylev <ekaterina@peacockarchitect.com>

1 attachment (1 MB)
Driveway Plan R3 C-1 SS.pdf;

Lital,
The comment from the City to provide sight visibility triangles on the side of each of the driveway connections to N. 6th Avenue refers to showing the required intersection sight distance (FDM 212.11) on the plans. I have attached a sample for your reference



Based on the latest RRR project, the design speed along N. 6 Avenue is 45 mph. Only a right turn is allowed exiting the driveway which the required intersection sight distance is based on AASHTO Case B-2.

AASHTO Case B-2 requires 360 feet for a design variation of 45 mph.

Table 9-9. Design Intersection Sight Distance—Case B2, Right Turn from Stop

U.S. Customary				Metric			
Design Speed (mph)	Stopping Sight Distance (ft)	Intersection Sight Distance for Passenger Cars		Design Speed (km/h)	Stopping Sight Distance (m)	Intersection Sight Distance for Passenger Cars	
		Calculated (ft)	Design (ft)			Calculated (m)	Design (m)
15	80	143.3	145	20	20	36.1	40
20	115	191.1	195	30	35	54.2	55
25	155	238.9	240	40	50	72.3	75
30	200	286.7	290	50	65	90.4	95
35	250	334.4	335	60	85	108.4	110
40	305	382.2	385	70	105	126.5	130
45	360	430.0	430	80	130	144.6	145
50	425	477.8	480	90	160	162.6	165
55	495	525.5	530	100	185	180.7	185
60	570	573.3	575	110	220	198.8	200
65	645	621.1	625	120	250	216.8	220
70	730	668.9	670	130	285	234.9	235
75	820	716.6	720				
80	910	764.4	765				

Note: Intersection sight distance shown is for a stopped passenger car to turn right onto or to cross a two-lane roadway with no median and with grades of 3 percent or less. For other conditions, the time gap should be adjusted and the sight distance recalculated.

Show a sight triangle to the left of the driveway of 360 feet at 14.5 feet from the edge of pavement. Since there 9-foot sidewalks, the driver's eye setback of 14.5 feet would place the sight triangle within FDOT right-of-way where there are no above fixed objects within the sidewalk that would obstruct the sight of an exiting vehicle making a right turn.

Therefore, a Design Variation for Intersection Sight Distance would not be required from FDOT.

Regards,

Alexander S. Yi, P.E.
Plans Reviewer
In-house Consultant – CHA
Florida Department of Transportation - District 6
Adam Leigh Cann Building
1000 N.W. 111 Avenue, Room 6102-A
Miami, Florida 33172
Phone: (305)-470-5261 Fax: (305)-470-5338
Email: **alex.yi@dot.state.fl.us**

Outlook

RE: Re: D6 Pre-application meeting / Mint Medical Marijuana / 16719 -16721 NE 6 Ave, North Miami Beach

Organizer	Roque, Orlando <Orlando.Roque@dot.state.fl.us>
Meeting time	This event occurred 4 hours ago (Wed 3/12/2025 9:30 AM - 10:00 AM)
Location	Microsoft Teams Meeting
My response	Not yet responded
Required attendees	Roque, Orlando, Ekaterina Bobylev, Cristin Peacock, Lital Chertkov, Figueroa, Mariger, Allu, Phani, Fuentes, Karina, Polo, Ernesto, anamersy.arce@miamidade.gov, dalila.fernandez@miamidade.gov
Optional attendees	Jett, Elizabeth, Leon, Aldo
Message sent	Wed 3/12/2025 9:45 AM

Good morning,

Minutes of Pre-Application Meeting for Redevelopment / Mint Medical Marijuana / 16719 -16721 NE 6 Ave, North Miami Beach
Permittee was informed that the pre-application meeting is a non-binding meeting according to Florida Statute.
Wednesday 3/12/2025 9:30 AM

Main points of discussion:

- Project location/description and current access points.
- The project proposes to redevelop 16719 – 16721 NE 6 Ave.
- Site proposes a reduction in trip generation.

Department's general feedback:

- No permits are required.

Traffic Ops feedback:

- The subject site is located on the northeast corner of SR 826/NE 167 Street and SR 916/NE 6 Avenue. At the subject location, NE 167 Street is an access class 7 roadway with a posted speed of 35 mph (Context Class C4) and NE 6 Avenue is an access class 6 roadway with a posted speed of 40 mph (Context Class C4).
- The proposed modification involves converting an existing building from a convenience store/vape shop into a marijuana dispensary. Based on the traffic study, this change is expected to result in a reduction in overall trips.
- The driveways serving the proposed dispensary also provide access to several existing land uses on the same property. Given the trip generation, it would be preferable to have radial return driveways (existing appear to be flared); however, considering that it is not a significant change, there are no comments from traffic operations standpoint.

Feel free to contact me if you have any questions.

Regards,

Aldo Leon

District Permit Coordinator (In House Consultant – MGF Consultants)
Florida Department of Transportation – District 6
1000 NW 111th Avenue, #6201, Miami, FL 33172
Office: (305) 470-5372
Email: aldo.leon@dot.state.fl.us

Customer Driven!
For Permit Information: OSP – One Stop Permitting

FDOT
District Maintenance Office
Permitting Department

-----Original Appointment-----
From: Roque, Orlando <Orlando.Roque@dot.state.fl.us>
Sent: Thursday, February 27, 2025 1:47 PM
To: Roque, Orlando; ekaterina@peacockarchitect.com; cristin@peacockarchitect.com; lital@peacockarchitect.com; Figueroa, Mariger; Allu, Phani; Fuentes, Karina; Polo, Ernesto; anamersy.arce@miamidade.gov; dalila.fernandez@miamidade.gov
Cc: Jett, Elizabeth; Leon, Aldo
Subject: Re: D6 Pre-application meeting / Mint Medical Marijuana / 16719 -16721 NE 6 Ave, North Miami Beach
When: Wednesday, March 12, 2025 9:30 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).
Where: Microsoft Teams Meeting

Hi,

This is the pre-app meeting that was scheduled to discuss the subject project. If there is any additional information you think would be relevant to the meeting please include it in the meeting documents so that we may discuss at our scheduled time.

Please note that it is important we are all available to discuss anything that may come up.

Thank you,

Orlando Roque

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 279 152 705 912

Passcode: WQ2op7CL

Dial in by phone

+1 850-739-5589,,835068253# United States, Tallahassee

Find a local number

Phone conference ID: 835 068 253#

Join on a video conferencing device

Tenant key: 11384774@t.plcm.vc

Video ID: 117 366 670 8

More info

For organizers: Meeting options | Reset dial-in PIN

Information that is submitted to the Florida Department of Transportation is open for personal inspection and copying by any person in accordance with Chapter 119, Florida Statutes (F.S.).

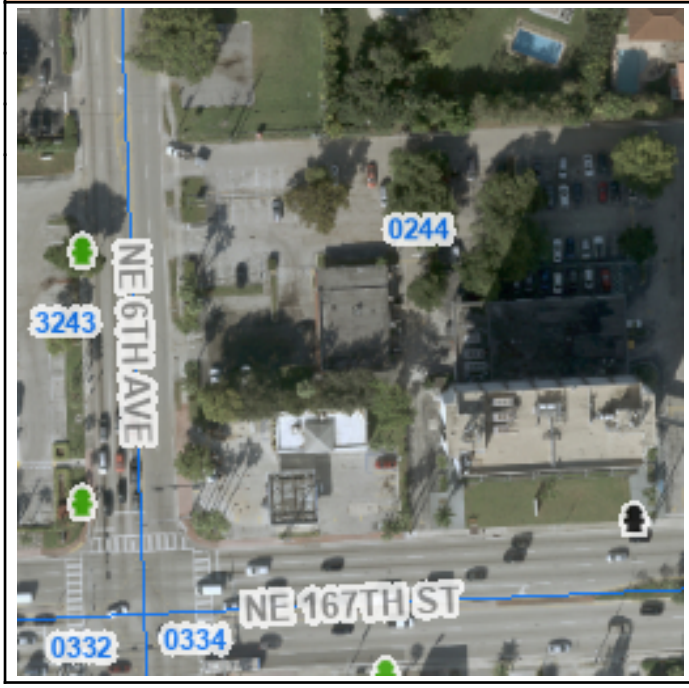
Org help | Privacy and security

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR11709	Agency Hydrant ID:	
Repair Owner:	NMB	Station:	NMB
Location:	705-761 NE 167TH ST		

Flow Test Information			
Flow Test Date:	01/21/2025 10:00:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	19
Static Pressure:	60	Pitot 2:	20
Residual Pressure:	56	Pitot 3:	
Hydrant Flow:	1317.59		
Available Flow @ 20 PSIG:	4568.57		
Sprinkler Static Pressure:	55		
Sprinkler Residual Pressure:	51		
Sprinkler Flow:	1242.59		
Comments:	MDFR2021 Flow, X2025039434		

Map



Requestor Information

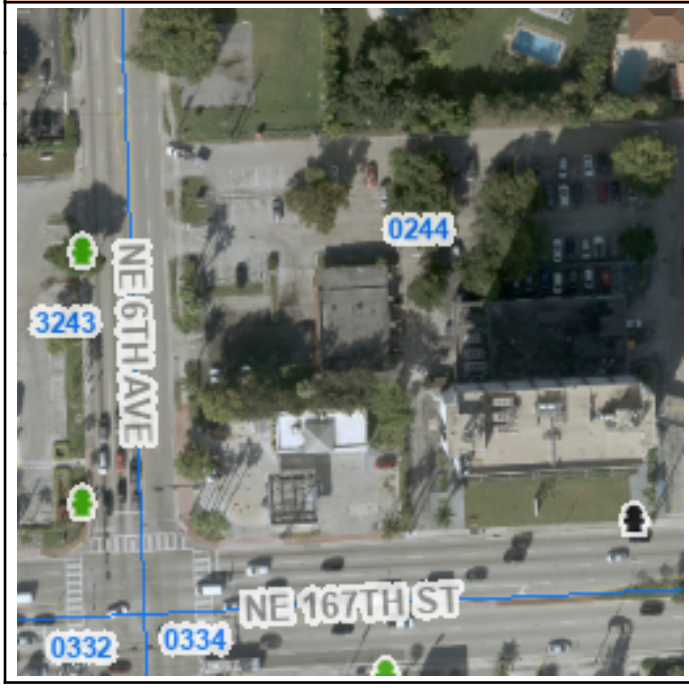
Date Requested:	01/21/2025 10:01:29
Requested By:	FIRE DEPT
Project Name:	
Application #:	

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR11709	Agency Hydrant ID:	
Repair Owner:	NMB	Station:	NMB
Location:	705-761 NE 167TH ST		

Flow Test Information			
Flow Test Date:	01/21/2025 10:00:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	19
Static Pressure:	60	Pitot 2:	20
Residual Pressure:	56	Pitot 3:	
Hydrant Flow:	1317.59		
Available Flow @ 20 PSIG:	4568.57		
Sprinkler Static Pressure:	55		
Sprinkler Residual Pressure:	51		
Sprinkler Flow:	1242.59		
Comments:	MDFR2021 Flow, X2025039434		

Map



Requestor Information

Date Requested:	01/21/2025 10:01:29
Requested By:	FIRE DEPT
Project Name:	
Application #:	

PEACOCK ARCHITECTS

1512 East Broward Blvd., Ste 102
Fort Lauderdale, FL 33301
954 728 8000
www.peacockarchitect.com

Monday, May 12th, 2025

Community Development Department

City of North Miami Beach

17050 NE 19th Avenue, 1st Floor

North Miami Beach, FL 33162

305-948-2966

Subject: **Conditional Use**

Project Name: Mint Cannabis Medical Marijuana Treatment Center Dispensary

16719 NE 6th Ave, North Miami Beach, FL 33162

Folio # 07-2207-013-0010

Property Owner: 699 NE 167 ST

Project Owner: Eivan Shahara, Phoenix Health LLC

Project Representative: Andy King, Site Construction & Development Director

Project Representative's Contact Information: 321-507-9036 / andy@brightroot.com

Authorized Agent: Peacock Architects

Authorized Agent's Contact Information: 954-728-8000 / lital@peacockarchitect.com

Type of Entitlements Being Sought: **Conditional Use Approval**

Intended Use:

The proposed development will function as a Medical Marijuana Treatment Center Dispensary located at 16719, with a vape shop as an adjacent tenant at 16721, offering essential healthcare and retail services to the community. The facility will focus on providing high-quality medical marijuana products to registered patients in a safe and secure environment. By promoting patient education and wellness, it aims to support broader healthcare goals within North Miami Beach and improve overall accessibility to medical treatment options.

Zoning Classification and Data:

The property is classified under the Mixed-Use International Boulevard District (MU/IB), which permits a variety of commercial and mixed-use developments, including healthcare services. There are no known covenants, liens, or other encumbrances affecting the site. The proposed project intends to comply with all relevant zoning and code regulations, with a request for conditional use approval to support the intended operations. Adjacent properties are zoned as follows: N – RS-3 - Residential Single Family (6000 SF Minimum) & MU/IB Mixed Use International BLVD DIstrict, E & W – MU/IB , and S – 167th street, city of Miami, BU-2 - Business Districts, Special.

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Fort Lauderdale, FL 33301
954 728 8000
www.peacockarchitect.com

Frontages:

NE 6th Ave: 74.1' (front of property)

Remaining property sides: 39.89' N, 75.25' E, and 40.10' S (non-street-facing)

Parking:

Existing Parking: 306 spaces provided (required: 289; surplus: 17 spaces)

Handicapped (ADA) Spaces: 11 spaces provided (required: 8; surplus: 3 spaces)

Modifications: No changes to the existing parking configuration are planned.

Urban Context:

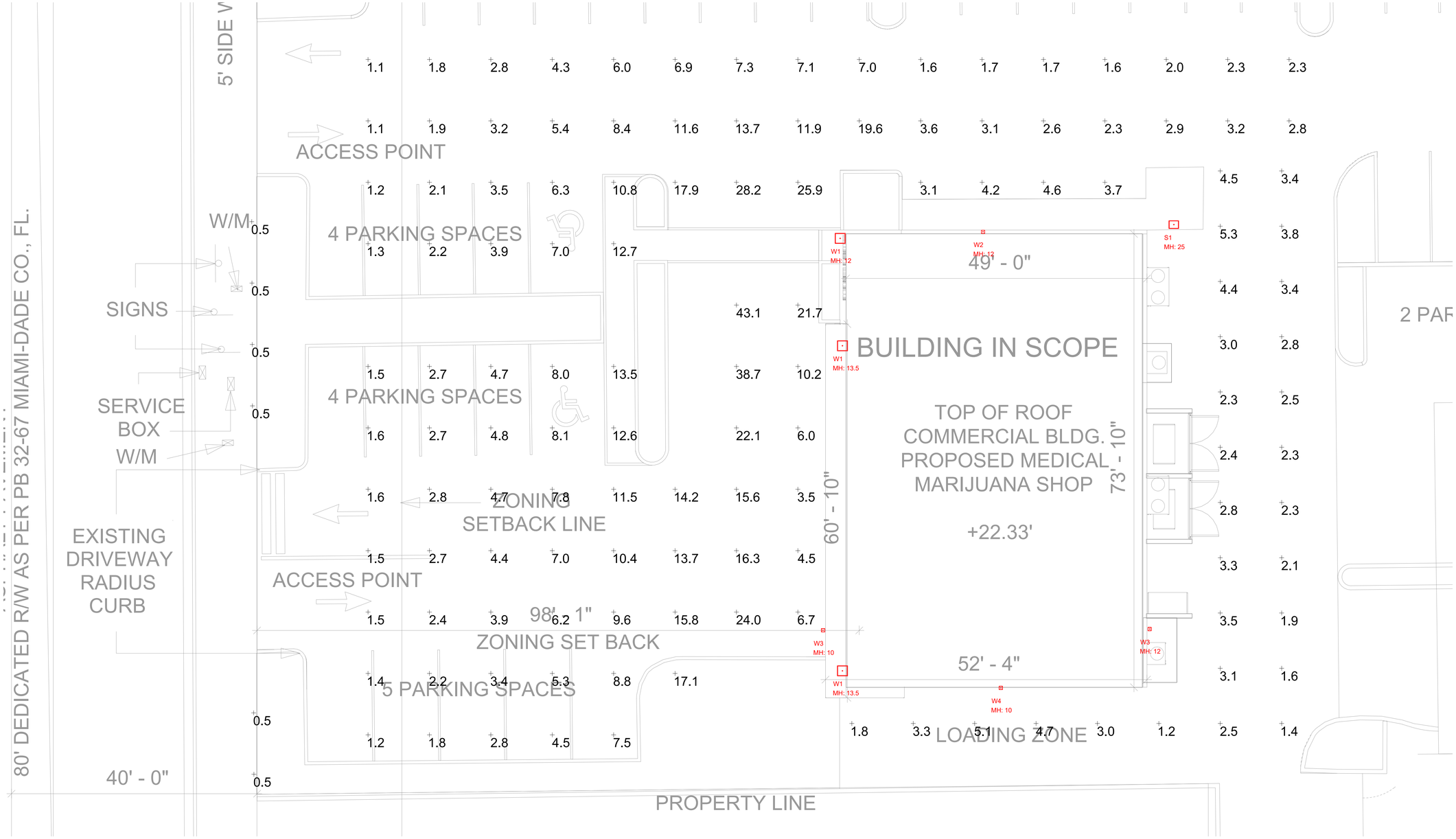
The Mint Cannabis Medical Marijuana Treatment Center Dispensary is strategically situated along NE 6th Ave in the Mixed-Use International Boulevard District. This project aims to enhance community health services while contributing positively to the economic and commercial vibrancy of North Miami Beach. The dispensary will provide modern, accessible medical treatment in alignment with the city's broader vision for mixed-use development and urban connectivity.

Existing Conditions:

The property is currently vacant and requires extensive renovation to meet operational standards for the proposed use. Planned upgrades are intended to bring the facility in line with current safety and code requirements.

Architectural Design Concept:

The project involves comprehensive interior renovations, starting with the reconfiguration of walls to The project involves comprehensive interior renovations, starting with the reconfiguration of walls to optimize internal flow, improve spatial organization, and enhance usability. The design will create a more efficient layout that accommodates staff workflows and customer experience. Upgrades to electrical, mechanical, and plumbing systems will incorporate energy-efficient technologies, ensuring the facility meets safety and sustainability standards. The roof, currently in poor condition, will be replaced with durable, weather-resistant materials that enhance long-term performance. The exterior will also undergo an extensive makeover, including painting, signage, cleaning, and aesthetic enhancements to create an appealing and welcoming façade. The architectural approach emphasizes safety, accessibility, and operational efficiency, with design elements that ensure full ADA compliance and create an inclusive environment. Additionally, the project will address drainage and flooding issues in the parking lot area to ensure the site meets local stormwater management and drainage requirements. Ultimately, the renovations will result in a modern, secure, and adaptable dispensary tailored to the facility's needs and aligned with the community's sustainability values.



16719 NE 6TH AVE

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANF.	CATALOG NUMBER	VOLTAGE	KELVIN	LUMENS	LAMP TYPE	DIMMING	WATTAGE	MOUNTING	NOTES
S1	FPL LIGHT	AEL	ATB2-P602-R4-4K-RFD325843	120-277V	4000	25839	LED	N/A	186	POLE	**NOTE 1**
W1	SITE LUMINAIRE	MCGRAW-EDISON	GALN-SB7D-740-U-SL4-SP2-FINISH	120-277V	4000	75895	LED	0-10V	512.8	ROOF	**NOTE 2**
W2	WALL MOUNT LUMINAIRE	MCGRAW-EDISON	GWC-SA1A-740-U-T4FT-FINISH	120-277V	4000	5008	LED	0-10V	34	WALL	**NOTE 2**
W3	WALL MOUNT LUMINAIRE	MCGRAW-EDISON	GWC-SA1A-740-U-SL4-FINISH	120-277V	4000	4729	LED	0-10V	34	WALL	**NOTE 2**
W4	WALL MOUNT LUMINAIRE	MCGRAW-EDISON	GWC-SA1A-740-U-SL2-FINISH-HSS	120-277V	4000	4123	LED	0-10V	34	WALL	**NOTE 2**

FIXTURE SCHEDULE NOTES

GENERAL NOTES

NOTE 1: FIXTURE MOUNTED ON 25' EXISTING POLE

NOTE 2: ADVISE FINISH

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT MATTHEW MARSHALL @ LIGHTING DYNAMICS- 954-299-5937

Photometrics Calculation Software Generated Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Lum. Watts	Arr. Watts
	1	S1	Single	25839	25839	0.900	186	186
	3	W1	Single	75895	75895	0.900	512.8	512.8
	1	W2	Single	5008	5008	0.900	34	34
	2	W3	Single	4729	4729	0.900	34	34
	1	W4	Single	4123	4123	0.900	34	34

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BACK OF HOUSE	Illuminance	Fc	2.99	5.3	1.2	2.49	4.42
PARKING LOT	Illuminance	Fc	7.44	43.1	1.1	6.76	39.18
PROPERTY LINE	Illuminance	Fc	0.33	0.5	0.1	3.30	5.00

LIGHTING DYNAMICS INCORPORATED

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

No.	Revision/Issue	Date
1	PHOTOMETRIC STUDY	03/26/25

LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address

16719 NE 6th Ave

Lighting Study - Site & BOH

North Miami Beach, FL

FILE P:\PROJECTS\2025\MAR

CLIENT Peacock Architects

Project	16719 NE 6th Ave
Date	03/26/2025
Scale	1/8" = 1'
Sheet	L0
DRAWN BY	MD

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

May 12, 2025

City of North Miami Beach
Community Development Department
17050 NE 19th Avenue
North Miami Beach, FL 33162

Re: Property owners within 500 feet of:
SUBJECT: 16719 NE 6 Avenue, North Miami Beach, FL 33162
FOLIO NUMBER: 07-2207-013-0010

This is to certify that the attached ownership list and map are a complete and accurate representation of the real estate property and property owners within 500 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Total number of property owners without repetition: **84, including 0 international**

Sincerely,

Diana B. Rio

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

167 STREET PROPERTIES INC
359 ALCAZAR AVE STE 100
CORAL GABLES, FL 33134

16901 NE 6 AVE LLC
16970 NE 9 AVE
NORTH MIAMI BEACH, FL 33162

271 LLLP
6099 STIRLING RD #214
FORT LAUDERDALE, FL 33314

272 LLLP
6099 STIRLING RD #214
FORT LAUDERDALE, FL 33314

633 NE 167 LLC
14 N MADISON AVE STE 101
SPRING VALLEY, NY 10977

710 NE 169TH ST LLC
1557 NE 164 ST #203
MIAMI, FL 32162

730 NE 169 ST LLC
3181 N 36 ST
HOLLYWOOD, FL 33021

ADVOCATES FOR CHILDREN &
FAMILIES INC
16831 NE 6 AVE
NORTH MIAMI BEACH, FL 33162

AMAYA E ARGUETA
750 NE 168 ST
NORTH MIAMI BEACH, FL 33162

ANN GREENWALD
1037 STATE ST
PERTH AMBOY, NJ 08861

ARCADIAN HOLDINGS 167 LLC
7900 GLADES RD STE 600
BOCA RATON, FL 33434

BECKLYNN INC
13225 KEYSTONE TERR
N MIAMI, FL 33181

BENOIT DUCLAIR &W MARIE V
635 NE 166 ST
MIAMI, FL 33162

BREMEN HOUSE WAWA MIAMI LLC
200 E 85 ST APT 1 B
NEW YORK, NY 10028

BUZAGLO AND SONS ENTERPRISES LLC
6770 INDIAN CREEK DR CU3 4
MIAMI BEACH, FL 33141

CATALINA PRABHAKAR
720 NE 168 ST
NORTH MIAMI BEACH, FL 33162

CHANA GOLDSHMID
721 EMPIRE BLVD
BROOKLYN, NY 11213

CIONA ROSENWASSER
610 NE 168 ST
NORTH MIAMI BEACH, FL 33162

CITH 1 LLC
CITH 2 LLC
749 HARBOUR POINT DR
NORTH PALM BEACH, FL 33410

CITY NATL BANK OF MIAMI TR
% TRUST DEPT
100 SE 2 ST 13 FL
MIAMI, FL 33131

CLAUDE ALCIDA &W
EVENISE L ALCIDA
580 NE 169 ST
NORTH MIAMI BEACH, FL 33162

CVS 5786 FL LLC
% CVS CORPORATION 05786-01
1 CVS DR
WOODSOCKET, RI 02895

DIEUMERCI SIMON &W
ELIFISE SIMON
16810 NE 6 CT
NORTH MIAMI BEACH, FL 33161

DOVE MEDICAL CENTERS LLC
2901 W OAKLAND PARK BLVD A4 5
OAKLAND PARK, FL 33311

EZRA FARKAS
SARA N FARKAS
570 NE 169 ST
NORTH MIAMI BEACH, FL 33162

FIA HOMES 16830 LLC
7500 NW 25 ST 109
MIAMI, FL 33145

GABRIEL GRUNBLATT
701 NE 168 ST
NORTH MIAMI BEACH, FL 33162

GB626 LLC
16461 NE 29 AVE
MIAMI, FL 33160

GEORGINA H MCGUIRE TR
C/O NAPOLITANO COMM PROP
1521 NW 165 ST
MIAMI, FL 33169

GILBERTO SHIU PIN WONG &W WAI YIN
17430 SW 33 LN
MIRAMAR, FL 33029

GILBERTO WONG &W WAI YIN
17430 SW 33 LN
MIRAMAR, FL 33029

GLOBAL FLORIDA INVESTMENT INC TRS
16821 TRUST
16601 NE 6 AVE
NORTH MIAMI BEACH, FL 33162

GLOBAL FLORIDA INVESTMENTS
16601 TRUST
INC TRS
16601 NE 6 AVE
MIAMI, FL 33162

HOPETON D HEW &W PATRICIA
16525 NE 7 AVE
MIAMI, FL 33162

HUGO MARCELO RABUNAL &W ANA RITA
721 NE 168 ST
NORTH MIAMI BEACH, FL 33162

JEREMY M SMITH &W
DEVORAH SMITH
16820 NE 6 CT
NORTH MIAMI BEACH, FL 33162

JESUS AGUILERA
2410 CORDOVA BND
WESTON, FL 33327

JIMMY CHEUNG
1041 NW 182 WAY
PEMBROKE PINES, FL 33029

JOHN G ANGELLA TRS
JOHN G ANGELLA REV LIV TRUST
GINO F ANGELLA TRS
6099 STIRLING RD #214
FORT LAUDERDALE, FL 33314

JOSE A SANG &W MARIA
630 NE 169 ST
NORTH MIAMI BEACH, FL 33162

JOSEPH M REIGEL
650 NE 168 ST
NORTH MIAMI BEACH, FL 33162

JUAN & FAMILY INVESTMENTS LLC
18191 NW 68 AVE #202
HIALEAH, FL 33162

JUAN CARLOS ROSA
16900 NE 6 CT
NORTH MIAMI BEACH, FL 33162

JUAN L ALVAREZ &W MARIELA L
630 NE 168 ST
NORTH MIAMI BEACH, FL 33162

JUDITH BECHAR LE
REM CIONA ROSENWASSER
17231 NW MIAMI CT
NORTH MIAMI BEACH, FL 33169

JULISA AGUILAR
PO BOX 8752
PORT ST LUCIE, FL 34985

KINGDOM FUND 4 LLC
LIAT INVESTMENTS 2 LLC
19801 E COUNTRY CLUB DR STE 100
AVENTURA, FL 33018

KOLLEL HOLDINGS LLC
990 NE 175 ST
NORTH MIAMI BEACH, FL 33162

LARRY A BERNSTEIN &W
KAREN B BERNSTEIN
751 NE 168 ST
NORTH MIAMI BEACH, FL 33162

LUKE STRACHAN
655 NE 166 ST
MIAMI, FL 33162

MARCOS T VARGAS &W IRMA
620 NE 169 ST
NORTH MIAMI BEACH, FL 33162

MARGARITA ORTIZ & ANGEL GONZALEZ
16801 NE 6 CT
NORTH MIAMI BEACH, FL 33162

MARIA CLARA RAMIREZ TRS
MARIA CLARA RAMIREZ REVOCABLE TR
JOHN A DIAZ TRS
2034 SW 82 PL
MIAMI, FL 33155

MARIA SANIN
560 NE 169 ST
NORTH MIAMI BEACH, FL 33162

MARIE G CODADA
15322 SW 20 ST
MIRAMAR, FL 33027

MARIE MYRLANGE NARCISSE
711 NE 168 ST
NORTH MIAMI BEACH, FL 33162

MARIE V DUCLAIR &H BENIOT
16667 MURCOTT BLVD
LOXAHATCHEE, FL 33470

MARVIN E MELNICK &W SYLVIA &
ALAN MELNICK
651 NE 168 ST
NORTH MIAMI BEACH, FL 33162

MELISE MOLIERE LE
REM RALPH FLEURANTIN
REM SHIRLEY MOLIERE
760 NE 168 ST
NORTH MIAMI BEACH, FL 33162

MIRTHA ACUEVA &
YIRAK MARIA ROMAN LIMO
590 NE 169 ST
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MLD1 PROPERTIES LLC
8687 W 35 LN
HIALEAH, FL 33018

MOSHE LAZAR
SHARON LAZAR
621 NE 168 ST
NORTH MIAMI BEACH, FL 33162

MOSHE LAZAR
SHARON LAZAR
631 NE 168 ST
NORTH MIAMI BEACH, FL 33162

NORTH DADE REAL ESTATE LLLP
6099 STIRLING RD #214
FORT LAUDERDALE, FL 33314

PARK TERRACE EQUITIES LLC
8950 W OLYMPIC BLVD #407
BEVERLY HILLS, CA 90211

PIERRE MULLER
710 NE 166 ST
MIAMI, FL 33162

PRESERVING WEALTH GENERATION INC
19710 NE 12 AVE
MIAMI, FL 33179

RMMS LLC
16801 NE 6 AVE
NORTH MIAMI BEACH, FL 33162

S O S LAND CORPORATION #4
3101 SW 102 AVE
MIAMI, FL 33165

SAUVEUR JULMISTE &W CLAUDIA
720 NE 169 ST
NORTH MIAMI BEACH, FL 33162

SHILAT PROPERTIES LLC
17100 W DIXIE HIGHWAY
NORTH MIAMI BEACH, FL 33160

SHIMON LEFKOWITZ
600 NE 168 ST
NORTH MIAMI BEACH, FL 33162

SHLOMO KISH &W ZISSY
934 51 ST
BROOKLYN, NY 11219

SONIA REMY CASIMIR
620 NE 168 ST
NORTH MIAMI BEACH, FL 33162

TAMARAC PLAZA LLLP
6099 STIRLING RD #214
DAVIE, FL 33314

TIPU S MUMTAZ &W DAWN L
16520 NE 7 AVE
MIAMI, FL 33162

TIPU SHUJA MUMTAZ &W DAWN
16520 NE 7 AVE
MIAMI, FL 33162

TURKEY CAPITAL LLC
18205 BISCAYNE BLVD STE 2202
AVENTURA, FL 33160

VICTOR ADAMES
MIOSOTIS ALVARADO MINAYA
640 NE 168 ST
NORTH MIAMI BEACH, FL 33162

WILLIO ESTIMEAU
ROSE RICHEMOND
FRANCILLON MORISSETTE
650 NE 166 ST
MIAMI, FL 33162

YARKON HOLDING RLTY LLC
300 ARTHUR GODFREY RD #201-A
MIAMI BEACH, FL 33140

YEHOSHUA NODEL
RACHEL ELKE NODEL
740 NE 168 ST
NORTH MIAMI BEACH, FL 33162

YEHUDAH GUTMAN
1066 E 2 ST
BROOKLYN, NY 11230

YVROSE GEFFRARD
710 NE 168 ST
NORTH MIAMI BEACH, FL 33162

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
167 STREET PROPERTIES INC			359 ALCAZAR AVE STE 100	CORAL GABLES	FL	33134	USA
16901 NE 6 AVE LLC			16970 NE 9 AVE	NORTH MIAMI BEACH	FL	33162	USA
271 LLLP			6099 STIRLING RD #214	FORT LAUDERDALE	FL	33314	USA
272 LLLP			6099 STIRLING RD #214	FORT LAUDERDALE	FL	33314	USA
633 NE 167 LLC			14 N MADISON AVE STE 101	SPRING VALLEY	NY	10977	USA
710 NE 169TH ST LLC			1557 NE 164 ST #203	MIAMI	FL	32162	USA
730 NE 169 ST LLC			3181 N 36 ST	HOLLYWOOD	FL	33021	USA
ADVOCATES FOR CHILDREN &	FAMILIES INC		16831 NE 6 AVE	NORTH MIAMI BEACH	FL	33162	USA
AMAYA E ARGUETA			750 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
ANN GREENWALD			1037 STATE ST	PERTH AMBOY	NJ	08861	USA
ARCADIAN HOLDINGS 167 LLC			7900 GLADES RD STE 600	BOCA RATON	FL	33434	USA
BECKLYNN INC			13225 KEYSTONE TERR	N MIAMI	FL	33181	USA
BENOIT DUCLAIR &W MARIE V			635 NE 166 ST	MIAMI	FL	33162	USA
BREMEN HOUSE WAWA MIAMI LLC			200 E 85 ST APT 1 B	NEW YORK	NY	10028	USA
BUZAGLO AND SONS ENTERPRISES LLC			6770 INDIAN CREEK DR CU3 4	MIAMI BEACH	FL	33141	USA
CATALINA PRABHAKAR			720 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
CHANA GOLDSHMID			721 EMPIRE BLVD	BROOKLYN	NY	11213	USA
CIONA ROSENWASSER			610 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
CITH 1 LLC	CITH 2 LLC		749 HARBOUR POINT DR	NORTH PALM BEACH	FL	33410	USA
CITY NATL BANK OF MIAMI TR	% TRUST DEPT		100 SE 2 ST 13 FL	MIAMI	FL	33131	USA
CLAUDE ALCIDA &W	EVENISE L ALCIDA		580 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
CVS 5786 FL LLC	% CVS CORPORATION 05786-01		1 CVS DR	WOODSOCKET	RI	02895	USA
DIEUMERCI SIMON &W	ELIFISE SIMON		16810 NE 6 CT	NORTH MIAMI BEACH	FL	33161	USA
DOVE MEDICAL CENTERS LLC			2901 W OAKLAND PARK BLVD A4 5	OAKLAND PARK	FL	33311	USA
EZRA FARKAS	SARA N FARKAS		570 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
FIA HOMES 16830 LLC			7500 NW 25 ST 109	MIAMI	FL	33145	USA
GABRIEL GRUNBLATT			701 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
GB626 LLC			16461 NE 29 AVE	MIAMI	FL	33160	USA
GEORGINA H MCGUIRE TR	C/O NAPOLITANO COMM PROP		1521 NW 165 ST	MIAMI	FL	33169	USA
GILBERTO SHIU PIN WONG &W WAI YIN			17430 SW 33 LN	MIRAMAR	FL	33029	USA
GILBERTO WONG &W WAI YIN			17430 SW 33 LN	MIRAMAR	FL	33029	USA
GLOBAL FLORIDA INVESTMENT INC TRS	16821 TRUST		16601 NE 6 AVE	NORTH MIAMI BEACH	FL	33162	USA
GLOBAL FLORIDA INVESTMENTS	16601 TRUST	INC TRS	16601 NE 6 AVE	MIAMI	FL	33162	USA
HOPETON D HEW &W PATRICIA			16525 NE 7 AVE	MIAMI	FL	33162	USA
HUGO MARCELO RABUNAL &W ANA RITA			721 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
JEREMY M SMITH &W	DEVORAH SMITH		16820 NE 6 CT	NORTH MIAMI BEACH	FL	33162	USA
JESUS AGUILERA			2410 CORDOVA BND	WESTON	FL	33327	USA
JIMMY CHEUNG			1041 NW 182 WAY	PEMBROKE PINES	FL	33029	USA
JOHN G ANGELLA TRS	JOHN G ANGELLA REV LIV TRUST	GINO F ANGELLA TRS	6099 STIRLING RD #214	FORT LAUDERDALE	FL	33314	USA
JOSE A SANG &W MARIA			630 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
JOSEPH M REIGEL			650 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
JUAN & FAMILY INVESTMENTS LLC			18191 NW 68 AVE #202	HIALEAH	FL	33162	USA
JUAN CARLOS ROSA			16900 NE 6 CT	NORTH MIAMI BEACH	FL	33162	USA

JUAN L ALVAREZ &W MARIELA L			630 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
JUDITH BECHAR LE	REM CIONA ROSENWASSER		17231 NW MIAMI CT	NORTH MIAMI BEACH	FL	33169	USA
JULISA AGUILAR			PO BOX 8752	PORT ST LUCIE	FL	34985	USA
KINGDOM FUND 4 LLC	LIAT INVESTMENTS 2 LLC		19801 E COUNTRY CLUB DR STE 100	AVENTURA	FL	33018	USA
KOLLEL HOLDINGS LLC			990 NE 175 ST	NORTH MIAMI BEACH	FL	33162	USA
LARRY A BERNSTEIN &W	KAREN B BERNSTEIN		751 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
LUKE STRACHAN			655 NE 166 ST	MIAMI	FL	33162	USA
MARCOS T VARGAS &W IRMA			620 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
MARGARITA ORTIZ & ANGEL GONZALEZ			16801 NE 6 CT	NORTH MIAMI BEACH	FL	33162	USA
MARIA CLARA RAMIREZ TRS	MARIA CLARA RAMIREZ REVOCABLE TR	JOHN A DIAZ TRS	2034 SW 82 PL	MIAMI	FL	33155	USA
MARIA SANIN			560 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
MARIE G CODADA			15322 SW 20 ST	MIRAMAR	FL	33027	USA
MARIE MYRLANGE NARCISSE			711 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
MARIE V DUCLAIR &H BENIOT			16667 MURCOTT BLVD	LOXAHATCHEE	FL	33470	USA
MARVIN E MELNICK &W SYLVIA &	ALAN MELNICK		651 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
MELISE MOLIERE LE	REM RALPH FLEURANTIN	REM SHIRLEY MOLIERE	760 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
MIRTHA ACUEVA &	YIRAK MARIA ROMAN LIMO		590 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
MLD1 PROPERTIES LLC			8687 W 35 LN	HIALEAH	FL	33018	USA
MOSHE LAZAR	SHARON LAZAR		621 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
MOSHE LAZAR	SHARON LAZAR		631 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
NORTH DADE REAL ESTATE LLLP			6099 STIRLING RD #214	FORT LAUDERDALE	FL	33314	USA
PARK TERRACE EQUITIES LLC			8950 W OLYMPIC BLVD #407	BEVERLY HILLS	CA	90211	USA
PIERRE MULLER			710 NE 166 ST	MIAMI	FL	33162	USA
PRESERVING WEALTH GENERATION INC			19710 NE 12 AVE	MIAMI	FL	33179	USA
RMMS LLC			16801 NE 6 AVE	NORTH MIAMI BEACH	FL	33162	USA
S O S LAND CORPORATION #4			3101 SW 102 AVE	MIAMI	FL	33165	USA
SAUVEUR JULMISTE &W CLAUDIA			720 NE 169 ST	NORTH MIAMI BEACH	FL	33162	USA
SHILAT PROPERTIES LLC			17100 W DIXIE HIGHWAY	NORTH MIAMI BEACH	FL	33160	USA
SHIMON LEFKOWITZ			600 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
SHLOMO KISH &W ZISSY			934 51 ST	BROOKLYN	NY	11219	USA
SONIA REMY CASIMIR			620 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
TAMARAC PLAZA LLLP			6099 STIRLING RD #214	DAVIE	FL	33314	USA
TIPU S MUMTAZ &W DAWN L			16520 NE 7 AVE	MIAMI	FL	33162	USA
TIPU SHUJA MUMTAZ &W DAWN			16520 NE 7 AVE	MIAMI	FL	33162	USA
TURKEY CAPITAL LLC			18205 BISCAYNE BLVD STE 2202	AVENTURA	FL	33160	USA
VICTOR ADAMES	MIOSOTIS ALVARADO MINAYA		640 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
WILLIO ESTIMEAU	ROSE RICHEMOND	FRANCILLON MORISSETTE	650 NE 166 ST	MIAMI	FL	33162	USA
YARKON HOLDING RLTY LLC			300 ARTHUR GODFREY RD #201-A	MIAMI BEACH	FL	33140	USA
YEHOSHUA NODEL	RACHEL ELKE NODEL		740 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA
YEHUDAH GUTMAN			1066 E 2 ST	BROOKLYN	NY	11230	USA
YVROSE GEFFRARD			710 NE 168 ST	NORTH MIAMI BEACH	FL	33162	USA

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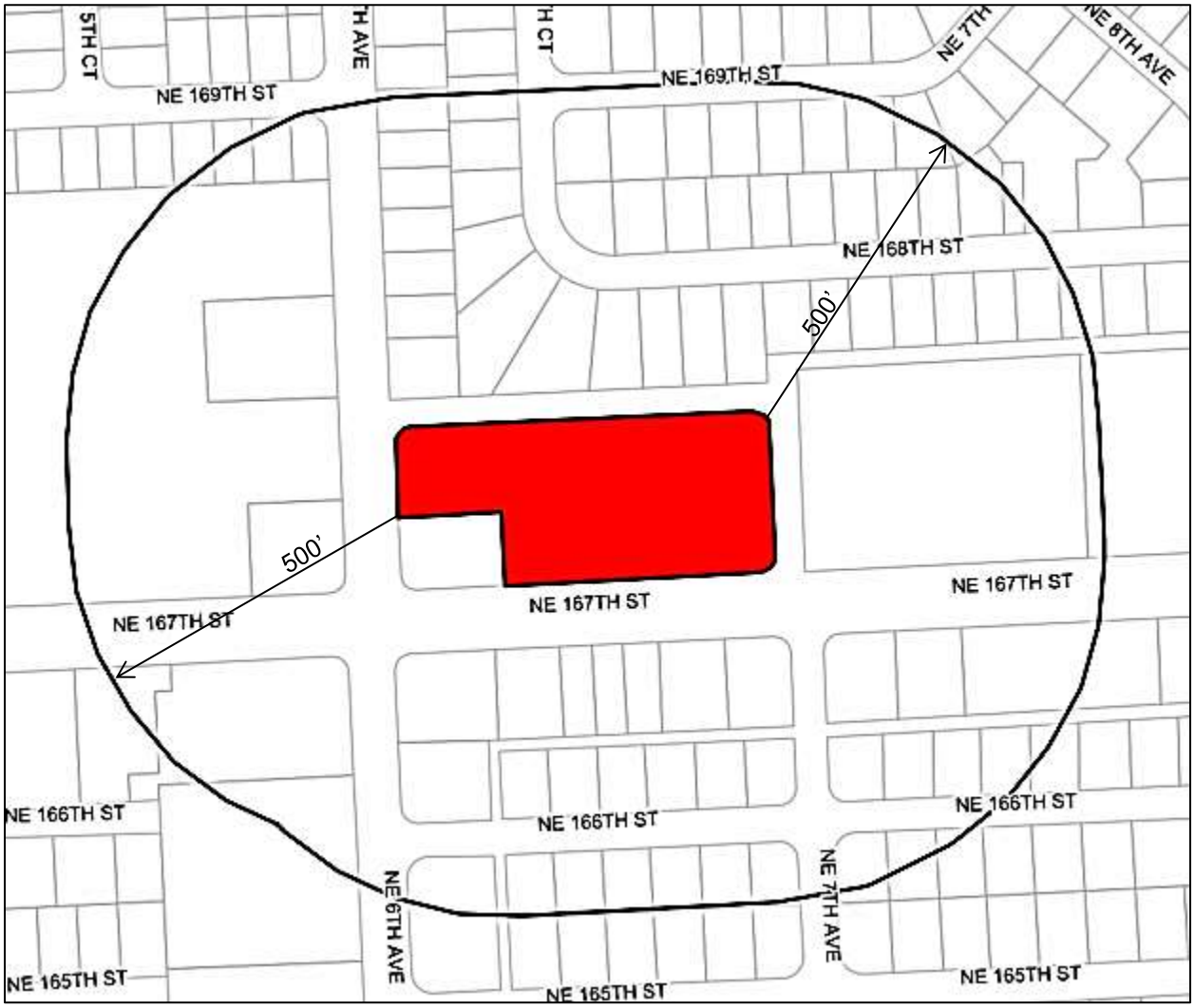
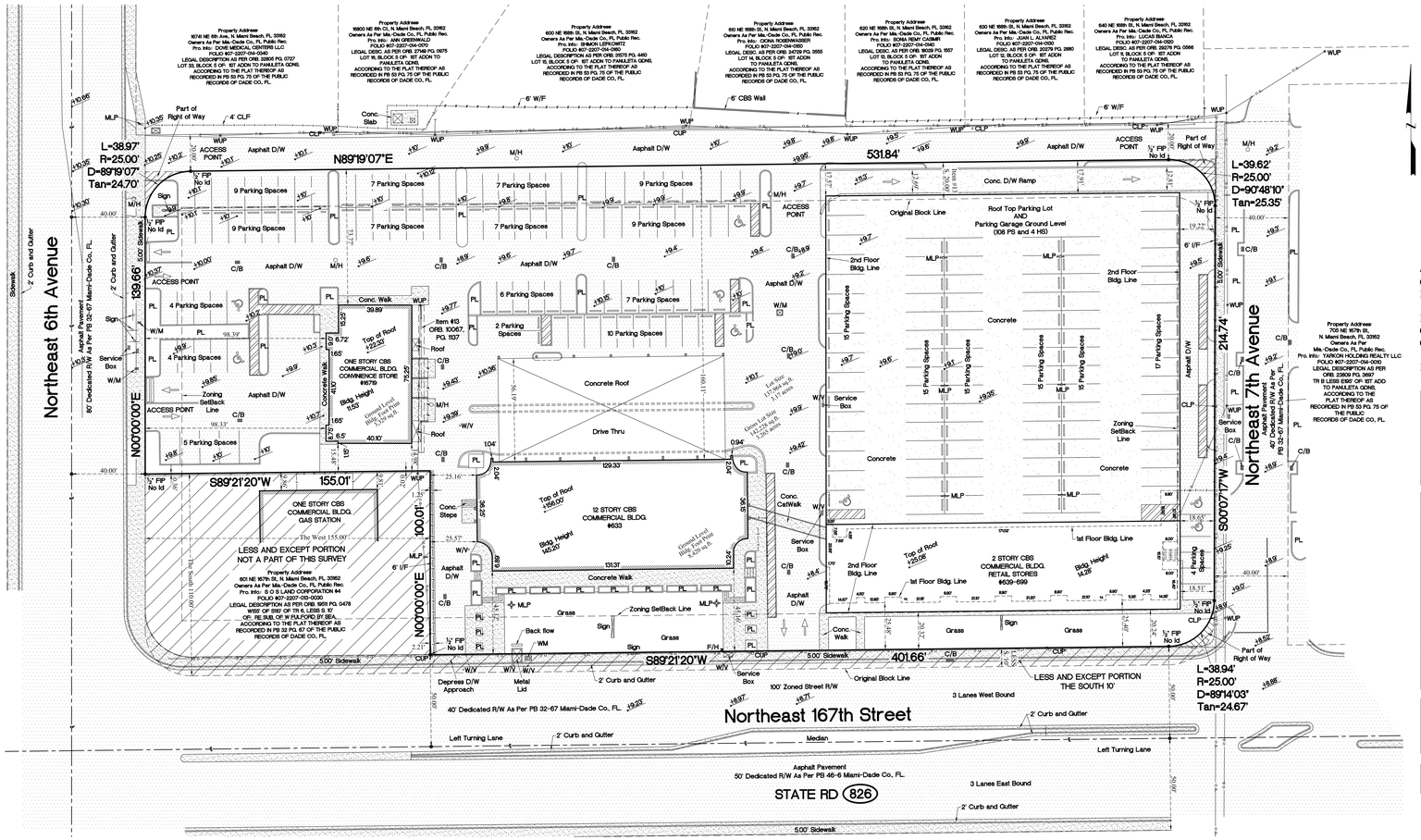
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

500' RADIUS MAP (N.T.S.)

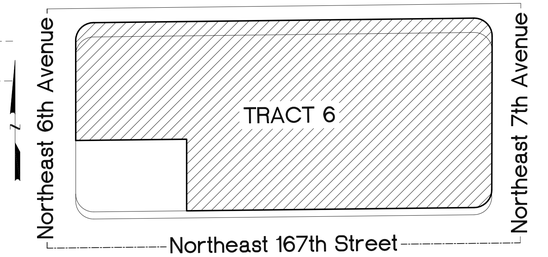


SUBJECT: 16719 NE 6 Avenue, North Miami Beach, FL 33162
FOLIO NUMBER: 07-2207-013-0010

ALTA / NSPS Land Title Survey



Location Sketch 1"=100'



SITE REQUIREMENT AS PER ZONING MIAMI-DADE PROPERTY APPRAISER
633-699 Northeast 167th Street, North Miami Beach, Florida 33162,
Prepared for: Old Republic National Title Insurance Company

SITE STATUS

PROPERTY SIZE 3.17 Acres or 137,964 Sq. Ft.
CURRENT USE: Office / Retail
CURRENT ZONING: "MU/IB-W" Mixed Use/International Boulevard District

Final Zoning Report, dated April 25, 2022, prepared by Zoning-Info, Inc., and designated Site Number 79831.

Site Requirements

	Code	Required / Allowed	Existing	Difference
Maximum Height (Stories)	Table MU/IB-2	10 Stories	12 Stories	2 Stories
Maximum Ground Floor Ceiling Height	Table MU/IB-2	20 Feet	N/A	N/A
Minimum Build-To Zone - NE 167th Street	70% of the Building Facade must be within 20 Feet of the Property Line (Table MU/IB-5) (318.41 Feet x 0.70= 222.887 Feet)	222.887 Feet	187.1 Feet	-35.79 Feet
Minimum Open Space	Table MU/IB-1	4875 Square Feet	8073.11 Square Feet	3198.11 Square Feet

Indeterminate. Ground Floor Ceiling Height, information not provided

	Code	Required / Allowed	Existing	Difference
Front Setback - NE 167th Street	Table MU/IB-5	6 Feet	25.4 Feet	19.4 Feet
Maximum Front Setback - NE 167th Street	Table MU/IB-5	20 Feet	45.16 Feet	-25.16 Feet
Front Setback - NE 6th Ave	Table MU/IB-5	10 Feet	98.33 Feet	-88.33 Feet
Maximum Front Setback - NE 6th Ave	Table MU/IB-5	20 Feet	98.39 Feet	-78.39 Feet
Front Setback - NE 7th Ave	Table MU/IB-5	10 Feet	18.51 Feet	8.51 Feet
Maximum Front Setback - NE 7th Ave	Table MU/IB-5	20 Feet	18.65 Feet	1.35 Feet
Landscape Buffer - NE 167th	Along Streets (Section 24-122)	5 Feet	16.88 Feet	11.88 Feet
Landscape Buffer - NE 6th Street	Along Streets (Section 24-122)	5 Feet	7.98 Feet	2.98 Feet
Landscape Buffer - NE 7th Street	Along Streets (Section 24-122)	5 Feet	0 Feet	-5 Feet
Landscape Buffer	Along perimeter of parking areas (Section 24-122)	5 Feet	0 Feet	-5 Feet

Parking Requirements

	Description	Required	Existing	Difference
Parking Spaces	Office: 2.5 Parking Spaces per 1,000 Square Feet of Gross Floor Area (Table MU/IB-7) (106579 / 400) 266 Retail: 2 Parking Spaces per 1,000 Square Feet of Gross Floor Area (Table MU/IB-7) (11546 / 500) 23	289	306	17

	Required	Existing	Difference
Handicapped Spaces (ADA)	8	11	3

PROPERTY ADDRESS:
633-699 Northeast 167th Street
North Miami Beach, Florida 33162

ELEVATION INFORMATION
National Flood Insurance Program
FEMA Elev. Reference to NGVD 1929

Comm Panel	120656
Panel #	0141
Firm Zone:	"X"
Date of Firm:	09-11-2009
Base Flood Elev.	N/A
F.Floor Elev.	10.79'
Garage Elev.	N/A
Suffix:	"L"
Elev. Reference to NGVD 1929	

JOB #	25-199
DATE	02-21-2025
PB	32-67

Surveyor's Notes:

#11 The herein captioned Property was surveyed and described based on the Legal Description Provided by Client, which Legal Description is the same as that which is contained in the Commitment for Title Insurance (Order No. MTAFL-186442).
#12 This Certification is Only for the lands as Described. it is not a certification of Title, Zoning, Easements, or Freedom of encumbrances. ABSTRACT REVIEWED.
#13 There may be additional Restrictions not Shown on this survey that may be found in the Public Records of Said County Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
#14 Accuracy:
The expected use of land, as classified in the Standards of Practice (5J-17.052), is commercial. The minimum relative distance accuracy for this type of boundary survey is 1:0 foot in 10,000.00' feet. the accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
#15 Foundation and / or footing that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
#16 Not valid without the signature and original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties.
#17 Contact the appropriate authority prior to any design work on the herein described parcel for building and zoning information.
#18 Underground Utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
#19 Ownership subject to Opinion of Title.

Surveyor's Notes:

#1 Land Shown Hereon was abstracted for Old Republic National Title Insurance Company, Case # MTAFL-186442 Dated 04-05-2023 Commitment Schedule B-Section II. Review Only Items #11, 12, 13, 16, & 17.
#2 Benchmark: Miami-Dade County Public Works Dep. N/A
#3 Bearings as Shown hereon are Based upon Northeast 167th Street, S89°21'20"W
#4 Please See Abbreviations
#5 Drawn By: A. Torres
#6 Date: 2-21-25
#7 Completed Survey Field Date: 2-19-25
#8 Dsc No 2025, Station Surveying Scion
#9 Last Revised:
#10 Zoned Building setback line (See Site Requirements Section)

Surveyor's Notes A:

#1 There was no observed evidence of any party walls on the property.
#2 There was no observed evidence of any earth moving work, building construction or building additions.
#3 The surveyed property has direct physical access to (and is contiguous with) Northeast 167th Street, Northeast 6th Avenue and Northeast 7th Avenue, each a dedicated public right-of-way.
#4 As of the date of this survey, there are no proposed changes in street right of way lines, as available from the controlling jurisdiction. There is no observed evidence of recent street or sidewalk construction or repairs.
#5 THE SURVEYED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 120656, SHEET NUMBER 0141 REVISED 09-11-2009, IN MIAMI COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID SURVEYED PROPERTY IS SITUATED. NO PORTION OF THE SURVEYED PROPERTY SHOWN ON THE SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS DESCRIBED IN THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SURVEYED PROPERTY IS LOCATED.

PARKING TABLE
OBSERVED EVIDENCE
306 PARKING SPACES
11 HANDICAP SPACES

CERTIFIED ONLY TO:
633 NE 167 LLC
Dade County Federal Credit Union, ISAOA
Madison Title Agency LLC
Old Republic National Title Insurance Company
Rubin & Dombeck, LLC

TITLE COMMITMENT REVIEW OF SCHEDULE B SECTION II OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. MTAFL-186442, DATED APRIL 05, 2023:
Item #11, ORB. 844 PG. 694 of Mia.-Dade Co. Florida. Does Affect the Property. Not Plottable.
Item #12, ORB. 6506 PG. 356 of Mia.-Dade Co. Florida. Does Affect the Property. Plottable.
Item #13, ORB. 10067 PG. 1137 of Mia.-Dade Co. Florida. Does Affect the Property. Plottable.
Item #16, ORB. 33164 PG. 2844 of Mia.-Dade Co. Florida. Does Affect the Property. Not Plottable.
Item #17, ORB. 33400 PG. 1144 of Mia.-Dade Co. Florida. Does Affect the Property. Not Plottable.

AFA & Company, Inc. Land Surveyors

Prepared By:
AFA & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB 7498
13050 SW 133RD COURT
MIAMI, FLORIDA 33186
E-MAIL: AFACO@BELLSOUTH.NET
PH: 305-234-0588

Graphic Scale 1" = 35'

Abbreviations of Legend

AVE.	=AVENUE	N.T.S.	=NOT TO SCALE
ASPH	=ASPHALT	O.E.	=OVERHEAD ELECTRIC LINE
A/W	=ANCHORED WIRE	O.L.	=ON LINE
A/C	=AIR CONDITIONER	P.C.P.	=PERMANENT CONTROL POINT
BLDG	=BUILDING	P.A.L.	=PARKING METER
B. COR.	=BLOCK CORNER	P.C.	=POINT OF CURVATURE
CAL.	= CALCULATED	P/W	=PARKWAY
C.B.	=CATCH BASIN	PL.	=PLANTER
C.L.F.	=CHAIN LINK FENCE	P.O.C.	=POINT OF COMMENCEMENT
CONC.	=CONCRETE	P.O.B.	=POINT OF BEGINNING
C.M.	=CONCRETE	R	=RADIUS
C.U.P.	=CONCRETE UTILITY POLE	RES.	=RESIDENCE
C.L.P.	=CONCRETE LIGHT POLE	R/W	=RIGHT OF WAY
CBS	=CONCRETE BLOCK STRUCTURE	S.D.H.	=SET DRILL HOLE
C.M.E.	=CHAIN LINK MAINTENANCE EASEMENT	S.I.P.	=SET IRON PIPE
D	=DELTA	S/N	=SET NAIL
D/W	=DRIVEWAY	SDWLK	=SIDEWALK
D.M.E.	=DRAINAGE & MAINTENANCE EASEMENT	T	=TANGENT
ENC.	=ENCROACHMENT	U.E.	=UTILITY EASEMENT
E.T.P.	=ELECTRIC TRANSFORMER PAD	W/F	=WOOD FENCE
F.P.L.	=FLORIDA POWER AND LIGHT	W.V.	=WATER VALVE
F.H.	=FIRE HYDRANT	W.U.P.	=WOOD UTILITY POLE
F.I.P.	=FOUND IRON PIPE		=CHAIN LINK FENCE
F.F.	=FINISH FLOOR		=WOOD FENCE
F.U.P.	=FOUND UTILITY POLE		=CBS WALL
F.R.	=FOUND REBAR		=CENTER LINE
F/D	=FOUND DISC		=EASEMENT
F/N	=FOUND NAIL		=REMOTE ELEC
I/F	=IRON FENCE		=REMOTE ELEVATIONS
L	=LENGTH		=BUILDING
L.M.E	=LAKE MAINTENANCE EASEMENT		=DISTANCE
L.M.S.	=LAKE MAINTENANCE ELEVATION		=CATCH BASIN
L.P.	=LIGHT POLE		=PARKING METER
MEAS.	=MEASURED		=C.U.P.
M.H.	=MAN HOLE		=STATE ROAD
M.L.	=MONUMENT LINE		=US HIGHWAY
M.L.P.	=METAL LIGHT POLE		=INTERSTATE
N.G.V.D.	=NATIONAL GEODETIC VERTICAL DATUM		=MONITORING WELL

Armando F. Alafaci
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

LEGAL DESCRIPTION:
All of Tract 6, of RESUBDIVISION OF WEST FULFORD BY THE SEA, according to the Plat thereof, as recorded in Plat Book 32, Page 67, of the Public Records of Miami-Dade County, Florida; LESS AND EXCEPT the South 110 feet of the West 155 feet thereof, and LESS AND EXCEPT the South 10 feet of said Tract 6, TOGETHER with the South 20 feet of that area shown and designated as Coligny Way, lying between Tracts 5 and 6, as designated on said plat.
The land shown on this survey is the same as that described in Old Republic National Title Insurance Company Commitment File Number MTAFL-172918, dated December 9, 2021, and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the surveyed property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the surveyed property.

SURVERYOR'S CERTIFICATION
I hereby certify to 633 NE 167 LLC, Dade County Federal Credit Union, ISAOA, Madison Title Agency LLC, Old Republic National Title Insurance Company and Rubin & Dombeck, LLC, that this is a true and correct survey of 699 Northeast 167th Street, North Miami Beach, Florida 33162, Miami-Dade County, Florida and shows the true and correct location of the buildings and improvements situated on such land and all easements, rights-of-way, setback lines, and similar restrictions of record affecting the property surveyed. The buildings and improvements do not overhang or encroach upon any easements or rights-of-way of others, and there are no encroachments either way across the property lines. The property surveyed contains 3.17 acres and 317 parking spaces (including 11 handicap space), and it is not located within a flood plain area. This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 11(a), 11(b), 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 19, 2025. Pursuant to the Accuracy Standards adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that, in my professional opinion as a land surveyor registered in the State of Florida, the Relative Positional Accuracy of this survey does not exceed that which is specified therein. Date of Plat or Map: April, 1928.

AFA & Company, Inc. Land Surveyors

Professional
Surveyors & Mappers LB 7498
13050 S.W. 133rd Court
Miami Florida, 33186
E-mail: afaco@bellsouth.net
Ph: (305) 234-0588

This certifies that the survey of the property described hereon was made under my supervision & that the survey meets the Standards of Practice set forth by the Florida Board of Professional Land Surveyors & Mappers in Chapter 5J-17.052 of Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
& That the Sketch hereon is a true and accurate representation thereof to the best of my knowledge and Belief, subject to notes and notations shown hereon.

Armando F. Alafaci
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

Memorandum

To: Eivan Shahara
Phoenix Health, LLC
5210 S. Priest Drive
Guadalupe, AZ 85283

From: J. Suzanne Danielsen, P.E.

Date: April 24, 2025

Re: The Mint Medical Marijuana Dispensary – North Miami Beach, Florida
Traffic Statement

Property located at 16719 – 16721 NE 6 Avenue (along the north side of NE 167 Street east of NE 6 Avenue) within municipal limits of the City of North Miami Beach is proposed to be improved with a 2,592 square foot medical marijuana dispensary alongside the existing 600 square foot vape shop. A project location map is attached as Figure 1.

TRIP GENERATION ANALYSIS

The project site is currently occupied by a 2,592 square foot convenience market and a 600 square foot vape shop (to remain). A gas station is located along the south property line while single family homes are located to the north. A 12-story commercial building is located to the east and the NE 6 Avenue right of way is along the west property line. Vehicular access is proposed to remain unchanged with two (2), two (2)-way driveways along NE 6 Avenue (SR 915) with egress at the southernmost driveway restricted to right-turns only. A current site plan is included as Attachment A.

Trip Generation

A trip generation analysis has been completed for the proposed The Mint Medical Marijuana Dispensary. The analysis was performed using rates and formulae published in the Institute of Transportation Engineer's (ITE) report *Trip Generation* (11th Edition). The trip generation analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. According to the referenced ITE report, the most appropriate land use category and corresponding rates for the proposed development are as follows:

Marijuana Dispensary – ITE Land Use #882

- Weekday: T = 211.12(X)
  where T = number of trips and X = gross floor area

- AM Peak Hour: T = 10.54(X) (52% in / 48% out)
- PM Peak Hour: T = 18.92(X) (50% in / 50% out)

The results of this effort are documented in report Table 2 *'Trip Generation Summary Proposed Uses'*. As shown in Table 2, the proposed medical marijuana dispensary is expected to produce 547 vehicle trips per day (vpd) with 27 vehicle trips occurring during the AM peak hour (14 entering and 13 exiting) and 49 vehicle trips occurring during the PM peak hour (25 entering and 24 exiting). Table 1 '*Trip Generation Summary Existing Uses*' shows that the existing use likely produces 1,976 vehicle trips per day with 162 AM peak hour trips (81 entering and 81 exiting) and 127 PM peak hour trips (65 entering and 62 exiting).

Across all three (3) study scenarios the proposed development is expected to generate less vehicles trips when compared to the existing convenience market. Tables 1 and 2 are included as Attachment B.

PROJECT DISTRIBUTION AND ASSIGNMENT

For purposes of this traffic statement, the distribution and assignment of project-related vehicle trips is based on the Miami-Dade County 2045 Long Range Transportation Plan - Directional Distribution Report. Table 2 summarizes the County's cardinal distribution data for Traffic Analysis Zone (TAZ) 111, within which the proposed project is located.

Table 2: Project Trip Distribution

Direction	2015 Distribution	2045 Distribution	2025 Distribution
North			
Northwest	13.5	12.2	13.1
Northeast	13.1	11.0	12.4
South			
Southwest	20.2	22.9	21.1
Southeast	9.3	8.6	9.1
East			
Northeast	10.7	12.2	11.2
Southeast	6.7	7.3*	6.9
West			
Northwest	12.3	12.5	12.4
Southwest	14.2	13.3	13.9

Source: Miami-Dade County (2015 & 2045 SERPM)

Peak hour vehicle trips generated by the proposed development were assigned to area roadways and intersections using the traffic distribution developed in Table 2 and new vehicle trips generated in Table 1. Project traffic assignment is summarized in report Figure 2.

CONCURRENCY STANDARDS

Section 24-161 (Concurrency Standards and Procedures) of the North Miami Beach Code of Ordinances allows I-95, Biscayne Boulevard, North Miami Beach Boulevard and NE 6 Avenue to operate at LOS 'F'. All other arterials and collectors should operate at or better than LOS 'D' or 'Maintain' and local roadways should maintain a LOS 'B'. Section 24-161 also explains that properties may be exempt from concurrency procedures when: *Any replacement use which by virtue of its similarity (or lower intensity) to the previous type of use, clearly causes no increase in public facility usage; however, any increase in parking requirements shall necessitate a concurrency review.*

CONCULSIONS

Adjacent roadways are expected to maintain current levels of service or operate in a more efficient manner as the proposed The Mint Medical Marijuana Dispensary is expected to produce less vehicle trips across all three (3) study scenarios when compared to the existing use.

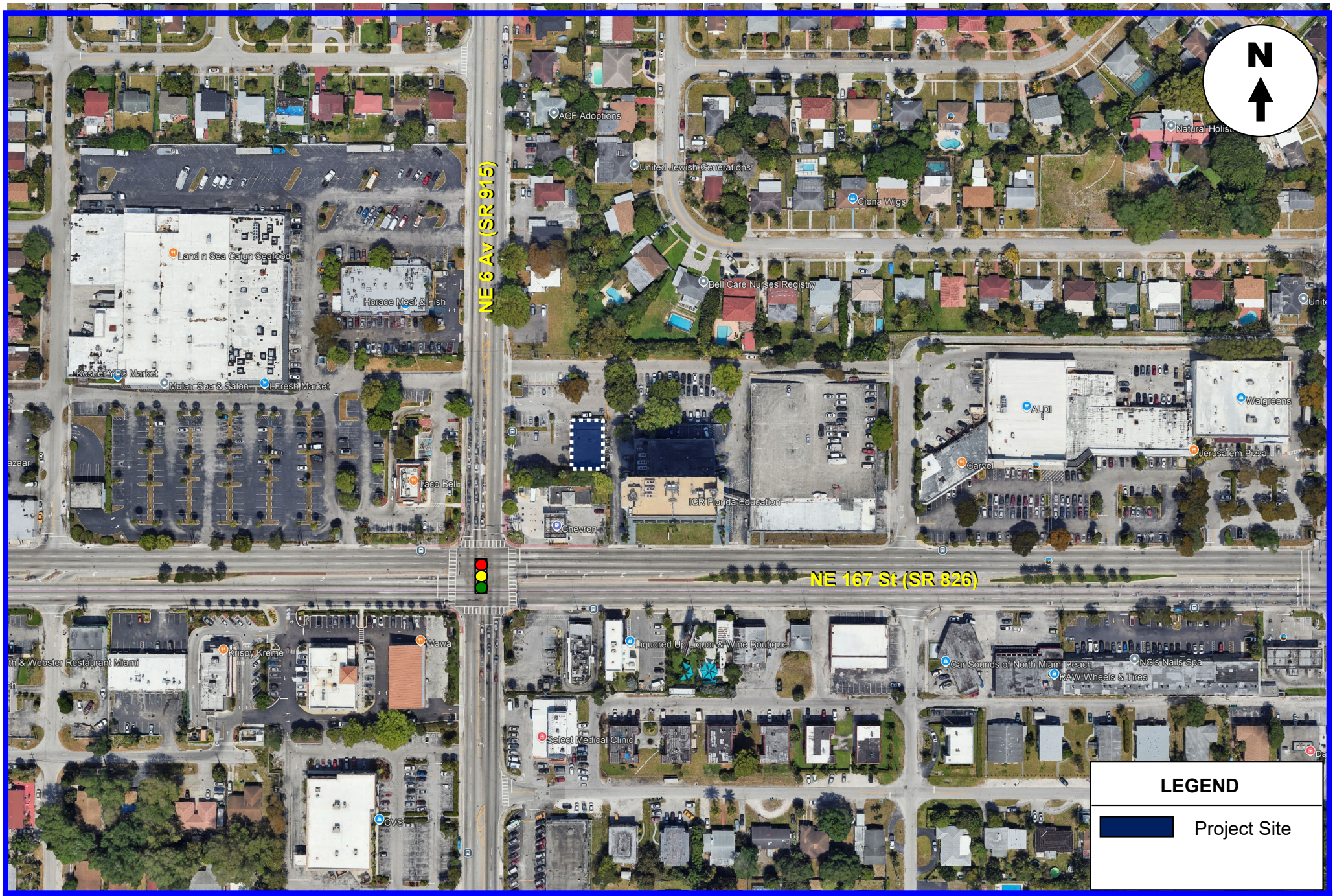
Of course, please do not hesitate to contact me directly with any questions you may have.

Sincerely,

DC ENGINEERS, INC.

J. Suzanne Danielsen, P.E.
Senior Transportation Engineer

J. Suzanne Danielsen, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 32022



DC Engineers, Inc.

Project Location Map

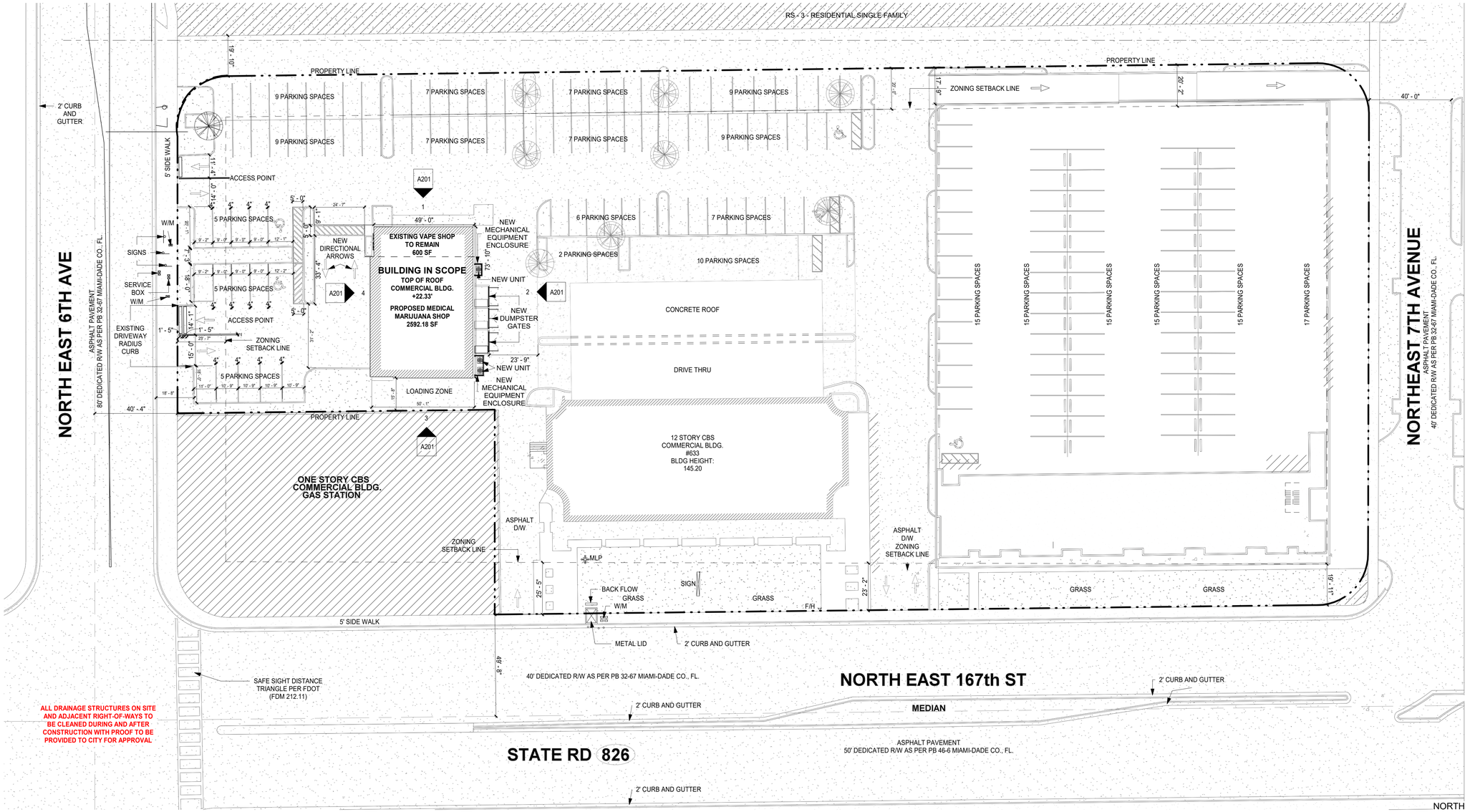
FIGURE 1
Phoenix Health
North Miami Beach, Florida

DC Engineers, Inc.

Project Traffic Distribution and Assignment

FIGURE 2
Phoenix Health
North Miami Beach, Florida

ATTACHMENT A



1 A000 **EXISTING SITE PLAN**
1" = 25'-0"

ZONING AND BUILDING CODE NOTES

SITE REQUIREMENTS

	CODE	REQUIRED/ ALLOWED	EXISTING	DIFFERENCE
MAX. HEIGHT (STORIES)	TABLE MU/IB-2	10 STORIES	12 STORIES	2 STORIES
MAX. GROUND FLOOR CEILING HEIGHT	TABLE MU/IB-2	20 FEET	N/A	N/A
MIN. BUILD TO ZONE - NE 167TH STREET	70% OF THE BUILDING FACADE MUST BE WITHIN 20 FT OF THE PROPERTY LINE (TABLE MU/IB-5) (318.41 FEET X 0.70=222.887 FEET)	222.887 FEET	187.1 FEET	-35.79 FEET
MIN. OPEN SPACE	TABLE MU/IB-1	4875 SQUARE FEET	8073.11 SQUARE FEET	3198.11 SQUARE FEET

PARKING REQUIREMENTS

		REQUIRED	EXISTING	DIFFERENCE
PARKING SPACES	OFFICE: 2.5 PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA (TABLE MU/IB-7) (106579 / 400) 266 RETAIL: 2 PARKING SPACES PER 1,000 SQUARE FEET OF GROSS FLOOR AREA (TABLE MU/IB-7) (11546 / 500) 23	289	306	17
HANDICAPPED SPACES (ADA)		8	11	3

INDETERMINATE. GROUND FLOOR CEILING HEIGHT

	CODE	REQUIRED/ ALLOWED	EXISTING	DIFFERENCE
FRONT SETBACK - NE 167TH STREET	TABLE MU/IB-5	6 FEET	25.4 FEET	19.4 FEET
MAX. FRONT SETBACK - NE 167TH STREET	TABLE MU/IB-5	20 FEET	45.16 FEET	-25.16 FEET
FRONT SETBACK - NE 6TH AVE	TABLE MU/IB-5	10 FEET	98.33 FEET	-88.33 FEET
MAX. FRONT SETBACK - NE 6TH AVE	TABLE MU/IB-5	20 FEET	98.39 FEET	-78.39 FEET
FRONT SETBACK - NE 7TH AVE	TABLE MU/IB-5	10 FEET	18.51 FEET	8.51 FEET
MAX. FRONT SETBACK - NE 7TH AVE	TABLE MU/IB-5	20 FEET	18.65 FEET	1.35 FEET
LANDSCAPE BUFFER - NE 167TH STREET	ALONG STREETS (SECTION 24-122)	5 FEET	16.88 FEET	11.88 FEET
LANDSCAPE BUFFER - NE 6TH STREET	ALONG STREETS (SECTION 24-122)	5 FEET	7.98 FEET	2.98 FEET
LANDSCAPE BUFFER - NE 7TH STREET	ALONG STREETS (SECTION 24-122)	5 FEET	0 FEET	-5 FEET
LANDSCAPE BUFFER	ALONG PERIMETER OF PARKING AREAS (SECTION 24-122)	5 FEET	0 FEET	-5 FEET

SITE STATISTICS

SITE: 16719-16721 NE 6TH AVE, NORTH MIAMI,FL 33162
ALL CALCULATIONS APPLY TO THE AREA OF THE SITE AFFECTED

USE OF PROPERTY:

OFFICE/RETAIL

INTENSITY:

PREVIOUS: SMOKE SHOP/ SUPERMARKET STORE

PROPOSED: SMOKE SHOP / MARIJUANA MEDICAL DISPENSARY

OCCUPANCY: VACANT

SITE DATA:

ZONING: MU/IB - W (MIXED-USE INTERNATIONAL BOULEVARD DISTRICT)

LAND USE DESIGNATION: B-2

TOTAL COMMERCIAL SQUARE FOOTAGE: 18,821.12

LOT SIZE : 137,964 SQ.FT / GROSS LOT SIZE: 142,228 SQ.FT / LOT COVERAGE %: 14%

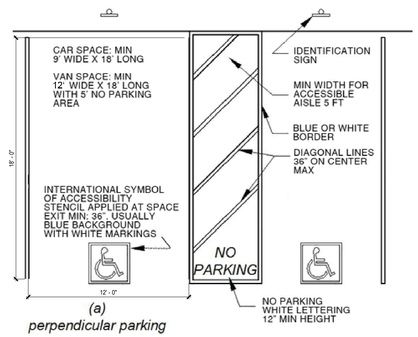
IN SCOPE BUILDING HEIGHT: 13'

IN SCOPE BUILDING FOOTPRINT: 3329 SQ.FT

IMPERVIOUS AREAS	EXISTING	PROPOSED	PERCENTAGE%
TOTAL IMPERVIOUS AREA	115,220.33 SF	TO REMAIN	83%
PERVIOUS AREAS	**EXISTING**	**PROPOSED**	**PERCENTAGE%**
TOTAL PERVIOUS AREA	11,161.67 SF	TO REMAIN	8%

LEGAL DESCRIPTION

RE-SUB OF W FULFORD BY SEA



ADA STALL DETAIL

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

PEACOCK ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

TAMARA PEACOCK, ARCHITECT
TAMARA@PEACOCKARCHITECT.COM

CRISTIN PEACOCK, ARCHITECT
CRISTIN@PEACOCKARCHITECT.COM

LITAL CHERTKOV, PROJECT MANAGER
LITAL@PEACOCKARCHITECT.COM

OWNER: 699 NE 167 ST

14 NORTH MADISON AVE SUITE #101
SPRING VALLEY, NY 10977

PROJECT NAME:

NORTH MIAMI BEACH MEDICAL MARIJUANA DISPENSARY

16719 NE 6TH AVE,
North Miami Beach, FL, 33162

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:

PHOENIX HEALTH LLC - NORTH MIAMI BEACH

DATE:

11/12/2024

SHEET NAME:

SITE PLAN

REVISION	REVISION DATE	ISSUED FOR

THIS DOCUMENT IS PROPERTY OF PEACOCK ARCHITECTS AND NO PART HEREIN SHALL BE USED EXCEPT FOR THE SPECIFIC PROJECT WITHOUT CONSENT OF PEACOCK ARCHITECTS. THIS DOCUMENT WAS PREPARED BY PEACOCK ARCHITECTS ACCORDING TO THE TERMS OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
THIS DOCUMENT DOES NOT EITHER IN WHOLE OR IN PART CONSTITUTE ANY DIRECTION OR INSTRUCTION TO ANY CONTRACTOR WITH REGARDS TO CONSTRUCTION MEANS, METHODS OR TECHNIQUES. BY THIS DOCUMENT THE ARCHITECT DOES NOT INTEND TO EXPRESS ANY OPINION, DIRECTION OR INSTRUCTION OF ANY KIND WHATSOEVER AS TO THE MANNER IN WHICH THE CONSTRUCTION WORK IS TO BE ACCOMPLISHED.

DATE: 4/23/2025 11:10:53 AM
PROJ. NO.: CHECKER
DRAWN BY: Drawn | PROJ MNGR.: Drawn
REVISED BY: CHECKER | CAPT.: APPROVER

SHEET NO.:

A000

ATTACHMENT B

Table 1: Trip Generation Summary Existing Uses

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total
Convenience Store (LUC 851)	2.592	ksf	162	81	81	127	65	62	1,976
Strip Retail (LUC 822)	0.600	jksf	1	1	0	4	2	2	33
Subtotal			**163**	**82**	**81**	**131**	**67**	**64**	**2,009**
Internal (0%)									
Subtotal			**163**	**82**	**81**	**131**	**67**	**64**	**2009**
Multi-Modal Reduction (0%)			**0**	**0**	**0**	**0**	**0**	**0**	**0**
Total			**163**	**82**	**81**	**131**	**67**	**64**	**2,009**

Source: ITE Trip Generation Manual (11th Edition)

Table 2: Trip Generation Summary Proposed Uses

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Marijuana Dispensary (LUC 882)	2.592	ksf	27	14	13	49	25	24	547
Strip Retail (LUC 822)	0.600	jksf	1	1	0	4	2	2	33
Subtotal			**28**	**15**	**13**	**53**	**27**	**26**	**580**
Internal (0%, 0%)									
Subtotal			**28**	**15**	**13**	**53**	**27**	**26**	**580**
Multi-Modal Reduction (0%)			**0**	**0**	**0**	**0**	**0**	**0**	**0**
Total			**28**	**15**	**13**	**53**	**27**	**26**	**580**

Source: ITE Trip Generation Manual (11th Edition)

Net New Trips	-135	-67	-68	-78	-40	-38	-1,429

Legislation
11.1.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Ordinance No. 2025-06 (Second Reading) Amending Water and Sewer Impact Fees (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Exhibit A
- NMB Misc Fee Study

City of North Miami Beach, Florida

Date: August 5, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, Chief Financial Officer/Interim Deputy City manager
Hamid Nikvan, Director of Utilities

Subject: Ordinance to update Water and Sewer impact fees

Background

The City of North Miami Beach charges utility impact fees on new development to help fund the expansion of our water and sewer systems. These fees ensure that the cost of growth is shared fairly—so that current ratepayers don't shoulder the financial burden for new development.

In 2020, the City's consultant, Arcadis, prepared a Water and Sewer Connection Charge Study and a Miscellaneous Fee Study with updated recommendations. While reviewed internally and discussed with the Public Utilities Commission at the time, those proposed fees were never formally adopted.

Unlike many cities, North Miami Beach codifies its utility impact fees directly in the City Code. That means the fee updates must be adopted by ordinance—not by resolution.

Why We Are Moving Now

While the City is currently working with Raftelis on a broader utility rate study, that scope does not include impact fees. Given today's construction activity and rising infrastructure costs, we recommend proceeding now with the impact fee update.

Rather than commissioning a brand-new study, we propose applying a standard inflation index—using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI)—to the 2020 Arcadis recommendations. This approach is used by many Florida cities to keep fees current between major updates.

From 2020 to 2025, the cumulative CPI increase is approximately 22.6%. Applying that factor brings the City's fee schedule up to date while maintaining a defensible, cost-based methodology.

What This Ordinance Does

The attached ordinance updates the fee schedule listed in Chapter XIX, Sections 19-20 and 19-21 of the City Code. These updates:

- Reflect Arcadis' 2020 impact fee recommendations
- Apply a 22.6% CPI factor to account for inflation
- Ensure fees reflect current infrastructure costs
- Only apply to new developments and connections

No changes are proposed to existing user rates or monthly bills.

Next Steps

The First Reading of the proposed Ordinance was approved on July 15, 2025. The four minor updates presented for approval for Second Reading are:

Miscellaneous Fee Type	Current Rate		CPI Adjusted (2025)
Meter seal broken or removed 1st time	$ 5 each	Updated after 1st Reading on 7/15/2025	$100 each
Meter seal broken or removed 2nd time	$ 5 each	Updated after 1st Reading on 7/15/2025	$200 each
Meter seal broken or removed 3rd time/subsequent	$ 5 each	Updated after 1st Reading on 7/15/2025	$300 each
Meter tampering 3rd, interfere/alter equipment		Updated after 1st Reading on 7/15/2025	$400 each

If adopted, the new fees will take effect 90 days after Commission approval, consistent with Florida law governing impact fees (Section 163.31801, Florida Statutes).

Staff from Finance and NMB Water will also ensure that the new rates are included in the City's Code and properly reflected in permitting and development processes.

Attachment:

- Draft Ordinance – Utility Impact Fee Update
- Exhibit A – Proposed Utility Impact Fee Schedule (2025)

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH (NMB), AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-11.2 ENTITLED "INSTALLING, REPAIRING, READING, TESTING, FEE WHERE SEAL BROKEN", SECTION 19-12.2 ENTITLED "DELINQUENT ACCOUNTS; SHUTTING OFF WATER", SECTION 19-15.8 ENTITLED "ANNUAL INSPECTION, TEST, CHARGES", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-22 ENTITLED "ADDITIONAL CHARGE FOR EXPANSION AND UPGRADING OF CITY'S WATER FACILITIES", SECTION 19-23 ENTITLED "FIRE FLOW DEMAND CHARGE ON NEW BUILDINGS AND CONVERSIONS", AND SECTION 19-31 ENTITLED "RATES AND CHARGES" TO REVISE THE SECTION TITLE AND TO UPDATE THE MISCELLANEOUS FEES AND THE CONNECTION CHARGES FROM NEW DEVELOPMENTS DUE TO UPDATES IN NMB WATER'S CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") provides potable water and wastewater services to residents and businesses, and collects connection/impact fees to fund the expansion of its utility infrastructure for new development; and

WHEREAS, the Florida Impact Fee Act (Chapter 163, Part II, Florida Statutes) requires that impact fees be based on current data and used only for capital improvements needed to serve new growth, and that any new or increased fee be adopted by ordinance or resolution with findings of justification; and

WHEREAS, the legislative body of a municipality is authorized to administer such a utility and may establish just and equitable rates or charges; and

WHEREAS, the City contracted with Arcadis, an independent consultant, to prepare a rate and fee study analyzing the existing water and wastewater connection charges and miscellaneous fees for new developments compared to NMB Water's costs for operation, maintenance, security and capital improvements of the water and wastewater utility; and

WHEREAS, the independent consultant prepared updated water and sewer connection-fee and miscellaneous fee studies (dated July 2020) showing that capital improvement costs and system capacities have increased since the last fee update, such that the previously adopted fees no longer fully cover new system costs and proposed increases are reflected in the proposed code amendment; and

WHEREAS, to reflect the independent consultant's July 2020 study recommendations, approximately 22.6% for the CPI factor has been added to the fees to account for inflation; and

WHEREAS, the City desires to amend Section 19-11.2, currently entitled "Installing, Repairing, Reading, Testing, Fee Where Seal Broken" to update the cost of testing water meters; and

WHEREAS, the City desires to amend Section 19-12.2, currently entitled "Delinquent Accounts; Shutting Off Water" to update the costs associated with shutting off and restoring service to delinquent customers and to provide a disincentive for customers who tamper or interfere with or alter system equipment; and

WHEREAS, in order to secure payment for service, City desires to amend Section 19-15.8, currently entitled "Annual Inspection, Tests, Charges" to update the charge for each backflow prevention device inspection based on the size of the customer's backflow prevention device; and

WHEREAS, in order to secure payment for service, City desires to amend Section 19-16, currently entitled "Turn-on and Shut-off; Curb Cock To Be Used by City" to provide a disincentive for customers who turn on or off the City curb cock; and

WHEREAS, the City Commission finds that new development must pay its proportionate share of the cost of expanding the water and sewer systems, and that adjusting the impact fee schedules to current conditions is fair and equitable; and

WHEREAS, many other Florida cities have lawfully updated their utility impact fees using similar methods – for example, Coral Springs and Lakeland adopted new fees based on updated cost studies, while Chipley and South Daytona include annual CPI-based escalators in their fee resolutions; and

WHEREAS, in order to secure amount of water demand necessary for new developments, the City desires to amend Section 19-22, currently entitled "Additional Charge For Expansion and Upgrading of City's Water Facilities" to update the charge based on the estimated gallons of water per day; and

WHEREAS, in order to secure amount of fire flow demand necessary for new developments, the City desires to amend Section 19-23, currently entitled "Fire Flow Demand Charge on New Buildings and Conversions" to update the charge based per gross square foot of floor area; and

WHEREAS, in order to secure amount of wastewater connection charges for new developments, the City desires to amend Section 19-31, currently entitled "Rates and Charges" to update the wastewater average daily rated gallon charge; and

WHEREAS, the City Commission deems it to be in the public interest to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. The foregoing findings and recitals are true and correct and incorporated by reference.

Section 2. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-11.2, "Installing, Repairing, Reading, Testing, Fee Where Seal Broken," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-11.2 Installing, Repairing, Reading, Testing, Fee Where Seal Broken.

* * *

e. All meters shall be carefully tested before they are installed and after their installation they shall be tested as frequently as circumstances warrant. Should the owner, at any time, question the accuracy of the meter on his service, the City shall upon his written application, accompanied by the payment of ~~one ($1.00) dollar~~ sixty dollars ($60.00) for each meter in question to cover the cost of test thereof, remove the meter and test it in the presence of the owner or his authorized agent, if such presence is desired by the owner. If the test shows the meter has been over registering more than two (2%) percent, the ~~one ($1.00) dollar~~ sixty dollars ($60.00) paid shall be returned to the owner, and bill rendered based on the last reading of such meter or meters accordingly. If the test shows that the meter is not over registering more than two (2%) percent, as aforesaid, the ~~one ($1.00) dollar~~ sixty dollars ($60.00) paid by the owner shall be retained by the City and in addition thereto, if the test shows that the meter has been under registering more than two (2%) percent, as aforesaid, the ~~one ($1.00) dollar~~ sixty dollars ($60.00) paid by the owner shall be retained by the City and the bill rendered based on the last reading of such meter or meters, shall be corrected accordingly. The City reserves the right to remove and test any meter at any time, and if such meter is found to be inaccurate to substitute another meter of the same size in its place, either permanently or temporarily. In the event of such test last mentioned, the City further reserves the right to make any corrections on bills rendered based on the last reading of such meter, in accordance with the result of such test.

f. Quantity of water recorded by the meter shall be conclusive on both the owner and the City except when the meter has been found to be defective~~,~~ or ceases to register. In case the meter has been found to be defective or has ceased to register the quantity of water since the last reading shall be determined by the average registration of another meter for a period of twenty (20) days, or for the same meter for a like period after it had been repaired, and tested; or by mutual agreement, the quantity of water supplied may be prorated upon the previous corresponding period of the last reading, preceding the time the meter has been or became defective or has failed to register to the time such meter is repaired or replaced.

g. The owner or consumer at every premises shall pay to the City the sum of ~~five ($5.00)~~ one hundred dollars ($100.00) for ~~each time~~ the first time, and two hundred dollars ($200.00) upon the second time, and three hundred dollars ($300.00) upon the third

and subsequent times the seal on any meter or its coupling on or for such premises is found broken or removed. The City hereby reserves the right to put on such seal in or for any premises at any time, and upon the second occurrence, the City may, at its option shut off the supply and discontinue its service, and may further refuse to again turn on the same and resume its service to such premises, so long as the owner of or consumer of the premises, at the time of the breaking or removal of such seal, shall continue to be the owner of or consumer at the premises.

Section 3. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-12.2, "Delinquent Accounts; Shutting Off Water," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-12.2 Delinquent Accounts; Shutting Off Water.

* * *

b. All delinquent accounts, including meter water supply service, may result in the service of the City being discontinued and the water supply shut off from and to the premises of the owner or consumer of such account if in arrears immediately upon such account becoming delinquent or as soon thereafter as practicable and such service will not be resumed or the water turned on to such premises until the amount of the delinquent account and the sum of ~~twenty-five ($25.00)~~ forty dollars ($40.00) for shutting off and ~~twenty-five ($25.00)~~ forty dollars ($40.00) for restoring service has been paid. For same day reconnect after 3:30 pm, the sum of one hundred-twenty-five dollars ($125.00) must be paid.

* * *

d. Charge for broken locks shall be ~~$25.00.~~ one hundred-twenty-five dollars ($125.00).
e. After the water has initially been turned off by the City, if water is turned back on by the customer without sufficient payment and/or the City's authorization, progressive turn off methods and devices up to and including a turn off at the main may be implemented. These attempts to turn off water will result in additional fees as follows.
   1. 2nd ~~$50.00.~~ two hundred-fifty dollars ($250.00).
   2. 3rd or more, ~~$125.00.~~ four hundred dollars ($400.00) for each occurrence.
   ~~3. 4th or more $250.00 for each occurrence.~~

Section 4. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-15.8, "Annual Inspection, Tests, Charges," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-15.8 Annual Inspection, Tests, Charges.

Backflow prevention devices shall be inspected and tested by a licensed backflow testing company annually ~~by the Department of Public Utilities~~, or more often where successive inspections indicate repeated failure, at the customer's expense. The annual inspection certificate shall be uploaded to the Department of Public Utilities' website. The charge for maintaining each inspection or reinspection log by the Department of Public Utilities shall be ~~twenty-five ($25.00)~~ twelve dollars ($12.00) for ~~residential uses and, for commercial and industrial uses, shall be fifty ($50.00) dollars for the domestic line and one hundred ($100.00) dollars for the fire line.~~ all backflow prevention devices.
If required, the device shall be repaired, overhauled or replaced by ~~the Department of Public Utilities contractors~~ a license backflow testing company at the customer's expense whenever ~~it is found~~ the device is found to be defective.

Section 5. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-16, "Turn-on and Shut-off; Curb Cock To Be Used by City"," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

* * *

b. A violation of paragraph a. of this section upon the part of the owner, employee or agent shall subject the owner or consumer to a penalty of ~~twenty-five ($25.00)~~ one hundred-twenty-five ($125.00) dollars for the first offense, and two hundred-fifty dollars ($250.00) upon the second offense, and three hundred-seventy dollars ($370.00) upon the third and subsequent offenses, the City at its option may discontinue the service and shut off the water supply to the premises, so long as the owner or consumer continues to reside at the premises.
c. There shall be no separate charge for shutting off the water supply for any premises, but in every instance when such shut-off was originally made for nonpayment of any delinquent account or violation of any rule of the City, ~~a twenty-five ($25.00) dollar shut-off charge shall be collected plus a twenty-five ($25.00) dollar turn-on charge.~~ the restoring service charge stated in Section 19-12.2 shall be paid.

* * *

Section 6. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-22, "Additional Charge For Expansion and Upgrading of City's Water Facilities," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-22 - Additional Charge for Expansion and Upgrading of City's Water Facilities.

* * *

c. Computation of amount due; letter of allocation and commitment:

1. Each future builder, developer and owner of new construction, simultaneously with the issuance of a permit and/or letter of commitment by the Public Utilities Department of the City, in addition to any and all other payments, shall be charged and pay to the City of North Miami Beach a sum to be computed on the basis of the estimated gallonage, as mentioned in paragraph b. hereof, as follows:

   For each gallon per day, the sum of ~~five dollars and twenty-two cents ($5.22)~~ seven dollars and fifty-two cents ($7.52) per gallon.

* * *

Section 7. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-23, "Fire Flow Demand Charge on New Buildings and Conversions," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-23 - Fire Flow Demand Charge on New Buildings and Conversions.

* * *

c. *Rates; Multifamily Dwellings, Hotels, Schools, etc*. The following schedule shall be the rate per gross square foot of the floor area regarding the structures within the water service area listed in paragraphs 1. and 2. below:

Square Feet of Building, Conversions or Additions	Rate per Square Foot of Floor Area
First 100,000 sq. ft.	~~$1.05~~ $1.64
Next 100,000 sq. ft.	~~0.79~~ 1.24
Next 200,000 sq. ft.	~~0.53~~ 0.83
Next 200,000 sq. ft.	~~0.26~~ 0.40
Thereafter	~~0.18~~ 0.28

* * *

d. *Rates—Commercial and Other Uses Not Mentioned or Expected.* The following schedule shall be the rate per gross square foot of the floor area regarding the structures within the water service area listed in paragraphs 1, 2, and 3~~.~~ below:

Square Feet of Building, Conversions or Additions	Rate per Square Foot of Floor Area
First 100,000 sq. ft.	~~$1.75~~ $2.73
Next 100,000 sq. ft.	~~1.40~~ 2.18
Next 200,000 sq. ft.	~~1.05~~ 1.64
Next 200,000 sq. ft.	~~0.70~~ 1.09
Thereafter	~~0.35~~ 0.55

* * *

Section 8. Chapter XIX, "Water and Sewers," Article III, "Sewers," Section 19-31, "Rates and Charges," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-31 - Rates and Charges.

* * *

d. *Connection Charges.* The following connection charges shall be assessed for all new connections to the sewer system:
   1. There shall be a charge of ~~one dollar and twenty cents ($1.20)~~ five dollars and seventy-seven cents ($5.77) per average daily rated gallon for any given connection. These charges shall be held in a special fund or funds by the Department to be utilized solely to defray the cost of new facilities to the extent new usage requires new facilities, renewal or replacement of the system components and expansion of the system to areas of the City which are not currently serviced by sanitary sewers.

* * *

Section 9. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 10. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 11. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance

may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 12. This Ordinance shall become effective immediately upon adoption.

APPROVED on first reading this **___ day of _____, 2025**

APPROVED AND ADOPTED on second reading this **___ day of _____, 2025.**

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

_____
JOSEPH GELLER
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission

Exhibit A: Proposed Utility Impact Fees (Adjusted for 2020-2025 CPI)
Note: New CPI-adjusted rates for 2020-2025 cumulative is approximately 22.6%

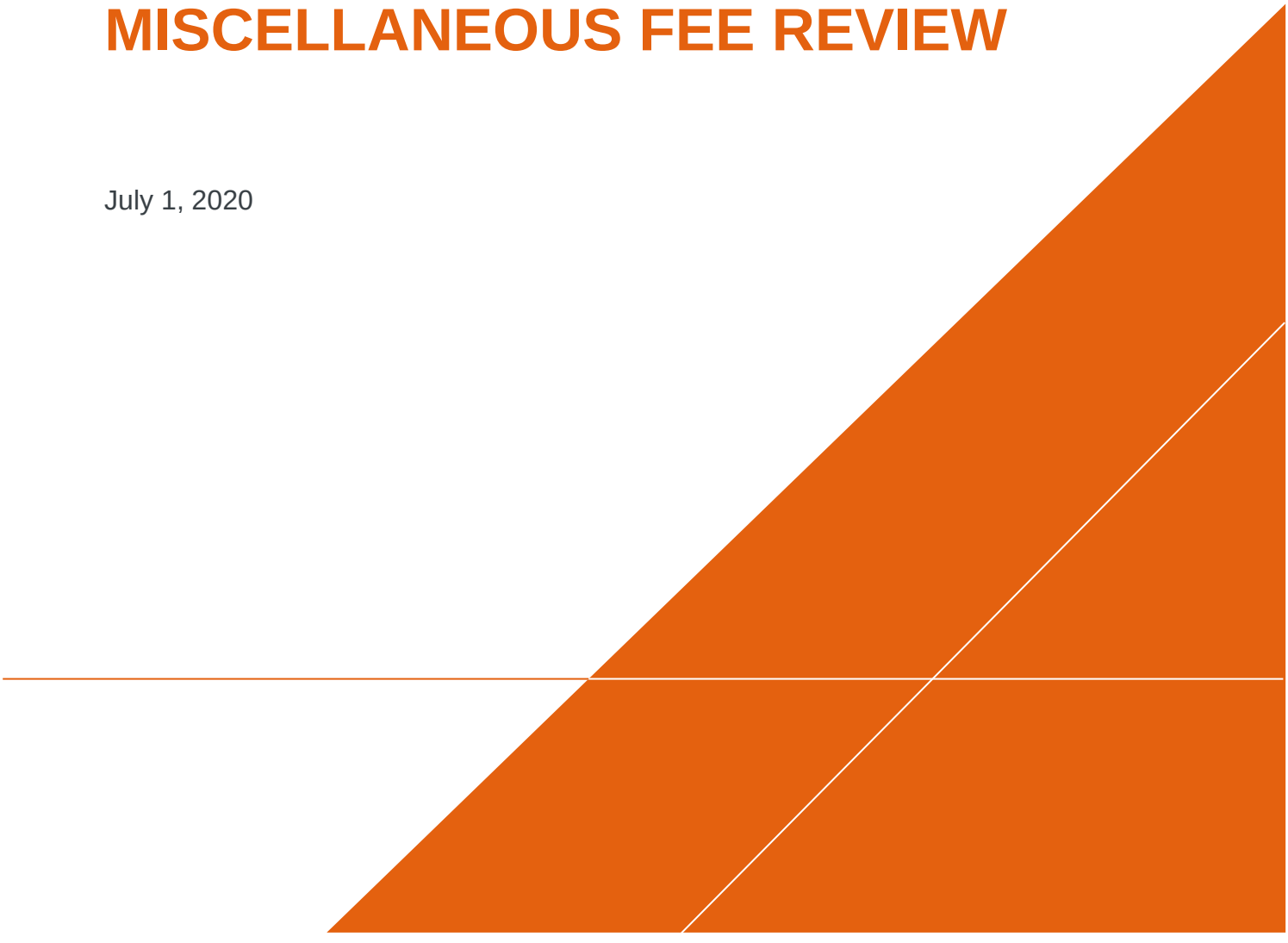
Fee Type	Current Rate	Proposed (2020) Rate	Slide Reference	CPI Adjusted (2025)
Water Connection Charge	$5.22 per gpd	$6.13 per gpd	Slide 9	$7.52 gpd
Sewer Connection Charge	$1.20 per gpd	$4.71 per gpd	Slide 10	$5.77 gpd
Fire Flow Fee (Multi-Family, 1st 100,000 ftÂ²)	$1.05 per ft²	$1.34 per ft²	Slide 13	$1.64 per ft²
Fire Flow Fee (Commercial, 1st 100,000 ftÂ²)	$1.75 per ft²	$2.23 per ft²	Slide 13	$2.73 per ft²
Fire Flow Fee (Multi-Family, 2nd 100,000 ftÂ²)	$0.79 per ft²	$1.01 per ft²	Slide 13	$1.24 per ft²
Fire Flow Fee (Commercial, 2nd 100,000 ftÂ²)	$1.40 per ft²	$1.78 per ft²	Slide 13	$2.18 per ft²
Fire Flow Fee (Multi-Family, Next 200,000 ftÂ²)	$0.53 per ft²	$0.68 per ft²	Slide 13	$0.83 per ft²
Fire Flow Fee (Commercial, Next 200,000 ftÂ²)	$1.05 per ft²	$1.34 per ft²	Slide 13	$1.64 per ft²
Fire Flow Fee (Multi-Family, Next 200,000 ftÂ²)	$0.26 per ft²	$0.33 per ft²	Slide 13	$0.40 per ft²
Fire Flow Fee (Commercial, Next 200,000 ftÂ²)	$0.70 per ft²	$0.89 per ft²	Slide 13	$1.09 per ft²
Fire Flow Fee (Multi-Family, Thereafter)	$0.18 per ft²	$0.23 per ft²	Slide 13	$0.28 per ft²
Fire Flow Fee (Commercial, Thereafter)	$0.35 per ft²	$0.45 per ft²	Slide 13	$0.55 per ft²
Miscellaneous Fee Type	**Current Rate**	**Proposed (2020) Rate**	**Slide Reference**	**CPI Adjusted (2025)**
Backflow prevention maintenance log Charge	$25, $50, $100	$10 each	Slide 17	$12 each
Meter inspections for each meter in question	$ 1 each	$50 each	Slide 21	$60 each
Meter seal broken or removed 1st time	$ 5 each	Updated after 1st Reading on 7/15/2025		$100 each
Meter seal broken or removed 2nd time	$ 5 each	Updated after 1st Reading on 7/15/2025		$200 each
Meter seal broken or removed 3rd time/subsequent	$ 5 each	Updated after 1st Reading on 7/15/2025		$300 each
Delinquent Account Shutoff/Restoring	$25/$25	$30/$30	Slide 22	$40 each/$40 each
Delinquent Acc, Same day reconnect after 3:30 pm		$100 each (PUC Rec.)	Slide 22	$125 each
Meter tampering 1st, interfere/alter equipment	$25 each	$100 each (PUC Rec.)	Slide 23	$125 each
Meter tampering 2nd, interfere/alter equipment		$200 each (PUC Rec.)	Slide 23	$250 each
Meter tampering 3rd, interfere/alter equipment		Updated after 1st Reading on 7/15/2025		$400 each

ARCADIS Design & Consultancy for natural and built assets

NMB Water

WATER AND SEWER UTILITY MISCELLANEOUS FEE REVIEW

July 1, 2020



MISCELLANEOUS FEE REVIEW

Robert Ryall
Associate Vice President, Financial Services

Prepared for:

NMB WATER

17050 NE 19th Avenue

Prepared by:

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Tel 407-927-3536

Date:

July 1, 2020

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1 Introduction

1.1 Background and Methodology

NMB Water maintains various miscellaneous charges to recover costs needed to serve specific customer needs. Charges are typically based on specific services or requests made by the customer but also include charges to maintain equipment, such as the Backflow Inspection Charge, and fees to cover costs in the event of non- payment in the form of deposits. NMB Water's current miscellaneous fees are listed in Chapter XIX of the City's code of ordinances ("Code"). The fee amounts, purpose, and methodology of calculating the fee were reviewed along with related resolutions that are referenced in Chapter XIX. Miscellaneous fees do not include rates for water and sewer service such as the minimum fee or consumption fee.

Recommendations for updating miscellaneous fees are based on several methodologies. One methodology that is applied considers time and materials necessary to complete the requested miscellaneous service. This approach incorporates actual costs and time incurred to complete the requested miscellaneous service. Costs for personnel that perform the miscellaneous tasks include salaries, benefits and other expenses to create a fully burdened employee cost. NMB Water provided costs for personnel performing these duties which averages $56.14 per hour. This cost includes the combined wage rates and fringe benefit rate for technicians along with customer service representatives performing miscellaneous service tasks. In addition, the amount of time and number of employees needed to complete miscellaneous service tasks are considered to accurately capture the required level of effort and costs incurred. Furthermore, equipment costs such as a vehicle usage needed to perform these services are included in the development of certain fees. The 2019 FEMA Schedule of Equipment Rates provides the basis for determining an hourly cost for vehicle usage. This rate is $15.35 per hour for the use of a truck.

A second methodology involves developing fees based on researching comparable utilities, particularly in surrounding areas, to assess an appropriate and reasonable fee. Often industry standards have been set as a precedent and thus benchmarking data is considered when developing the fee amount. Comparable utilities used include Broward County, Hollywood, Hallandale Beach, Fort Lauderdale, Palm Beach, Sarasota, Sunrise, City of North Miami, Cape Coral, Miami-Dade County, Homestead, Florida Keys Aqueduct Authority (FKAA) and Pinellas County. The fees researched for comparison purposes were implemented effective as of May 2020.

Some miscellaneous fees, such as Tampering Fees, are intended to be punitive and are established not on cost but on levels sufficient to influence customer behavior. Specific cases and feedback from NMB Water were carefully considered when recommending a proposed fee intended to be punitive in nature. These fee recommendations are also compared with other regional water and sewer providers to ensure the fee is reasonable to what other utilities are charging.

1.2 Existing Miscellaneous Fees and Recommended Updates

Table 1 lists the current miscellaneous fees, the corresponding recommended updated fees, and describes the methodology used as the basis for the recommendation.

Table 1 - NMB Water Miscellaneous Fees and Recommended Updates

Miscellaneous Fee Description	Current	Recommendation	Methodology
Homeland Security Charge – based on meter size:		*Remove*	This fee was removed as a recommendation of 2019 Rate Study
5/8”	$2.37	$0.00	
3/4”	$2.37	$0.00	
1”	$5.93	$0.00	
1 1/2”	$11.85	$0.00	
2”	$18.96	$0.00	
3”	$37.92	$0.00	
4”	$59.25	$0.00	
6”	$118.50	$0.00	
8”	$189.60	$0.00	
10”	$272.55	$0.00	
Hydrant Charge:		*Remove*	Removed: Historic fee based on Miami-Dade County Ordinance; not a City Ordinance
Monthly Customers (per bill)	$0.10	$0.00	
Quarterly Customers (per bill)	$0.30	$0.00	
Backflow Inspections:		Consolidate fee for residential and commercial based on meter size; These fees are shown in Table 2	Time and Materials; Vendor Quote Comparison
Residential Customers (per device, per quarter)	$6.25		
Non-Residential Customers (per device, per month)	$4.17		
Deposits: Varies Based on Meter Size (shown 5/8")		Fees for other meter sizes shown in Table 3 and 4	Average billing for 2 months of service
Residential: 5/8"			
Water	$70.00	$70.00	
Sewer	$45.00	$100.00	
Commercial: 5/8"			
Water	$70.00	$70.00	
Sewer	$45.00	$100.00	
Fireline:			
Water	$100.00	$100.00	
Connection Charges: Water/Sewer (per avg daily rated gallon)	$5.22/$1.20	Included in Connection Charge Report	Included in Connection Charge Report

Table 1 - NMB Water Miscellaneous Fees and Recommended Updates

Miscellaneous Fee Description	Current	Recommendation	Methodology
Meter Inspections (per meter per inspection attempt)	$1.00	$50.00	Time and Materials; Benchmarking Comparison
Delinquent Account Shutoff (per attempt):			Time and Materials; Benchmarking Comparison
Shutting Off	$25.00	$30.00	
Restoring Service	$25.00	$30.00	
Surcharge on Delinquent Accounts	Language in 19-12.4	*No Change*	No change; Review of Chapter 19
Broken Locks Charge	$25.00	Fee Eliminated; Broken Locks shall be considered Tampering	
Tapping Charges	Actual Cost	Actual Cost	No change; Review of Chapter 19
New: Tampering Charge	None	1st offense: $250	Benchmarking Comparison
		2nd offense: $500	
		3rd offense: $750	
Credit Card Fee	No fee	Higher of $4.95 or 2% of payment	Benchmarking Comparison
Lateral Blockage Charge:			Time and Materials
Regular Hours	$100.00	$380.00	
After Hours, Weekends, Holidays	$150.00	$570.00	

2 Proposed Fee Update and Benchmarking Comparison

2.1 Homeland Security Charge

The Homeland Security Charge was established to provide security and emergency programs for NMB Water's water treatment plant, water transmission system, and related facilities and resources essential to the public welfare. Revenue generated from this fee was used to ensure protection of NMB Water's water and sewer infrastructure and assets. The Homeland Security Charge was established in September 2004. The charges were first adopted in Ordinance No. 2004-15 at an amount of $1.30 for a 5/8-inch meter per billing equivalent. Of similar utilities researched, it was found that the Homeland Security Charge is unique to NMB and therefore benchmarks were not available for comparison of this fee. As part of the 2019 rate study, NMB Water eliminated this charge.

2.2 Hydrant Charge

Historically this charge was applied to Miami-Dade customers that are billed by NMB Water. The Hydrant Charge was not applied to Golden Beach and NMB Water customers. Miami-Dade Water and Sewer customers are billed this charge if their property is located within a radius of 660 feet of an existing fire hydrant. These customers are provided fire protection by Metropolitan Miami-Dade County. The Hydrant Charge is for fire hydrant water service and for the maintenance and repair of fire hydrants. The maintenance and repairs include painting, an annual flush, and repairs for leaks.

Based on discussions with NMB Water it is recommended that NMB Water remove the current Hydrant Charge of $0.10 per month and $0.30 per quarter. Based on a review of this charge by NMB Water, the fee was based on a Miami-Dade County ordinance and is not a City ordinance. The annual revenue expectation from this fee was approximately $26,000.

2.3 Backflow Inspection

North Miami Beach City Ordinance requires certain customers install a backflow prevention device and requires that these devices be inspected and tested annually by NMB Water. The annual charge for each inspection or reinspection is currently twenty-five dollars ($25.00) for residential users. For commercial and industrial users, the fee is fifty dollars ($50.00) for the domestic line and one hundred dollars ($100.00) for the fire line. Customers are currently billed this fee proportionately on their regular utility bill, either monthly or quarterly. Based on discussions with NMB Water, backflow inspections are performed by vendors of the system. The Backflow Inspection fee update is based on the average costs of the two vendors conducting these inspections; Simply Backflows and All Fire Backflows. The price quoted for backflow inspections varies by meter size. Table 2 provides the annual quotes for each vendor along with the average and recommended Backflow Inspection monthly or quarterly fees.

Table 2 - Backflow Inspection

	Cost Data			Calculated Cost	
Description of Prevention Device	**All Fire Backflow**	**Simply Backflows**	**Average**	**Monthly**	**Quarterly**
<1-inch backflow	$65.00	$65.00	$65.00	$5.42	$16.25
1 inch to 2 inch	$70.00	$65.00	$67.50	$5.63	$16.88
3 inch to 4 inch	$75.00	$65.00	$70.00	$5.83	$17.50
5 inch to 6 inch	$85.00	$75.00	$80.00	$6.67	$20.00
8 inch	$95.00	$75.00	$85.00	$7.08	$21.25

Note: Fireline's consist of two backflow devices as such the fee for these lines is 2X.

2.4 Deposits

NMB Water, similar to most utilities, sends bills after service has been performed. Since there is a risk of non-payment, NMB Water requires a deposit when opening an account. To recover costs of service, the updated deposit methodology is based on two months of average water and sewer service. The calculation to determine the deposit for a 5/8" meter for both water and sewer is provided below. Where necessary, quarterly fees such as the base water and sewer minimum charges were converted to a monthly amount for purposes of calculating the deposit. Equivalent units were used to determine the deposit for other meter sizes. Deposits are based on meter size and thus are the same for commercial and residential customers. Consistent with current NMB Water Ordinance, it is recommended that tenant customers be charged an amount twice that of owners based on a higher risk of non-payment. Additionally, the existing Fireline water deposit amount of $100 is found to be sufficient and no change is recommended for this deposit amount. The calculation used to determine the water deposit amount is shown in Exhibit 1 and the recommended deposits, based on meter size, are shown in Table 3. Exhibit 2 and Table 4 provide the sewer calculation and recommended deposit amounts, respectively.

Exhibit 1 – Water Deposits

NMB Water

Miscellaneous Fees and Charges

Description:	Water Deposits
Applicability:	Calculates a deposit based on two months of average billing

Water 5/8" Description	**Units**	**Rate per Unit**	**Total**
Water Charges			
Base	1	$4.57	$4.47
Consumption	4	$3.82	$15.28
Subtotal			$19.85

Exhibit 1 – Water Deposits

Utility Tax	1	10%	$1.98
D.E.R.M. Fee	1	7.5%	$1.49
F.S. 180.191 Water/Sewer Surcharge	1	25.0%	$4.96
Excise Tax	1	10%	$2.48
Backflow Inspection Fee	1	$5.42	$5.42
Total Cost			$36.18
Adjustment (2X Monthly)			$72.36
Adjustment (Rounding)			($2.36)
Total Proposed Charge			$70.00
Existing Charge			$70.00

Table 3 – Water Deposits

Meter Size – Residential	Current	Proposed
5/8”	$70.00	$70.00
3/4”	$100.00	$70.00
1”	$160.00	$175.00
1 1/2”	$280.00	$350.00
2”		$560.00
3”		$1,120.00
4”		$1,750.00
6”		$3,500.00
8”		$5,600.00
10”		$8,050.00
Meter Size – Commercial	**Current**	**Proposed**
5/8”	$70.00	$70.00
3/4”	$135.00	$70.00
1”	$205.00	$175.00
1 1/2”	$405.00	$350.00
2”	$675.00	$560.00
3”	$1,350.00	$1,120.00
4”	$1,800.00	$1,750.00
6”	$2,700.00	$3,500.00
8”		$5,600.00
10”		$8,050.00
Fireline	$100.00	$100.00

Exhibit 2 – Sewer Deposits

NMB Water

Miscellaneous Fees and Charges

Description:	Sewer Deposits
Applicability:	Calculates a deposit based on two months of average billing

Sewer 5/8" Description	Units	Rate per Unit	Total
Sewer Minimum Charge			
Base	1	$11.50	$11.50
Consumption	3	$6.49	$19.47
Consumption	1	$7.49	$7.49
Subtotal			$38.46
F.S. 180.191 Water/Sewer Surcharge	1	25%	$9.62
D.E.R.M. Fee	1	7.5%	$2.88
Total Cost			$50.96
Adjustment (2X Monthly)			$101.92
Adjustment (Rounding)			($1.92)
Total Proposed Charge			$100.00
Existing Charge			$45.00

Table 4 – Sewer Deposits

Meter Size - Residential	Current	Proposed
5/8”	$45.00	$ 100.00
3/4”	$70.00	$ 100.00
1”	$105.00	$ 250.00
1 1/2”	$190.00	$ 500.00
2”		$ 800.00
3”		$ 1,600.00
4”		$ 2,500.00
6”		$ 5,000.00
8”		$ 8,000.00
10”		$ 11,500.00
Meter Size - Commercial	**Current**	**Proposed**
5/8”	$45.00	$ 100.00
3/4”	$90.00	$ 100.00
1”	$105.00	$ 250.00
1 1/2”	$180.00	$ 500.00
2”	$300.00	$ 800.00
3”	$600.00	$ 1,600.00
4”	$800.00	$ 2,500.00
6”	$1,200.00	$ 5,000.00
8”		$ 8,000.00
10”		$ 11,500.00

Table 5 – Benchmarks: Water and Sewer Deposit Comparison (5/8" Residential)		
Utility	**Water Deposit**	**Sewer Deposit**
Broward	$50	$65
Hollywood	$50	$75
Fort Lauderdale	$40	$70
Sarasota	$75	$75
Sunrise	$55	$70
Homestead	$35	$45
Florida Keys Aqueduct Authority	$90	
Cape Coral	$100	
Hallandale Beach	$200	
Palm Beach County	$110	
North Miami- Owner	$55	
North Miami- Tenant	$190	
Average of Comparable Utilities	**$88**	**$96**
NMB (current)	$70	$45
NMB (proposed) 2 month	$70	$100
NMB (proposed) 4 month-tenant	$140	$200

It's recommended that the water and sewer deposits for residential tenant customers be twice the amount for residential owner customers.

2.5 Meter Inspection

A meter inspection is generally performed at the request of the customer in anticipation of a meter error resulting in a high bill. It is recommended that the meter inspection fee cover the costs of both labor and equipment necessary to complete a meter inspection. The Meter Inspection fees should be charged in cases where the meter inspection did not find an error or problem with the meter. City Ordinance Chapter XIX establishes this threshold as a meter over registering by two percent (2%). The meter inspection process involves traveling to the site, removing the meter and taking it to an NMB Water facility for testing, and time to replace the meter in service after testing. The average time spent conducting these activities and the vehicle expense are used to calculate an updated meter inspection fee. The calculation for determining the actual meter costs of approximately $90 is shown in Exhibit 3. Based on discussions with NMB Water, in order to be consistent with other local communities a fee of $50, which is less than estimated costs, is proposed. This can be applied to all meter sizes. This is an increase from the $1 fee currently in place. Meter inspection fees for other utilities are also provided in Table 6.

Exhibit 3 – Meter Inspection Charges

NMB Water

Miscellaneous Fees and Charges

Description:	Meter Inspections
Applicability:	Recovers costs associated with the meter inspection process

Description	Units	Rate per Unit	Total
Personnel Expense:			
Field Labor	1.25 hours	$56.14	$70.18
Equipment Expense:			
Vehicle Expense	1.25 hours	$15.35	$19.19
Total Service Cost			$89.36
Total Proposed Charge			$50.00
Existing Charge			$1.00

Table 6 - Benchmarks: Meter Inspection Charges	
Broward County	$30
Hollywood*	$50
Hallandale Beach (per hour)	$20
Fort Lauderdale (1st Test/$70 for additional test)	$16
Sarasota	$25
Palm Beach County*	$70
Miami-Dade County	$50
Florida Keys Aqueduct Authority	$30
NMB (Current)	$1
NMB (Proposed)	$50
* Varies by meter size; fee shown for 5/8" meter	
Hollywood increases to $150 for 3" meter or greater	
Palm Beach charges actual costs for 2" meter or greater	

2.6 Delinquent Account Shutoff and Restoring Service

Accounts become eligible for service disconnect when they are 30-days past due. The costs associated with disconnecting and reconnecting the meter are recovered through the Delinquent Account Shutoff and Restoring Service fees. The fees are meant to discourage non-payment and recover costs associated with field labor, customer service, and vehicle expense required for service shutoff and restoration. The calculation of these fees is shown below. On average, each time a meter is shutoff or restored it involves fifteen minutes of labor and vehicle time as well as 15 minutes of time spent by customer service. Consideration was also given to the fact that multiple disconnections or reconnections are sometimes performed on one trip. Customer service time includes time on the phone with the account and time spent creating work orders. Below, in Exhibit 4, are the assumptions to develop the fee update, which is an increase from the $25 fee currently in place. In some instances, and in some cases deliberately, a meter may not be accessible for service disconnect. As such, it is recommended that the fee be applied each instance that someone from NMB Water must travel to the site of the meter whether it is for turning off or restoring service. It is estimated that 90% of the accounts are restored in the next few days after being turned off for delinquency. Delinquent Account fees implemented by other utilities are provided in Table 7.

NMB Water Ordinance, Chapter 19-112.3, uses the Account Shutoff to charge for special visits to a property. The specific code currently states the following: "There shall be a twenty-five ($25.00) dollar charge for each visit to the property by a City representative other than for regular meter readings which may include but is not limited to the following: additional reading attempts (i.e. due to no meter access), multiple attempts to turn meter off or on due to no access or water running, notification of delinquency, and collection of a payment." The updated Delinquent Account Shutoff and Restoring Service fee should also be applied to other special site visits as established in the above Ordinance.

Exhibit 4 - Delinquent Account Shutoff and Restoring Service

NMB Water

Miscellaneous Fees and Charges

Description:	Delinquent Account Shutoff
Applicability:	Recovers costs associated with shutting off and restoring service to delinquent customers; the fee is price per visit

Description	Units	Rate per Unit	Total
Personnel Expense:			
Labor	0.25	$56.14	$14.04
Customer Service	0.25	$56.14	$14.04
Subtotal			$28.07
Equipment Expense:			
Vehicle Expense	0.25	$15.35	$3.84
Total Service Cost			$31.91
Rounding Adjustment			($1.91)
Total Proposed Charge (Per Visit)			$30.00
Existing Charge			$25.00

Table 7 - Benchmarks: Delinquent Account (Shutting Off and Restoring Service)	
Broward County (Reconnect/Disconnect)	$25/$25
Hollywood (Reconnect/Disconnect)	$25/$35
Hallandale Beach (Reconnect/Disconnect)*	$40/$40
Fort Lauderdale (Reconnect/Disconnect)	$20/$20
Sarasota (Reconnect/Disconnect)	$25/$25
Palm Beach County (Reactivation/Deactivation)	$35/$0
Cape Coral (Reconnect/Disconnect)	$20/$20
Sunrise (Turn on/ Disconnect)	$15/$50
Miami-Dade County (Reconnect/Disconnect)	$35/$50
Homestead (Reconnect)	$30
Florida Keys Aqueduct Authority (Reactivation/Deactivation)	$25/$50
North Miami (Turn On)	$30
NMB (Current Reconnect/Disconnect)	$25/$25
NMB (Proposed Reconnect/Disconnect)	$30/$30

Note*- Hallandale Beach fee is $20 for reconnect/disconnect if at customers request.

2.7 Surcharge on Delinquent Accounts

North Miami Beach Ordinance, Chapter 19-12.4 sates, “A late or surcharge shall automatically be imposed upon all delinquent customers of potable water in the amount of ten (10%) percent of the prior billing cycle's water charges or of any outstanding previous balance due at the time of each billing, whichever is lower, and the surcharge shall be added on at the time of billing and shall be due and owing to the City by the delinquent customer.” There is no recommended change to the Surcharge on Delinquent Accounts.

2.8 Tampering Charge

NMB Water does not currently maintain a charge for tampering with system equipment. NMB Water does maintain a broken lock charge of $25.00 for instances when a customer removes an NMB Water lock and restores disconnected service, however, this fee has not proved sufficient to prevent meter tampering. It is recommended that a new Tampering Charge be implemented to provide disincentive for customers interfering with or altering system equipment. Tampering could include connections that are made in violation of Utility policies or any alteration to Utility equipment or service. The fee should be significant enough to discourage such practices. The recommended fees, shown in Table 8, are based on Tampering Charges adopted by other regional utilities. An inclining fee based on repeated offenses is consistent with how other utilities structure this fee. Table 9 provides the tampering charges implemented by other regional utilities.

Table 8 - Tampering Charges

1st Offense	$250
2nd Offense	$500
3rd Offense	$750

Table 9 - Benchmarks: Tampering Charges

Broward	Destruction of Meter or Tampering	$100
Hollywood	Penalty and Administration Fee	$75
Hallandale Beach	Metered Water: First Occurrence	$150
	Metered Water: Two or More Occurrences	$300
	Unmetered Water	$500
Fort Lauderdale	First Offense	$75
	Second Offense	$350
Sarasota	First Occurrence	$150
	Subsequent Occurrences	$300
Cape Coral	First Offense	$250
	Second Offense	$500
	Third Offense	$750
Sunrise	Tampering Charge	$100
North Miami	Illegal Device	$500
Miami-Dade County	Tampering Violation	$250
Homestead	Tampering Charge	$100
Florida Keys Aqueduct Authority	Investigation Charge (Unauthorized Turn-On)	$75
	Tampering Charge	$150
	Repeat Occurrence	$300
NMB Water (Proposed)	1st Offense	$250
	2nd Offense	$500
	3rd Offense	$750

2.9 Credit Card Fee

NMB Water incurs significant credit card processing fees when customers pay their bills using a credit card. While offering this service makes bill payment more convenient for customers, NMB Water is not directly recovering credit card processing costs. Based on review of their utility credit card processing charges, it is recommended that NMB Water charge the higher of a fixed fee of $4.95 per credit card transaction or 2% of the amount being paid. The fees charged by credit card companies and the fees charged by other utilities are shown in Table 10 and Table 11, respectively. It is important to note that there is no processing fee for other methods of payment such as debit cards or personal checks.

Table 10 - Average Credit Card Processing Fees	
MasterCard	1.55% - 2.6%
Visa	1.43% - 2.4%
Discover	1.56% - 2.3%
American Express	2.50% - 3.5%

Table 11 - Benchmarks: Credit Card Processing Fees	
Miami-Dade County	$3.95
Pinellas County	$3.75
City of North Miami	$4.95
NMB Water (Proposed)	Higher of $4.95 or 2% of the amount being paid

2.10 Lateral Blockage Charge

NMB Water provides services to remove blockage in sanitary sewer laterals serving properties. The services include line inspection, cleaning and debris removal. This typically involves two persons performing the service over a three-hour time period. The updated fee calculation, shown in the below exhibit, includes the labor time as well as an expense related to the truck used by the technicians. The current charge is $100 if the service is performed during regular hours and $150 if performed during after hours, weekends or holidays.

Exhibit 5 – Lateral Blockage Charge

NMB Water

Miscellaneous Fees and Charges

Description: Lateral Blockages - Wastewater Service Line Clearing Charge

Applicability: Recovers costs associated with line inspection, cleaning, and debris removal.

Description	Units	Rate per Unit	Total
Personnel Expense:			
Labor	6	$56.14	$336.84
Equipment Expense:			
Vehicle Expense	3	$15.35	$46.05
Total Service Cost			$382.89
Rounding Adjustment			($2.89)

Exhibit 5 – Lateral Blockage Charge	
Total Proposed Charge (Per Visit)	$380.00
Existing Charge	$100.00

Table 12 – Lateral Blockage Charge Fees		
NMB Water	Current	Proposed
Regular Hours	$100.00	$380.00
After Hours	$150.00	$570.00

2.11 Plan Review Service Fees

NMB Water provides certain fees related to planning review services. The recommended fees are the fees currently charged by Miami-Dade County. Based on a review of these fees with NMB Water staff, the fees were determined to be reasonable to recover the costs associated with these services.

Table 13 – Plan Review Service Fees		
Fee Description	**Cost Per review / Per occurrence ($)**	
	Original Fee	**Suggested Fee**
PLAN REVIEW SERVICES		
Lateral Connections	$125.00	$125.00
Water Services, F.H., Main Extension <50 Ft.	$125.00	$125.00
Main Extensions over 50 Ft. (1 dry run and final)	$300.00	$400.00
As-Built Review (WATER & SEWER)	$100.00	$150.00
Additional Reviews (dry runs & as-builts)	$50.00	$75.00
New – RESIDENTIAL (impact, fireflow, sewer)	$50.00	$50.00
New – Commercial/Condo (impact, fireflow, sewer) Base Fee	$100.00	$100.00
New – Commercial/Condo (impact, fireflow, sewer) Buildings Greater than TWO (2) floors pays base plus $15 per floor	$15.00	$15.00

MISCELLANEOUS FEE REVIEW

Table 13 – Plan Review Service Fees		
Fee Description	**Cost Per review / Per occurrence ($)**	
	Original Fee	**Suggested Fee**
Calculation of Fee Estimate Reviews	$50.00	$100.00
Expedited Plan Review – First Hour $190	$50.00	$190.00
Expedited Plan Review – Additional Hours $65/hr	$50.00	$65.00
Material Submittal Review (Per Packet)	$150.00	$150.00
Agreement Type: (EASEMENT WATER & SEWER) (Per Packet)	$125.00	$150.00
FORMS		
Conveyance Package (i.e. Bill of Sale)	$50.00	$50.00
Water / Sewer Availability Letter	$25.00	$35.00
Demolition / Removal of Meter Letter	$25.00	$35.00
COPIES		
Hardcopy Prints (24” x 36” prints) (per sheet)	$5.00	$5.00
Letter / Legal / Ledger Copies (per copy)	$0.15	$0.15
Other services such as research and scanning based on time incurred; first 30 minutes at no charge, fee is for each additional 15 minutes thereafter.	N/A	$33.00 per 15 minutes (first 30 minutes at no charge)
METERS		
Temporary Construction Meters	$1,000.00	$1,000.00
INSPECTIONS		
Water / Sewer - SERVICES	$25	$125.00
Re–Inspection – SERVICES Per Revisit	$25	$35.00

MISCELLANEOUS FEE REVIEW

Table 13 – Plan Review Service Fees		
Fee Description	**Cost Per review / Per occurrence ($)**	
	Original Fee	**Suggested Fee**
Project Inspection Services (Cancellation)	$25	$25.00
Project Inspection Services AFTERHOURS (3 HR MIN)	$280.00	$280.00
Project Inspection Services AFTERHOURS $90/hr after 3 hr Min	$90.00	$90.00

3. Findings and Recommendations

- NMB Water currently has in place and implements certain miscellaneous charges for the water and sewer system. These charges are defined in City Ordinance Chapter 19.

- Based on our review of NMB Water's data, industry standards, and fees charged by other water and sewer providers, it is recommended NMB Water consider modifying and increasing some of the existing charges, as summarized in Table 1.

- Through the course of this study, new miscellaneous fees were identified, specifically a series of escalating Tampering Charges and a Credit Card processing fee. NMB Water should consider adopting these new fees.

- The miscellaneous fees proposed herein are reasonable when compared to fees and charges of other regional water and sewer providers.

- A comprehensive review of miscellaneous fees should be completed at least every three (3) years or whenever a significant change occurs such as changes in cost, utility operations, regulations, technical aspects or the method of delivering utility service.

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Legislation
11.2.

City of North Miami Beach
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MEMORANDUM

TO:	Mayor and City Commission
FROM:	Shereece George-Depusoir, Chief Procurement Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Ordinance No. 2025-07 (Second Reading) Unsolicited Proposals Process (Shereece George Depusoir, Chief Procurement Officer)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Checklist
- Ordinance 2018-11
- HB 781

TO: City Attorneys
Joseph Geller, Greenspoon Marder, LLP
Ahmand Johnson, Esq. Greenspoon Marder, LLP

FROM: Shereece George Depusoir, Chief Procurement Officer

SUBJECT: Modification of City of North Miami Beach - Chapter III of the Code of Ordinances, Entitled “Purchasing”, Section 3.5 “Public, Private, Partnership”

Purpose

The purpose of this ordinance is to establish a legally compliant, transparent process for the receipt, review, and evaluation of unsolicited proposals submitted by private entities for public-private partnership (P3) projects, as authorized by Florida Statute § 255.065.

City’s Intent

This ordinance ensures that the City is aligned with the 2024 legislative update enacted through House Bill 781, effective July 1, 2024, which amended § 255.065 to further clarify and enhance the procedures governing unsolicited proposals. Key improvements under HB 781 include updated requirements for proposal completeness, clearer timelines for supplemental evaluation fees, and reinforced public transparency obligations, such as mandatory disclosures and meeting protocols.

The ordinance enables the City to:

- Receive qualifying proposals from the private sector that address public needs (e.g., infrastructure, utilities, transportation)
- Evaluate such proposals under a clear statutory framework
- Conduct public interest determinations and manage optional competitive solicitations
- Enter into comprehensive agreements with appropriate safeguards and financial planning

By adopting this ordinance in accordance with § 255.065 as amended by HB 781, the City ensures:

- Legal compliance with the most current state law
- Process integrity, fiscal accountability, and public transparency
- Expanded opportunities for innovation, private-sector expertise, and public value

This ordinance positions the City to leverage private capital and capabilities to meet critical infrastructure and service needs efficiently and responsibly.

ORDINANCE NO. [XXXX-XX]

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A PROCEDURE FOR RECEIVING, ACCEPTING, AND EVALUATING UNSOLICITED PROPOSALS FOR QUALIFYING PROJECTS PURSUANT TO FLORIDA STATUTES § 255.065; PROVIDING DEFINITIONS; ESTABLISHING REQUIREMENTS FOR REVIEW, PUBLIC INTEREST DETERMINATION, COMPETITIVE SOLICITATION, PROFESSIONAL REVIEW, AGREEMENT EXECUTION, AND CONFIDENTIALITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 255.065 authorizes public entities to enter into public-private partnership agreements for qualifying projects initiated by unsolicited proposals; and

WHEREAS, the City previously amended Chapter III of the Code of Ordinances, Entitled "Purchasing", Section 3.5 "Public, Private, Partnership" via Ordinance 2018-11; and

WHEREAS, House Bill 781 effective July 1, 2024, amended s.255.065, F.S., authorizing, rather than requiring, a responsible public entity to facilitate the acceptance and evaluation of an unsolicited proposal in accordance to the guidelines amended; and

WHEREAS, the Mayor and Commission find it necessary and in the public interest to establish a formal process for receiving, evaluating, and approving unsolicited proposals; and

WHEREAS, this ordinance is intended to encourage innovation, leverage private sector investment, and ensure transparency and public benefit in such projects; and

WHEREAS, City staff shall be obligated to conduct themselves with integrity, acting solely in the best interests of the City and in full compliance with all applicable laws, regulations, and procurement policies, and nothing in this Ordinance shall be construed or applied in a manner that would permit staff or officials to bypass, circumvent, undermine, or preclude the established procurement process for personal, professional, or financial gain; and

WHEREAS, the City Commission deems it to be in the public interest to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. **The foregoing findings and recitals are true and correct and incorporated herein by reference.**

Section 2. That Chapter III of the Code of the City of Ordinances of the City of North Miami Beach, Florida, titled "Purchasing" is hereby amended as follows:

3-5 - PUBLIC-PRIVATE PARTNERSHIPS (P3).

3-5.1 Purpose, ~~Scope and Applicability~~ and Intent

The City hereby adopts Section 255.065, Florida Statutes, entitled "Public-Private Partnerships; public records and public meetings exemptions" as amended. A public-private partnership ("P3") is a contractual agreement between a public agency (federal, state or local) and a private sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. This ordinance establishes a clear and uniform process for the receipt, evaluation, and disposition of unsolicited proposals submitted by private entities for qualifying P3 projects, pursuant to Section 255.065, Florida Statutes. ~~Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility. For a qualifying project/unsolicited proposal to be considered by the City, all parties must comply with this section and any adopted Guidelines for P3 Applications and Evaluation Process (hereinafter "Guidelines").~~

3-5.2 Proposals.

A. Solicited Proposals.

1. The City may advertise for competitive proposals for a P3 project. The terms, evaluation criteria and selection process shall be outlined in the solicitation which may be made by a request for proposals, invitation to negotiate or other method as deemed appropriate by the City Manager and hereinafter referred to as a "solicitation".

2. Responses to a solicitation shall comply with all requirements of the soliciting document(s) and shall comply with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.

3. All responses to a solicitation for a P3 project shall be evaluated by the City as set forth in its guidelines. Final award decisions for P3 projects initiated by a solicitation shall be made by the City Commission, and as determined to be in the best interests of the City.

B. Unsolicited Proposals.

1. Definitions. As used in this ordinance:

(a) Qualifying Project: As defined in Florida Statutes § 255.065(1)(i), including infrastructure facilities such as public buildings, transportation, water treatment, utilities, technology systems, and similar assets.

(b) Unsolicited Proposal: A written proposal for a qualifying project submitted by a private entity without prior formal solicitation.

(c) Comprehensive Agreement: The final binding agreement entered into between the municipality and a private entity, pursuant to § 255.065(7).

~~1. Any proposals received without issuance of a solicitation, shall be treated as an unsolicited proposal and may be evaluated as prescribed in its guidelines. All proposals submitted shall be submitted in accordance with the requirements set forth in Section 255.065, Florida Statutes. The City Manager shall have thirty (30) days to accept or reject any unsolicited proposals.~~

2. Submission Requirements. Pursuant to § 255.065(3), private entities submitting unsolicited proposals must:

(a) Provide a detailed conceptual proposal including design, schedule, financial terms, and public benefit.

(b) Submit an application fee in an amount established by resolution of the City Commission. The fee shall be used to offset the cost of processing, reviewing, and evaluating the proposal. Fees shall be paid in accordance with anticipated project cost as follows:

1. **Projects with estimated costs up to $5,000,000, shall pay an initial application fee of: $10,000**
2. **Projects with estimated costs from $5,000,000 to $10,000,000, shall pay an initial application fee of: $15,000**
3. **Projects with estimated costs from $10,000,000 to $20,000,000, shall pay an initial application fee of: $20,000**
4. **Projects with estimated costs in excess of $20,000,000, shall pay an initial application fee of: $25,000**

(c) Pay any additional review costs if the municipality deems the initial fee insufficient, in accordance with § 255.065(3)(d).

~~2. Contemporaneously with the submission of an unsolicited proposal, the proposer shall pay an initial unsolicited proposal application fee to the City in the amount of five thousand ($5,000.00) dollars, or such other amount as the guidelines may prescribe, to cover the costs of processing, reviewing and evaluating the proposal, including the fees and costs for private consultants to assist in the evaluation. Upon acceptance of the unsolicited proposal the initial unsolicited proposal application fee is non-refundable. The City shall require additional fees from the proposer if the initial unsolicited proposal application fee is insufficient to pay for the City's evaluation costs.~~

3. Evaluation Procedure

(a) Qualifying Project Determination. The City Manager or designee shall determine whether the proposal qualifies under § 255.065(1)(i).

(b) Public Interest Determination. If the municipality elects not to conduct a competitive solicitation, it shall follow the process in § 255.065(3)(b):

(i) Hold two public meetings:

A. First for presentation and public comment; and

B. Second for determination of public interest based upon benefits to the City, the proposer's qualifications, project costs, and public input.

(ii) Publish the written public interest determination in the Florida Administrative Register at least 7 days before entering into an agreement.

(c) Competitive Solicitation Option. In lieu of public interest determination, the municipality may issue a public notice under § 255.065(5), soliciting competing proposals for a period of 21 to 120 days, any such other time period as may be determined by majority vote of the Commission.

(d) Professional Review. Pursuant to § 255.065(3)(a)5, if the proposal involves architectural, engineering, or landscape design services, the municipality must obtain a professional review by a licensed expert to ensure compliance with quality, safety, sustainability, and functional requirements.

(e) Comprehensive Agreement Requirements. Before execution of a comprehensive agreement under § 255.065(7), the agreement must ensure:

(i) Public ownership of the facility upon completion, expiration, or early termination (§ 255.065(7)(b)).

(ii) Protections against cost overruns and service disruptions (§ 255.065(7)(d)).

(iii) Flexibility for future capacity expansion (§ 255.065(7)(e)).

(iv) A reasonable financial plan including revenue sources and cash-flow analysis (§ 255.065(7)(i)).

(f) Confidentiality. All documents and records related to an unsolicited proposal are exempt from public disclosure until:

(i) The municipality issues a public notice of acceptance; or

(ii) 30 days has elapsed since the close of the competitive proposal period. An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the responsible public entity's acceptance of a proposal or rejecting all proposals.

~~**3. If the City Manager determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a**~~

~~**competitive bidding period. The advertising period of the notice of receipt and inviting competing bids shall not be less than thirty (30) days after the initial date of publication. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals a reasonable opportunity to submit a bid.**~~

~~**4. Bidders submitting competitive bids in response to the notice of receipt shall comply with the requirements specified in the notice and pay a bid application fee as specified in the notice or the guidelines. The amount of the application fee shall be determined by the City Manager, on a case by case basis, and be reasonably calculated to cover the costs to be incurred by the City. The initial proposer(s) shall also submit a bid in response to the notice providing such further details about the unsolicited proposal as may be required by the notice. The initial proposer(s) shall receive a credit against the bid application fee for its initial unsolicited proposal application fee.**~~

4. Bidders shall comply with all requirements of the notice of receipt as well as with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.

5. All unsolicited proposals and bids for a P3 project shall be evaluated by the City consistent with Section 255.065, Florida Statutes, and its guidelines. Final award decisions for P3 projects shall be made by the City Commission, and as determined to be in the best interests of the City.

6. The City Commission shall refrain from engaging in communications, advocacy, or direction regarding the merits of any specific unsolicited proposal outside of duly noticed public proceedings. Decisions by the City Commission shall be based exclusively on the evaluation criteria, staff analysis, and recommendations presented in the public record, ensuring that no bias or undue influence compromises the fairness or transparency of the process

7. City staff shall not be held personally or professionally liable for recommendations, evaluations, or analyses prepared in good faith during the review of an unsolicited proposal. All such actions shall be deemed advisory in nature and made solely in the City's best interest, in accordance with applicable laws and policies

Section 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 6. This Ordinance shall become effective immediately upon adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____

CITY ATTORNEYS

Sponsored by: Mayor & Commission

PROCUREMENT MANAGEMENT DEPARTMENT

🏛 Unsolicited Proposal Process – Florida Statute § 255.065 (2024 Update)

CHECKLIST

✅ Step 1: Submit Proposal

Include Required Elements (§ 255.065(3), (3)(c), (3)(d))

- ☐ Description of the Qualifying Project
- ☐ Conceptual Design
- ☐ Financial and Schedule Details
- ☐ Statement of Public Benefit

→ Proceed to Step 2 once the proposal is complete.

💲 Step 2: Submit Application Fee

- ☐ Send formal letter acknowledging receipt
- ☐ Submit application fee as required

→ Proceed to Step 3.

➕ Step 3: Supplemental Evaluation Fee (If Needed)

- ☐ If more funds are needed for review, a written request is issued.
- ☐ Proposer must submit additional funds **within 30 days** (§ 255.065(3)(d)).

→ Proceed to Step 4 once payment is received.

🔍 Step 4: Initial Review – Qualifying Project Determination

Determine if the project meets criteria (§ 255.065(1)(i), (3)(a), (4))

✅ Must:

- □ Serve a public purpose
- □ Fall under types listed (e.g., buildings, utilities, transport, water)

→ If project qualifies, proceed to Step 5. If not, notify proposer and terminate process.

🔀 Step 5: Choose Path Forward

Choose **ONE** of the following tracks:

□ **A. Competitive Solicitation Required**

→ Go to **Step 5A**

□ **B. Public Interest Determination (No Competition)**

→ Go to **Step 5B**

📣 Step 5A: Competitive Solicitation Process (§ 255.065(3)(a), (5))

If City opts for competition:

- □ Publish notice in the Florida Administrative Register & local newspaper
- □ Accept competing proposals for **21–120 days**

→ After notice period, evaluate proposals and proceed to Step 6.

📜 Step 5B: Public Interest Determination (Skip Competition) (§ 255.065(3)(b))

Hold Two Public Meetings:

1. □ **Presentation Meeting** – Present proposal, public comment
2. □ **Deliberation Meeting** – Decide if it's in public interest

Consider the following:

- □ Public need and benefit
- □ Cost/funding sources
- □ Proposer qualifications
- □ Public feedback

Disclosure Requirement:

- □ Publish determination & justification in Florida Administrative Register for **at least 7 days** before proceeding

➡ **If approved, proceed to Step 6.**

🏛 Step 6: Professional Review (if applicable) (§ 255.065(6)(c))

Required if project includes design/construction services:

- □ Engage licensed professionals to review:
  - Design standards compliance
  - Cost/space efficiency
  - Sustainability & performance

➡ **Once review is complete, proceed to Step 7.**

📜 Step 7: Draft and Execute Comprehensive Agreement (§ 255.065(7))

Agreement **must** include:

- □ **Ownership Clause** – Public ownership at completion or termination
- □ **Risk Mitigation** – Safeguards in case of default/failure
- □ **Capacity Expansion** – Plan for future scalability
- □ **Financial Plan** – Revenue, cash flow, debt instruments, timing

✅ **Once executed, implementation may begin.**

📌 Tips for Seamless Navigation

- Always **track statute references** for compliance.
- Maintain **clear records** of communications and submissions.

ORDINANCE NO. 2018-11

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER III OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "PURCHASING" BY CHANGING ALL REFERENCES TO "CITY COUNCIL" TO "CITY COMMISSION"; AMENDING SECTION 3-1.4 "DEFINITIONS", SECTION 3-2.2 "SCOPE OF PURCHASING AUTHORITY", SECTION 3-3.3 "SALES OF PROPERTY", SECTION 3-3.4 "NOTICE INVITING BIDS", SECTION 3-3.6 "SEALED BIDS", 3-4.3 "USE OF GOVERNMENTAL ENTITIES' CONTRACTS", SECTION 3-4.5 "EXEMPTIONS FROM BIDDING", AND ADDING SECTION 3-3.20 "CHANGE ORDERS", SECTION 3-4.6 "DONATIONS/IN-KIND SERVICES", AND SECTION 3-5 "PUBLIC-PRIVATE PARTNERSHIPS"; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") Purchasing Ordinance requires amendments as the result of changes in Florida law, the City's Charter, and to continue to be in-line with procurement industry standards and best practices; and

WHEREAS, the proposed amendments to the Purchasing Ordinance include non-substantive and stylistic changes throughout which change the reference from "City Council" to "City Commission," correct the definition of Purchasing Agent, remove "in a local newspaper" from the definition of competitive sealed bid, amend sealed bid requirements to be consistent with Florida law, clarify the language governing the use of other governmental entities' contracts and combine and clarify former Section 3-4.6 *Surplus, Obsolete, or Broken Stock or Equipment* with former Section 3-3.3 *Sales of Property* into one section; and

WHEREAS, Section 3-2.2 *Scope of Purchasing Authority* has been amended to allow information for prospective vendors to be placed on the City's website; and

WHEREAS, Section 3-3.4 *Notice Inviting Bids* has been amended to permit electronic notices and advertisement when permitted by law; and

WHEREAS, Section 3-3.20 *Change Orders*, has been created and gives the City Manager authority to approve change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than 10% of the contract cost or $50,000.00, whichever is less; and

WHEREAS, Section 3-4.5 *Exemptions from Bidding* has been amended to clarify the utility service exemption and adds cable and satellite television, purchases from other public entities, membership dues, medical services, teacher, training and specialized instructors, and direct materials that are included as part of a construction contract as purchases that are exempt from competitive bidding; and

WHEREAS, Section 3-4.6 *Surplus, Obsolete, or Broken Stock or Equipment* to *Donations/In-Kind Services* has been changed to allow for acceptance of donations and in-kind services up to ten thousand ($10,000.00) dollars when not offered for a City sponsored event and up to twenty-five thousand ($25,000.00) dollars for any City sponsored events, donations/in kind services that are more than the amount provided herein shall require City Commission approval; and

WHEREAS, Section 3-5 *Public-Private Partnerships* has been created to establish guidelines for acceptance of solicited and unsolicited proposals for public-private partnerships, the proposed guidelines require all submissions comply with Section 255.065, *Florida Statutes*, unsolicited proposals shall include an application fee of five thousand ($5,000.00) dollars, minimum thirty (30) day noticing requirement and all public-private partnerships shall be subject to City Commission approval; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the health, safety, and welfare of its residents to amend the Purchasing Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. That Chapter III of the Code of the City of Ordinances of the City of North Miami Beach, Florida, titled "Purchasing" is hereby amended as follows:

CHAPTER III – PURCHASING

3-1 - GENERAL PROVISIONS.

3-1.1 Established.

The purchasing policy of the City of North Miami Beach is established by Chapter III, Purchasing, of the Code of the City of North Miami Beach, Florida, the City ~~Council~~ Commission, and the City Manager.

* * *

3-1.4 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include future, words in plural number include singular number, and words in singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Bond shall mean a three party contract in which the issuer of the bond guarantees the faithful performance of a contract and the payment of all material and labor bills incidental thereto.

Boycott shall mean to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is

based on race, color, religion, gender, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Business shall mean any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this article.

City shall mean the City of North Miami Beach, Florida.

City ~~Council~~ Commission shall mean the City ~~Council~~ Commission of the City of North Miami Beach, Florida.

City Manager shall mean the City Manager or designee of the City of North Miami Beach, Florida.

Competitive quotations or *comparative prices* shall mean and include the submission of prices by individuals or firms competing for the privilege or right to supply merchandise or services involving dollar amounts less than that for which competitive sealed bidding, or competitive sealed proposals is required.

Competitive sealed bid, formal bid, or *request for proposals* shall mean and include the process of advertising ~~in a local newspaper~~, preparing specifications, mailing invitations to bid, or requests for proposals or qualifications, and publicly opening the sealed bids or proposals at a certain time and date, evaluating the bids or proposals, and awarding the bid to the lowest responsive, responsible bidder meeting specifications, or the proposal to whoever best meets the specifications and the needs of the City.

Construction shall mean the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contractual Services shall mean and include all telephone, gas, water, electric light and concessions, rental, repair or maintenance of equipment, machinery and other City-owned property, and other like services. The term contractual services shall differ from professional services, which are unique in their nature and handled differently.

Design build shall mean a construction process whereby a partnership, corporation, or other legal entity certified under Florida Statutes as a registered general or building contractor to practice engineering, or architecture, enters into a single contract for the design and construction of a public construction project.

Guaranteed Energy Savings Contract shall mean a contract for the evaluation and recommendation of energy conservation measures, including the design and installation of equipment to implement one (1) or more of such measures. The contract may cover repair or replacement of existing equipment, professional fees, and financing charges to be paid from the energy savings.

Person shall mean any business, individual, partnership, joint venture, other organization, or group of individuals.

Professional services and consultant shall mean and include those services performed by any architect, landscape architect, land surveyor, engineer, property appraiser, health care professional, accountant, consultant, scientist, artist, or any profession regulated by the State of Florida.

Purchasing Agent shall mean the Chief Procurement ~~Purchasing~~ Officer, as designated by the City Manager, of the City of North Miami Beach, Florida.

Request for quotation shall mean a request for an informal verbal or written price quotation from a supplier of materials or services.

Responsible bidder or proposer shall mean a person who, as determined by the City Manager or designee, has the capability in all respects to perform fully the contract requirements, and who has the perseverance, experience, integrity, reliability, capacity, facilities, equipment, credit, and financial strength which will assure good-faith performance.

Responsive bidder or proposer shall mean a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.

Sole source shall mean supplies and services, such as unique, patented, or franchised supplies or services only available from one (1) source, as determined by the Purchasing Agent after conducting a good faith review of available sources.

Specifications shall mean any description of the physical or functional characteristics, or of the nature of materials, equipment, or services. It may include a description of any requirement for inspecting, testing, preparing, or delivering. It may include requirements of the provider of such materials, equipment, or services.

Supplies shall mean and include all supplies, materials, equipment and motor vehicles.

Using Agency shall mean any department, division, official board, commission, or sponsored group or individual of the City government using supplies or procuring contractual or professional services as provided for in this chapter.

3-2 - PURCHASING AGENT.

* * *

3-2.2 Scope of Purchasing Authority.

The Purchasing Agent shall have the power and duty:

a. *Supplies, Services and Construction.* Consistent with this chapter, to enact regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Manager.

b. *Purchase or Contract.* To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using agency which derives its support wholly or in part from the City, when authorized, in accordance with purchasing procedures as prescribed by this chapter and the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Division and such other rules and regulations as shall be prescribed by the City Manager.

c. *Exceptions Prohibited.* The authority of the Purchasing Agent to negotiate or cause to be negotiated all purchases for all using agencies shall not be abridged, except as required by Charter.

d. *Unauthorized Purchases.* Except as herein provided, purchases made without the written consent of the Purchasing Agent shall be considered illegal, and shall be referred to the City Manager for judgment as to penalty in accordance with general penalty provision set forth in the Policies and Procedures Manual. Except as herein provided, it

shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.

e. *Disqualification of Bidders.* The Purchasing Agent shall have the authority with the consent of the City Manager to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.

f. *Requisitions and Estimates.* All using agencies, either by or with the authorization of the head of the department under which the using agency operates, shall file with the Purchasing Agent detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Purchasing Agent shall prescribe.

g. *Intergovernmental Cooperation.* The City declares its intent to cooperate with the Federal Surplus Property Program, State, County and municipal cooperative purchasing programs. The City may purchase off any current contract of another government entity established by a formal competitive sealed bid or proposal process, and any other similar programs, including GSA contracts and State of Florida Agreements that will provide the City with low cost, quality equipment, materials, supplies, and services. The Purchasing Agent shall have the authority, in accordance with subsection 3-3.14 to approve purchase orders for all purchases made through other government entities' competitive sealed bids which have been awarded to the lowest responsive, responsible bidder meeting specifications.

h. *Policies and Procedures Manual.* The Purchasing Agent, with the assistance, cooperation, and input of the using departments and divisions and in accordance with subsection 3-4.11, shall prepare for approval of the City Manager a Policies and Procedures Manual, which shall include purchasing rules and regulations, and administrative procedures to provide guidance and information.

i. ~~*Preparation of Booklet.*~~ *Information for Prospective Vendors.* The Purchasing Agent shall post on the City's website ~~prepare a booklet entitled~~ "How to Do Business with the City of North Miami Beach," which shall contain information pertinent to the concerns of a prospective supplier, ~~and a supplier who has received a contract or order from the City.~~ The Purchasing Agent shall update this information ~~booklet~~ on an as-needed basis.

j. *Removal of Vendors.* The City, through the Purchasing Agent, may debar and/or remove from its vendor list and/or withhold award of bid from any source of supply of materials and/or services which fails to fulfill any of its duties specified in a contract with the City, or which withdraws a bid after opening. This also applies to vendors whose principal(s) or qualifier(s) were associated with vendors which failed to fulfill any of its contractual duties. The City may reinstate any such source of supply when it is satisfied that further instances of default will not occur. This removal may be for an indefinite period of time.

k. *Rejection of Bid; Rebid.* The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid. The City may rebid. The City may waive any minor informalities or irregularities in any bid, in its discretion.

l. *Cooperative Purchasing.* The Purchasing Agent shall have the authority to join with other governmental entities in cooperative purchasing plans if it is determined to be in the best interests of the City.

Bidders shall not acquire any property rights as a result of participation in the bidding process.

* * *

3-3 - FORMAL CONTRACT PROCEDURES.

* * *

3-3.2 Non-Discrimination; Contract Requirements; Waiver.

(a) Non-discrimination Contract Requirements. The City shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in subsection 3-1.4.

(b) Waiver. The City ~~Council~~ Commission may, in its sole discretion, elect to waive the requirements of this section upon a 5/7 affirmative vote when the City ~~Council~~ Commission deems the waiver necessary for the health, safety, or welfare of the city.

3-3.3 Sales of Property/ Surplus, Obsolete, or Broken Stock or Equipment.

The Purchasing Agent shall have the authority to transfer surplus, obsolete, or broken stock or equipment to other using agencies of the City, or to exchange the same for, or trade in the same on new supplies. The Purchasing Agent shall have the authority to sell, scrap, trade, or donate such supplies or equipment with the following guidelines:

a. All real property shall be sold by contract to the highest responsive, responsible bidder, after due notices have been published as required by law, unless waived by the City Commission in accordance with Section 3-4.5(f). Prior to the sale of real property the City shall have an appraisal of the property completed within one (1) year of the notice publication date.

b. Any sales ~~of personal and real~~ property ~~(except trade-in of personal property) which has become obsolete and unstable~~ shall be accomplished by contract to the highest responsive, responsible bidder, after due notices have been published as required by law. The using department shall ensure that all identifying marks, signs, logo, etc., are removed prior to sale of such properties.

3-3.4 Notice Inviting Bids.

a. *Advertisements.* Notice inviting solicitations. Except of those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided. ~~*Newspaper.* Notice inviting bids shall be published once in at least one (1) legal newspaper having general circulation, and at least ten (10) working days preceding the last day set for the receipt of bids or proposals.~~

b. *Bidders List.* The Purchasing Agent shall attempt to solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders list," which the Purchasing Agent shall maintain, by sending them a copy of such notice. In any case, invitations sent to the vendors on the bidders list shall be limited to commodities that are similar in character and originally handled by the trade group where the invitations are sent. Also, the Purchasing Agent shall solicit and seek responsible bidders from the local area in addition to existing bidders list. Should the list

be inordinately long, the Purchasing Agent may mail notice according to a predetermined criteria, e.g. location of firm.

c. *Electronic Notice.* Unless otherwise provided by State Law, the Purchasing Agent shall have the discretion to satisfy the notice requirement by providing notice for invitation to bid, request for proposals, request for letters of interest, and other solicitations by posting on the City's website and using industry specific website notifications systems, including but not limited to email distribution systems as an alternative to newspaper advertising. Electronic notices shall provide that receipt of bids, proposals, or other offers shall be received not earlier than ten (10) days from the first announcement or posting of such electronic notice.

* * *

3-3.6 Sealed Bids.

a. Responses to competitive solicitations shall be opened publicly by the Purchasing Agent on the date and at the time and place designated in the competitive solicitation. ~~Bids shall be submitted sealed to the Purchasing Agent and shall be identified as bids on the outside of the envelope.~~

b. After opening each competitive solicitation, the bid amount (if issued pursuant to Chapter 255, *Florida Statutes*) and the respondent's name shall be recorded, signed by the Purchasing Agent or designee and witnessed, which may be done electronically. Such record shall be open to public inspection to the extent permitted by Section 119.071, *Florida Statutes*, and shall be made available to the public as provided by law. ~~Bids shall be opened in public at the time and place stated in the public notices, and shall be witnessed and certified by the Purchasing Agent and City Clerk, or their designees.~~

c. A tabulation of all bids received shall be made and shall be available for public inspection, as permitted under State Law.

* * *

3-3.14 Award of Bids, Proposals and Contracts.

All contracts, when the sum is below twenty-five thousand ($25,000.00) dollars, shall be awarded by the Purchasing Agent, with a recommendation from the Department Head, for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is greater than twenty-five thousand ($25,000.00) dollars and below fifty thousand ($50,000.00) dollars, shall be awarded by the City Manager with recommendation from the Department Head and Purchasing Agent for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is in excess of fifty thousand ($50,000.00) dollars, shall be awarded by the City ~~Council~~ Commission to the lowest responsive and responsible bidder meeting specifications.

In addition to price, all bid, proposal and contract awards shall take the following into consideration:

a. The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.

b. The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.

c. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.

d. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
e. The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

* * *

3-3.18 Termination of Contracts by City Manager.

All contracts, including those awarded by the City ~~Council~~ Commission, shall be administered by and may be terminated by the City Manager or designee when he/she determines, in his/her discretion, it is in the best interests of the City.

3-3.19 Contract Extensions for Operational Necessity.

Upon a finding, by the City Manager, of operational necessity, the City Manager is authorized to extend contracts, for a maximum of one hundred eighty (180) days. Extensions for operational necessity that exceed the City Manager's spending authority, shall be reported to the City ~~Council~~ Commission within thirty (30) days of such action. Any further extensions, shall require City ~~Council~~ Commission approval.

3-3.20 Change Orders.

The City Manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the City Commission by more than either ten percent of the contract cost or fifty thousand dollars ($50,000.00), whichever is less. The scope of any project may not be changed without prior approval of the City Commission or the City Manager if the amount of the contract and all change orders is less than fifty thousand ($50,000.00) dollars. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

3-4 - MISCELLANEOUS PROVISIONS.

* * *

3-4.2 Emergency Purchases.

Notwithstanding any other provision of this chapter, the Purchasing Agent, or designee, may make, or authorize others to make, emergency purchases when there exists a threat to public health, welfare, or safety, as determined under emergency purchase procedures set forth in the Policy and Procedures Manual, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A full written determination of the basis of the emergency, and reason for selection of the particular contractor, shall be included on the emergency purchase order and shall be filed as a permanent and public record of the purchase. Emergency Procurements that exceed the City Manager's spending authority, shall be reported to the City ~~Council~~ Commission within thirty (30) days of such action.

3-4.3 Use of Other Governmental Entities' Contracts.

Subject to the spending limitations in subsection 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City were purchased using solicitation procedures which are ~~comparable to solicitation procedures~~ substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may

procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

* * *

3-4.5 Exemptions from Bidding.

Purchase of the following materials and services shall be exempt from the bidding process and subject to the spending limitations provided in subsection 3-3.14, unless otherwise provided by State law:

a. Sole source purchases. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one (1) source.
b. Legal services. Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.
c. Emergency purchases.
d. Advertising. Advertising in selected newspapers, periodicals, radio stations, television networks, or websites.
e. Books and periodicals.
f. Formal bidding waiver. Purchases for which formal bidding has been waived, as determined by the City ~~Council~~ Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7) affirmative vote of the City ~~Council~~ Commission declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.
g. Real Property. Purchase or rental of real property when location is a consideration.
h. Utilities, including water, wastewater, sewer, gas, electric, or other utilities as defined by law. ~~Contractual services such as utilities~~.
i. Recreational excursions and cultural events.
j. Services set forth in Section 287.057(3)(f), *Florida Statutes*.
k. Insurance. Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.

l. Software. Software licensing and maintenance with the company from which the software was purchased, as set forth in subsection 3-4.4 or subsection 3-3.14, or its authorized representative.
m. Service and Warranty. Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.
n. Shipping, freight and postage charges.
o. Artistic, academic and entertainment performances. Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.
p. Groceries.
q. Cable and satellite television services.
r. Contracts with, and purchases from, other public entities, i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, city governments, government school boards, county sheriff's offices, and other government entities.
s. Membership dues for trade or professional organization.
t. Medical services, including wellness activities, pharmacy services and veterinarian services.
u. Teaching, training, specialized services and recreational instructors.
v. Direct material purchases. Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the City makes such purchases directly.

3-4.6 ~~Surplus, Obsolete, or Broken Stock or Equipment.~~ Donations/In-Kind Services.

~~The Purchasing Agent shall have the authority to transfer surplus, obsolete, or broken stock or equipment to other using agencies of the City, or to exchange the same for, or trade in the same on new supplies. The Purchasing Agent shall have the authority to sell, scrap, trade, or donate such supplies or equipment.~~

The City Manager is authorized to accept donations and in-kind services, on behalf of the City, up to ten thousand ($10,000.00) dollars when not offered for a City sponsored event and up to ~~an estimated~~ twenty-five thousand ($25,000.00) dollars for any City sponsored events. Donations/in kind services that are more than the amount provided herein shall require City Commission approval. ~~value not to exceed fifty thousand ($50,000.00) dollars on behalf of the City. Donations/in-kind services in excess of fifty thousand ($50,000.00) dollars shall require City Commission approval.~~ The City Manager shall report donations in excess of ~~twenty-five thousand ($25,000.00)~~ ten thousand ($10,000) dollars to the City Commission within thirty (30) business days of receipt.

* * *

3-4.9 Waivers of Bid.

As provided in Chapter 3 herein, the City Manager may waive the formal bidding procedure up to fifty thousand ($50,000.00) dollars and the City ~~Council~~ Commission may waive the formal

bidding procedure over fifty thousand ($50,000.00) dollars in accordance with the rules and procedures set forth in the Purchasing Policies and Procedures Manual.

* * *

3-5 PUBLIC-PRIVATE PARTNERSHIPS (P3).

3-5.1 Purpose, Scope and Applicability.

The City hereby adopts Section 255.065, *Florida Statutes*, entitled "Public-Private Partnerships; public records and public meetings exemptions" as amended. A public-private partnership ("P3") is a contractual agreement between a public agency (federal, state or local) and a private sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility. For a qualifying project/unsolicited proposal to be considered by the City, all parties must comply with this section and any adopted Guidelines for P3 Applications and Evaluation Process (hereinafter "Guidelines").

3-5.2 Proposals.

a. Solicited proposals.

1. The City may advertise for competitive proposals for a P3 project. The terms, evaluation criteria and selection process shall be outlined in the solicitation which may be made by a request for proposals, invitation to negotiate or other method as deemed appropriate by the City Manager and hereinafter referred to as a "solicitation".
2. Responses to a solicitation shall comply with all requirements of the soliciting document(s) and shall comply with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.
3. All responses to a solicitation for a P3 project shall be evaluated by the City as set forth in its guidelines. Final award decisions for P3 projects initiated by a solicitation shall be made by the City Commission, and as determined to be in the best interests of the City.

b. Unsolicited proposals.

1. ~~The City may advertise a need and encourage interested parties to submit unsolicited proposals in accordance with the requirements set forth in Section 255.065, *Florida Statutes*.~~ ~~If~~ Any proposals ~~are~~ received without issuance of a solicitation, ~~the proposals may~~ shall be treated as an unsolicited proposal and may be evaluated as prescribed in its guidelines. All proposals submitted shall be submitted in accordance with the requirements set forth in Section 255.065, *Florida Statutes*. The City Manager shall have thirty (30) days to accept or reject any unsolicited proposals.

2. Contemporaneously with the submission of an unsolicited proposal, the proposer shall pay an initial unsolicited proposal application fee to the City in the amount of five thousand dollars ($5,000.00), or such other amount as the guidelines may prescribe, to cover the costs of processing, reviewing and evaluating the proposal, including the fees and costs for private consultants to assist in the evaluation. Upon acceptance of the unsolicited proposal the initial unsolicited proposal application fee is non-refundable. The City shall require additional fees from the proposer if the initial unsolicited proposal application fee is insufficient to pay for the City's evaluation costs.
3. If the City Manager determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a competitive bidding period. The advertising period of the notice of receipt and inviting competing bids shall not be less than thirty (30) days after the initial date of publication. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals a reasonable opportunity to submit a bid.
4. Bidders submitting competitive bids in response to the notice of receipt shall comply with the requirements specified in the notice and pay a bid application fee as specified in the notice or the guidelines. The amount of the application fee shall be determined by the City Manager, on a case by case basis, and be reasonably calculated to cover the costs to be incurred by the City. The initial proposer(s) shall also submit a bid in response to the notice providing such further details about the unsolicited proposal as may be required by the notice. The initial proposer(s) shall receive a credit against the bid application fee for its initial unsolicited proposal application fee.
5. Bidders shall comply with all requirements of the notice of receipt as well as with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.
6. All unsolicited proposals and bids for a P3 project shall be evaluated by the City consistent with Section 255.065, *Florida* Statutes, and its guidelines. Final award decisions for P3 projects shall be made by the City Commission, and as determined to be in the best interests of the City.

Section 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. All other City ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby superseded and repealed.

Section 5. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section," "Article," or other word as the codifier may deem

appropriate.

Section 6. This Ordinance shall be effective ten (10) days after adoption on second reading.

APPROVED on first reading this **13th day of September, 2018.**

APPROVED AND ADOPTED on second reading this **16th day of October, 2018**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

BETH E. SPIEGEL
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
& LANGUAGE & FOR EXECUTION

SARAH JOHNSTON
INTERIM CITY ATTORNEY

Sponsored by: Mayor and City Commission.

Note: Proposed additions to existing City Code text are indicated by underline and deletions are indicated by ~~strikethrough~~.

An act relating to unsolicited proposals for public-private partnerships; amending s. 255.065, F.S.; authorizing, rather than requiring, a responsible public entity to publish notice of an unsolicited proposal for a qualifying project in a specified manner and that other proposals for the same project will be accepted; authorizing a responsible public entity to proceed with an unsolicited proposal for a qualifying project without a public bidding process if the responsible public entity holds a public meeting that meets certain requirements and holds a subsequent public meeting at which the responsible public entity makes a certain determination; requiring the responsible public entity to consider certain factors; requiring the responsible public entity to publish a certain report in the Florida Administrative Register for a certain period of time in certain circumstances; revising certain determinations that a responsible public entity must make before approving a comprehensive agreement; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Present paragraphs (c) through (f) of subsection (3) of section 255.065, Florida Statutes, are redesignated as paragraphs (e) through (h), respectively, new paragraphs (c) and (d) are added to that subsection, and paragraph (b) and present paragraph (d) of that subsection and paragraph (c) of subsection (5) of that section are amended, to read:

255.065 Public-private partnerships.—

(3) PROCUREMENT PROCEDURES.—A responsible public entity may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

(b)1. The responsible public entity may request a proposal from private entities for a qualifying project or, if the responsible public entity receives an unsolicited proposal for a qualifying project and the responsible public entity intends to enter into a comprehensive agreement for the project described in the unsolicited proposal, the responsible public entity may ~~shall~~ publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the responsible public entity has received a proposal and will accept other proposals for the same project.

2. The timeframe within which the responsible public

entity may accept other proposals shall be determined by the responsible public entity on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. If approved by a majority vote of the responsible public entity's governing body, the responsible public entity may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice must be mailed to each local government in the affected area.

(c) The responsible public entity may proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process if the responsible public entity holds a duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and at a second duly noticed public meeting determines that the proposal is in the public's interest. In making the public interest determination, the responsible public entity must consider all of the following factors:

1. The benefits to the public.

2. The financial structure of and the economic

efficiencies achieved by the proposal.

3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.

4. The project's compatibility with regional infrastructure plans.

5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

(d) If the responsible public entity decides to proceed with an unsolicited proposal without engaging in a public bidding process, the responsible public entity must publish in the Florida Administrative Register for at least 7 days a report that includes all of the following:

1. The public interest determination required under paragraph (c).

2. The factors considered in making such public interest determination.

3. The responsible public entity's findings based on each considered factor.

(f) ~~(d)~~ Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

1. Is in the public's best interest, if the proposal was solicited. If the proposal was unsolicited, the responsible

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

public entity must determine that the proposed project has been determined to be in the public's interest in accordance with paragraph (c).

2. Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity. For a proposed project that was unsolicited, if ownership will not be conveyed to the responsible public entity within 10 years after initial public operation begins, the public benefits apart from ownership must be identified and stated by the responsible public entity in the public interest determination required under paragraph (c).

3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.

4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.

5. If the proposal was solicited, will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

(5) PROJECT QUALIFICATION AND PROCESS.—

CODING: Words stricken are deletions; words underlined are additions.

(c) After the public notification period has expired in the case of an unsolicited proposal that is submitted and noticed for public bidding, the responsible public entity shall rank the proposals received in order of preference. In ranking the proposals, the responsible public entity may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans. The responsible public entity may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. If only one proposal is received, the responsible public entity may negotiate in good faith, and if the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer. Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.

Section 2. This act shall take effect July 1, 2024.

Legislation
11.3.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Vice Mayor Daniela Jean
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Ordinance No. 2025-08 (First Reading) Smoke Shop Regulations (Vice Mayor Daniela Jean)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Code Comparison
- Business Impact Statement
- Public Hearing Notice

City of North Miami Beach

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

City Commission Meeting Staff Report		
Meeting Date: 9/08/2025 (First Reading)	**File No**: 24-05	**Application Name**: Smoke Shop Text Amendment Ordinance

Request:
A Text Amendment Ordinance to amend and update the City's Land Development Code to put forth guidelines for the business operation "Retail smoke shops" as a Conditional Use.

Background:
Over the past years, staff have had numerous requests regarding tobacco shops aka "smoke shops" in the City of North Miami Beach and how to regulate them efficiently without affecting day-to-day operations for existing business owners, customers, and residents. As directed by City Officials, staff have opted to create a Text Amendment Ordinance for the business use of smoke shops. The intent of the ordinance is to prevent the clustering of smoke shop uses within the City's Boundary.

Staff Analysis:
Presently, the City of North Miami Beach Code of Ordinances classifies tobacco shops under the general retail category and is currently permitted by right in the Business and Mixed-Use Zoning Districts and is prohibited in the Residential Single-Family District. After further examination and research, a gradual increase in smoke shops is appearing to be active within the City adjacent to neighboring schools, daycare centers, government facilities, and residential homes. The Text Amendment Ordinance objective is to prevent future clustering of smoke shop businesses within in the City and provide a distance separation buffer away from certain uses. The owner and/or entity who intends to operate a Retail Smoke Shop under this approved and adopted Ordinance will undergo review based on the TRAD review, conditional use review standards, applicable state/federal regulations, and City Commission approval.

Project Planner:	**Review Dates:**	**Submittal Attachments**
City of North Miami Beach Community Development Department Planning & Zoning Division	Planning & Zoning Board: July 14, 2025 City Commission Meeting: September 08, 2025 (1st Reading) October XX, 2025 (2nd Reading)	1. Staff Report 2. Ordinance 3. Business Impact Statement Form 4. Data Analysis and Municipal 5. Presentation

Existing grandfathered retail smoke shop businesses with an active Business Tax Receipt (BTR) on file with the City will not need to adhere to the requirements of this text amendment ordinance and provisions unless the business tax on file has expired therefore this ordinance shall be executed effective immediately. Medical marijuana dispensary/medical marijuana treatment centers shall be treated separately from Retail Smoke Shops (Tobacco sales) and shall comply with any required state and/or federal state legislature.

Ordinance Key Provisions & Objective

a. Amend and update current Zoning and Land Development Code (ZLDC)
b. Prevent clustering of smoke shops within the city
c. Create a distinct definition
d. Conditional Use approval required
e. Establish distance separation buffer zones around certain uses (e.g., schools, daycares, residential homes).
f. Areas of interest (which area will permit this use)

Amending ZLDC. Section 24-22 – Definitions

Modification to the definition term Retail uses (general retail) to remove the word tobacco shops and to introduce a new definition term "*Retail smoke shop*" to Section 24- 22 of the Code of Ordinances.

Current definition term to be amended with strikethrough

- *Retail uses (general retail):* Retail stores, involving the sale of merchandise to the end user; may include but not be limited to art supplies; antiques; apparel; bake shops; bicycles; bookstores; cameras; convenience stores; fabric and drapery; flooring; florists; furniture; hardware; groceries; jewelry; leather goods; lighting fixtures; newspapers and magazines; sporting goods; ~~tobacco shops~~; toys; and other similar type businesses not enumerated in the same or higher intensity zoning district.

Proposed definition term to be added to Section 24-22 - Definitions

- *Retail smoke shop:* A commercial retail or wholesale establishment fully enclosed primarily engaged in selling tobacco, tobacco products, and accessories for such products. Smoke shop accessories may include but not be limited to e-cigarettes; vaporizers; hookahs; bongs; cigarette papers or wrappers; rolling machines; and other similar paraphernalia not enumerated.

- Distance separation measurement: The minimum distance separation requirement shall be measured as a straight line from the main entrance of the proposed establishment to the nearest point of the property line of the neighboring use from which separation is required.

Amending Zoning & Land Development Code (ZLDC), B-3, B-4, and B-5 (Business Districts) and Tables MU/TC-1, MU/EC-1, and MU/IB-4 (Mixed-Use Districts) to permit Retail smoke shop use as a Conditional Use with a distance separation requirement of 1,000' ft :

- Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools (preschool, elementary, middle, or secondary), and other smoke shop establishments.

Amending Article V. - Zoning Use Districts
The proposed ordinance will authorize retail smoke shops as a Conditional Use in the appropriate zoning districts outlined below:

- B-3
- B-4
- B-5 (Business Districts)
- MU/TC
- MU/EC
- MU/IB (Mixed-Use Districts)

Business Impact Estimate Summary:
If adopted the proposed Text Amendment Ordinance will not impact any:

- Existing smoke shop business locations
- Proposed smoke shop business applications in process prior to the date of adoption

Compliance with the Code of Ordinance:
Staff finds that amending the City of North Miami Beach Code of Ordinances Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition term, and to add the Retail smoke shop use to the Uses Permitted Conditionally listed in the B-3, B-4, B-5, MU/TC, MU/EC, and MU/IB Zoning Districts as a Conditional Use is consistent with the existing Code of Ordinances.

Comprehensive Plan Consistency:
The City's Comprehensive Plan and the Florida Statutes establish that a development order and development approved by the City is consistent with the adopted comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of development permitted by such order or approval are compatible with and further the objectives, policies, land uses, and densities or intensities established in the comprehensive plan and land development regulations. The proposed text amendment ordinance is consistent with and furthers the following policies of the North Miami Beach Comprehensive Plan:

Policy 1.6.2
Direct future residential, office and retail growth compatible with an urban downtown environment to the Fulford City Center (MU/TC, Mixed-Use Town Center) and Community Redevelopment Area.

Planning & Zoning Board History
The City's Planning and Zoning Board, as the Local Planning Agency , held a duly noticed public hearing on **July 14, 2025**, and reviewed the proposed amendment for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of **5 to 1 ;**

Recommended City Commission Motion:
Move to approval by finding that the Text Amendment Ordinance (File#24-05) is consistent with the Comprehensive Plan and meet the applicable criteria of the Zoning and Land Development Code.

ORDINANCE NO. 2025-XX

A ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER XXIV ENTITLED "ZONING AND LAND DEVELOPMENT" SECTION 24-22, "DEFINITION" TO MODIFY THE EXISTING DEFINITION TERM "RETAIL USES (GENERAL RETAIL)" AND TO CREATE A NEW DEFINITION TERM "RETAIL SMOKE SHOP" AND CREATE A NEW DEFINITION TERM "DISTANCE SEPARATION MEASUREMENT"; AMENDING ARTICLE V "ZONING USE DISTRICTS" TO ADD "RETAIL SMOKE SHOP" AS A CONDITIONAL USE TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-3 INTENSIVE BUSINESS DISTRICT, B-4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB); PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, Florida Statutes and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, the City Zoning and Land Development Code ("ZLDC") defines and regulates the various uses permitted within each zoning district of the City; and

WHEREAS, the City Comprehensive Plan and ZLDC provide for policies and regulations that address concerns such as aesthetics and compatibility by emphasizing site design, circulation and building form; and

WHEREAS, by focusing zoning regulations on site design, circulation and building form the predictability of development that meets City goals and objectives is increased and the conventional approach to strictly regulating land uses is no longer a practical approach to regulating zoning; and

WHEREAS, the proposed amendment is part of a comprehensive process to modernize and update the ZLDC, and

WHEREAS, the proposed amendment modify existing language and references to the definition term “Retail uses (general retail)” and to add the term “Retail smoke shop” to Section 24-22 of the ZLDC ; and amending Article V "Zoning Use Districts" to streamline and correct permitted and conditional uses to be consistent with the definition, adding “Retail smoke shop” to the Uses Permitted Conditionally listed in the B-3, B-4, B-5, MU/TC, MU/EC, and MU/IB zoning districts as a Conditional Use.

WHEREAS, the City's Planning and Zoning Board, as the Local Planning Agency , held a duly noticed public hearing on **July 14, 2025**, and reviewed the proposed amendment for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of **5 to 1 ;** and

WHEREAS, the Mayor and City Commission find the proposed amendment to be consistent with the North Miami Beach Comprehensive Plan, the ZLDC, and adoption of this Ordinance to be in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA: [1]

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance; all exhibits attached hereto are made a specific part of this Ordinance.

Section 2. Chapter XXIV “Zoning and Land Development,” Article II, entitled “Definitions,” Section 24-22 of the ZLDC is amended to read as follows:

***

ARTICLE II. – DEFINITIONS

***

Sec. 24-22 Definitions.

For the purpose of enforcing and administering this Code, the following words shall have the definitions and meanings herein ascribed (see additional definitions in Article XIII, Signs):

***

[1]/ Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~strikethrough~~.

Retail uses (general retail): Retail stores, involving the sale of merchandise to the end user; may include but not be limited to art supplies; antiques; apparel; bake shops; bicycles; bookstores; cameras; convenience stores; fabric and drapery; flooring; florists; furniture; hardware; groceries; jewelry; leather goods; lighting fixtures; newspapers and magazines; sporting goods; ~~**tobacco shops**~~; toys; and other similar type businesses not enumerated in the same or higher intensity zoning district.

Retail smoke shop: A commercial retail or wholesale establishment fully enclosed primarily engaged in selling tobacco, tobacco products, and accessories for such products. Smoke shop accessories may include but not be limited to e-cigarettes; vaporizers; hookahs; bongs; cigarette papers or wrappers; rolling machines; and other similar paraphernalia not enumerated.

Distance separation measurement: The minimum distance separation requirement shall be measured as a straight line from the main entrance of the proposed establishment to the nearest point of the property line of the neighboring use from which separation is required.

***

Section 3. Chapter XXIV "Zoning and Land Development," Article V "Zoning Use Districts" of the ZLDC is amended to read as follows:

ARTICLE V. – ZONING USE DISTRICTS

***

Sec. 24-53 - B-3 Intensive Business District.

***

(B) *Uses Permitted.*

***

(1) All uses permitted in the B-2 district except for all Conditional Uses as enumerated in Section 24-53 (C).

***

(C) *Uses Permitted Conditionally.*

***

(18) Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools

(preschool, elementary, middle, or secondary), and other smoke shop establishments.

Sec. 24-54 - B-4 Distribution Business and Light Industrial District.

***

(B) *Uses Permitted.*

(1) All uses permitted in the B-3 district except for all Conditional Uses as enumerated in Section 24-54 (C).

***

(C) *Uses Permitted Conditionally.*

***

(18) Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools (preschool, elementary, middle, or secondary), and other smoke shop establishments.

Sec. 24-54.1 - B-5 Distribution Business and Medium Industrial District.

(B) *Uses Permitted.*

(1) All uses permitted in the B-4 district except for all Conditional Uses as enumerated in Section 24-54.1 (C).

***

(C) *Uses Permitted Conditionally.*

***

(15) Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools (preschool, elementary, middle, or secondary), and other smoke shop establishments.

***

Sec. 24-58.1 - Fulford Mixed-Use Town Center District (MU/TC).

***

(G) *Permitted Uses.*

***

(2) Permitted Use Table MU/TC-1 includes the principal uses permitted in the MU/TC along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/TC-1 are not permitted in the MU/TC. The MU/TC shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

Table MU/TC-1

PERMITTED USES IN THE FULFORD MIXED-USE TOWN CENTER (MU/TC) DISTRICT

P=PERMITTED BY RIGHT C = CONDITIONAL USES NP= NOT PERMITTED

	Uses (1)	**Use Areas**		
		Core	**Transition**	**Edge**
Residential				
	Residential, provided that: must be in multi-family context	P	P	P
	Residential, townhouses (per building typology diagram)	P	P	P
Eating and Drinking Establishments				
	Bars and lounges provided that any such use shall not be located	P	P	C

	within 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to § 562.45(2)(a) Florida Statutes).			
	Microbrewery, winery or distillery	P	P	C
	Restaurants including fast food, excluding drive through, including outdoor dining	P	P	C
	Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
General Business				
	Animal hospitals and kennels; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located less than 300 feet from any residential district.	C	C	C
	Animal boarding; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located within three hundred (300') feet of such premises and any residential districts.	C	C	C
	Banks and financial institutions, excluding drive-through.	P	P	NP
	Daycare Center provided use is not on primary street	C	C	C
	Night clubs and discotheques (Ord. No. 2006-1 § 12, 12/21/2006)	C	C	NP
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C	NP
	Surface parking lot as principal use, CRA or City owned and operated only	P	P	C
	Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P	NP
Office				
	Office, business and professional uses.	P	P	P
Retail/Personal Services				
	Personal services uses.	P	P	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P
Retail/Retail Services				
	Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
	Package liquor store: Provided such use is located on primary street	C	C	NP
	Pharmacies	C	C	C
	Retail uses (general retail)	P	P	P
	<u>Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools (preschool, elementary, middle, or secondary), and other smoke shop establishments.</u>	<u>C</u>	<u>C</u>	<u>C</u>
Lodging Accommodations				
	Hotels	C	C	NP
Institutional				

	Museums and art galleries	P	P	P
	Places of public assembly	C	C	C
	Utility facilities, light, public and private	P	P	P
Recreation and Open Space (Private and Public)				
	Game rooms, sports and amusement facilities	P	P	C
	Public parks and playgrounds, plazas, squares	P	P	P
	Urban market gardens	P	P	P
Notes: (1) The MU/TC allows for a conditional use approval for the conversion of existing buildings, or portions of existing buildings, from residential use to office use or retail and service establishment use — subject to the area regulating plan and compatibility with existing adjacent uses.				

Sec. 24-58.2 - Mixed-Use Employment Center District (MU/EC).

***

(G) *Permitted Uses.*

***

(2) Permitted Use Table MU/EC-1 includes the principal uses permitted in the MU/EC along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/EC — 1 are not permitted in the MU/EC. The MU/EC shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district.

Table MU/EC-1

PERMITTED USES IN THE MIXED-USE EMPLOYMENT CENTER (MU/EC) DISTRICT

P= PERMITTED BY RIGHTC = CONDITIONAL USESNP= NOT PERMITTED

	Uses	**Use Areas**		
		Core	**Transition**	**Edge**
Residential				
	Residential multifamily, subject to and conditioned upon site plan review which considers compatible adjacent uses that will not adversely impact residential units.	P	P	P
	Residential, single family	NP	NP	NP
	Residential, townhouses (per building typology diagram)	P	P	P
Eating and Drinking Establishments				
	Bars and lounges provided that any such use shall not be located within five hundred 500 feet of the real property that comprises a public or private elementary school, middle school or secondary school (Pursuant to Section 562.45(2)(a), Florida Statutes).	P	P	NP
	Barbeque restaurants, open air	C	C	NP
	Restaurants including fast food, excluding drive through, including outdoor dining	P	P	NP

	Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
General Business				
	Animal hospitals and kennels; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located less than 300 feet from any residential district.	C	C	C
	Automotive sales and rental uses.	P	P	C
	Automotive service station as defined in Article II	NP	NP	NP
	Blood banks	NP	NP	NP
	Boat sales (no outdoor display). Subject to design standards.	NP	P	NP
	Bonding companies (bail)	C	C	NP
	Daycare center and nurseries	P	P	C
	Driver's license (no road test)	P	P	NP
	Driver's license (with road test)	NP	NP	NP
	Driving schools (with driving)	NP	NP	NP
	Funeral homes, provided any such use shall have a site not less than 15,000 square feet and shall be located at least 300 feet from any residential district.	C	C	NP
	Night clubs and discotheques	C	C	NP
	Pain management clinic, (Ordinance 2011-5; 4/26/2011)	C	C	NP
	Palm readers/fortune tellers/psychics	C	C	NP
	Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C	NP
	Pawn shops	NP	NP	NP
	Plant nurseries	P	P	P
	Recording studios	P	P	NP
	Shooting ranges	NP	NP	NP
	Surface parking lot as principal use, CRA or City owned and operated only	P	P	C
	Vocational schools	P	P	C
	Office			
	Office, business and professional uses.	P	P	P
	Psychiatric and psychological services (drug/alcohol and violent/dangerous behavior, counseling or treatment)	C	C	NP
Retail/Personal Services				
	Personal services uses.	P	P	P
	Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P
Retail/Retail Services				
	Check cashing/Cash advance/Money wire provided such use shall not be located on Biscayne Blvd, SR 826, NE 164th Street, or within two hundred (200') feet of any residential use or zone	P	P	NP

	Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
	Package liquor store	NP	NP	NP
	Pharmacies	C	C	C
	Retail uses (general retail).	P	P	P
	Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools (preschool, elementary, middle, or secondary), and other smoke shop establishments.	C	C	C
Lodging Accommodations				
	Community care facilities as defined in Article II. Only one within 1,000 feet, licensed by DCF, clients either meet the requirements of a community residential home or are at least 60 years of age.	C	C	NP
	Bed and Breakfast Inns	P	P	C
	Hotels and motels, provided minimum site area of 2 acres	P	P	NP
Light Industrial/Warehouse (1)				
	Automotive sales and rental uses. *Including outdoor display in Core area.	P	P	C
	Boats and marine uses.	P	P	C
	Bottling plants	NP	NP	NP
	Building contractor storage yards	NP	NP	NP
	Concrete plants	NP	NP	NP
	Game rooms, sports and amusement facilities.	P	P	C
	Light industrial uses.	P	P	C
	Lumber yards	NP	NP	NP
	Mechanical and automotive equipment sales and service	P	P	C
	Microbrewery, winery or distillery	P	P	P
	Petroleum and gas storage (bulk); provided that any such use shall not be located less than 1,000 feet from any residential use, that all storage tanks shall meet the requirements of the National Board of Fire Underwriters, and the regulations governing installation and use of same by Miami-Dade County, and that any such use shall be approved by the City Commission at a public hearing.	NP	NP	NP
	Salvage yards and automobile crushing operations; provided that any such use shall be entirely surrounded by an 8-foot high solid masonry wall, excepting only exits and entrances, which shall be equipped with solid wooden gates, that no materials shall be piled higher than said perimeter walls, and that any such use shall be approved by the City Commission at a public hearing.	NP	NP	NP
	Warehousing and distribution uses.	P	P	C
	Utility facilities, light, public and private	P	P	C
Institutional				
	Government administration building	P	P	P
	Hospitals and clinics, hospitals are prohibited east of Biscayne Blvd (coastal zone)	P	P	NP

	Libraries	P	P	P
	Museums and art galleries	P	P	P
	Offices — government administrative	P	P	P
	Offices or facilities, quasi-public association and organizations, not-for-profit	P	P	P
	Places of public assembly, 10,000 sf minimum site area, on arterial or collector roadway, located in single, stand-alone building, must meet parking requirements.	P	P	C
	Police and fire stations	P	P	P
	Public facilities, utilities and services: no structure located less than fifty (50) feet from any adjacent residential property.	C	C	C
	Public works facilities	P	P	P
	Social service agencies	P	P	NP
Recreation and Open Space (Private and Public)				
	Cemeteries	NP	NP	NP
	Community gardens	P	P	P
	Marinas (commercial)	NP	NP	NP
	Public parks and playgrounds, plazas, squares	P	P	P
	Urban market gardens	P	P	P

Sec. 24-58.8 - International Boulevard District (MU/IB).

***

(G) *Permitted Uses.*

***

(2) *Permitted Use Table.* Table MU/IB-4 includes the principal uses permitted in the MU/IB along with any required restrictions on such uses, for each of the sub-areas. Principal uses not included in Table MU/IB-4 are not permitted in the MU/IB. The MU/IB shall be subject to the Supplemental Regulations as provided for in Article VIII unless modified herein. Uses which are similar in nature to the uses permitted herein, but not enumerated in higher density use areas, shall be permitted upon a finding by the Community Development Director that the characteristics of, and activities associated with the use are substantially similar to one (1) or more of the listed uses, and will not involve greater impacts than the uses listed in the district and the use will be consistent with the purposes of the applicable zoning district and use areas.

Table MU/IB-4. Permitted Uses in the MU/IB District				
P Permitted by Right	**C Conditional Uses**	**NP Not Permitted**		
Residential		**Core**	**Transition**	**Edge**
Residential, in multi-family context;		P	P	P
Residential, townhouses (per building typology diagram)		P	P	P
Group Homes		P	P	P
Community Residential Home as defined in Article II and with a review process in conformance with Chapter 89-372 FAS		P	P	P
Community care facilities (as defined in Article II), provided that: (a) There is reasonable proximity to bus lines; (b) There is no existing community care facilities within one thousand (1,000) feet; (c) The facility is licensed by DCF; (d) The clients either meet the requirements of a community residential home or at least sixty (60) years of age.		C	C	C
Eating and Drinking Establishments		**Core**	**Transition**	**Edge**
Barbeque restaurants (open air)		C	C	NP
Bars and lounges provided that any such use shall not be located within five hundred (500) feet of the real property		P	P	C

that comprises a public or private elementary school, middle school or secondary school (Pursuant to Section 562.45(2)(a), Florida Statutes).			
Microbrewery, winery or distillery	P	P	C
Restaurants including fast food, excluding drive through, including outdoor dining	P	P	C
Restaurant fast food with drive through provided drive through is inside parking garage	C	C	NP
General Business	**Core**	**Transition**	**Edge**
Animal hospitals and kennels; provided that all activities relating to any such uses are conducted entirely within an air conditioned, soundproofed building and that no such use shall be located less than three hundred (300) feet from any residential district.	C	C	P
Automotive sales and rental uses	C	C	NP
Banks and financial institutions, excluding drive-through.	P	P	NP
Daycare Center and nurseries provided that all outdoor activity areas shall be effectively screened from adjacent residential properties.	P	P	C
Funeral homes	C	C	NP
Movie theaters	P	P	NP
Night clubs and discotheques (Ord. No. 2006-1 § 12, 12/21/2006)	C	C	NP
Parking garages as principal use, provided that parked vehicles shall not be visible from surrounding properties or public street rights-of-way and structure shall be well landscaped.	C	C	NP
Recording studios and radio stations, provided that any such use shall be located entirely within an air conditioned, soundproofed building	P	P	NP
Surface parking lot as principal use, CRA or City-owned and operated only	P	P	C
Veterinary services with no overnight stay.	P	P	C
Vocational schools and trade: Airline, business, cosmetology, secretarial and similar.	P	P	NP
Office	**Core**	**Transition**	**Edge**
Office, business and professional uses	P	P	P
Retail/Personal Services	**Core**	**Transition**	**Edge**
Bonding companies (bail)	C	C	NP

Check cashing/cash advance/money wire; providing such use shall not be located on Biscayne Boulevard, State Road 826, or Northeast 164 Street or within two hundred (200) feet of any residential use or zone;	NP	NP	NP
Drug/alcohol rehabilitation service, including residential detoxification service	C	C	NP
Laundries/self-serve coin operated, provided that no such use be located on Biscayne Boulevard, State Road 826 or N.E. 164 Street, or within two hundred (200) feet of residential use or zone;	NP	NP	NP
Pain management clinic	C	C	NP
Personal Services uses.	P	P	P
Studio schools: Art, dance, music, drama, sculpture and similar instruction	P	P	P
Retail/Retail Services	**Core**	**Transition**	**Edge**
Medical marijuana dispensaries/medical marijuana treatment centers	C	C	C
Package liquor store: Provided that any such use shall not be located within five hundred (500) feet of any other bar, lounge or package liquor store	C	C	NP
Pharmacies	C	C	C
Retail uses (general retail)	P	P	P
Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools (preschool, elementary, middle, or secondary), and other smoke shop establishments.	C	C	C
Social service agencies	C	C	NP
Lodging Accommodations	**Core**	**Transition**	**Edge**
Hotels	C	C	NP
Institutional	**Core**	**Transition**	**Edge**
Museums and art galleries	P	P	P
Places of public assembly	P	P	C
Schools (Public/Private)(K-12)	P	P	P
Utility facilities, light, public and private	P	P	P
Recreation and Open Space (Private and Public)	**Core**	**Transition**	**Edge**
Game rooms, sports and amusement facilities.	P	P	C
Public parks and playgrounds, plazas, squares	P	P	P
Urban market gardens	P	P	P

***

Section 4. It is the intention of the City Commission of the City of North Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

Section 5. If the provisions of this Ordinance conflict with any other ordinance, rule or regulation, the provisions of this Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed.

Section 6. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

Section 7. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. This Ordinance shall become effective immediately upon adoption on second reading.

APPROVED on the first reading this ____ day of _____, 2025.

APPROVED AND ADOPTED on second reading this ____ day of _____ 2025.

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored by:

Miami- Dade County	City of Miami Beach	City of Miami	City of North Miami Beach
MERCHANDISING OF TOBACCO PRODUCTS SECTION 8A-8. – 8A-8.4	*DIVISION 11. TOBACCO/VAPE DEALERS*	*ARTICLE VII. RETAIL HEMP ESTABLISHMENTS AND SMOKE SHOPS*	*PROPOSED SMOKE SHOP USE TEXT AMENDMENT ORDINANCE*
DEFINITION	**DEFINITION**	**DEFINITION**	**DEFINITION**
***Tobacco retailer means** any person or business that operates a store, stand, booth, concession, or other place at which sales of tobacco products are made to purchasers for consumption or use.* ***Tobacco products means** any substance which contains tobacco, including, but not limited to, cigars, chewing tobacco, pellets, film strips, twisted sticks, other forms designed to look like candy, loose tobacco leaves, and products made from tobacco leaves, in whole or in part, and cigarette wrappers, which can be used for smoking, sniffing, or chewing.*	***Retail tobacco products dealer** means the holder of a retail tobacco products dealer permit that is authorized to sell tobacco products.* ***Retail smoking devices dealer** means any retail establishment that sells smoking devices.* ***Retail vape products dealer** means any retail establishment that sells vapor-generating electronic devices and components, parts, and accessories for such products.*	***Smoke shop** shall mean commercial retail sales or wholesale establishments primarily engaged in selling tobacco and/or tobacco products, where 20 percent or more of the tenant floor space of the business is dedicated to any combination of the following activities, or related activities:* *1. Retail sale, offering, and/or furnishing of cigarettes, pipes, and/or electronic cigarette devices and/or the retail sale of related paraphernalia including but not limited to pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, vaporizers, hookahs, and devices for holding burning material; or* *2. Storage, mixing, rolling, display of products including nicotine-enriched solutions or other liquid products that are manufactured for use with vaping or e-cigarettes; or* *3. A retail hemp establishment as defined in this section*	***Retail Smoke shop**:* A commercial retail or wholesale establishment fully enclosed primarily engaged in selling tobacco, tobacco products, and accessories for such products. Smoke shop accessories may include but not be limited to e-cigarettes; vaporizers; hookahs; bongs; cigarette papers or wrappers; rolling machines; and other similar paraphernalia not enumerated.
DISTANCE SEPARATION REQUIREMENT	**DISTANCE SEPARATION REQUIREMENT**	**DISTANCE SEPARATION REQUIREMENT**	**DISTANCE SEPARATION REQUIREMENT**
None	*No tobacco/vape dealer shall be located within **1,200 feet** of another tobacco/vape dealer.* ***500 feet** of any property used as a public or private, elementary, middle, or secondary school.*	***Retail hemp establishments, smoke shops and smoking lounges in the city as a primary use shall be located no closer than one (1) mile from another such use** as measured from property line to property line in a straight line from the nearest point of the subject property to the nearest point of the existing retail hemp establishment, smoke shop, or smoking lounge, inclusive of such locations that may be outside of the city limits.*	**Retail smoke shop; provided that any such use shall not be located within one thousand (1,000') feet of any residential uses, government facilities, hospitals, places of worship, schools(preschool, elementary, middle, or secondary), and other smoke shop establishments.**

SUMMARY	SUMMARY	SUMMARY	SUMMARY
Tobacco sales is permitted by right under the retail use category where goods or services are sold.	Tobacco sales is permitted by right under the retail use category; however distance separation requirements shall be met.	Tobacco sales is permitted by right under the retail use category, however a one (1) mile distance separation requirements shall be met.	The proposed ordinance would allow for all smoke shop establishments (sales of tobacco) to meet the following requirements: 1. Distance separation requirement of 1,000' ft must be met. 2. Conditional Use Approval is required for Smoke Shop Establishments.

Business Impact Estimate

This form shall be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of North Miami Beach website by the time notice of the proposed ordinance is published.

Ordinance Title:

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER XXIV ENTITLED "ZONING AND LAND DEVELOPMENT" SECTION 24-22, "DEFINITION" TO MODIFY THE EXISTING DEFINITION TERM "RETAIL USES (GENERAL RETAIL)" AND TO CREATE A NEW DEFINITION TERM "RETAIL SMOKE SHOP" AND CREATE A NEW DEFINITION TERM "DISTANCE SEPARATION MEASUREMENT"; AMENDING ARTICLE V "ZONING USE DISTRICTS" TO ADD "RETAIL SMOKE SHOP" AS A CONDITIONAL USE TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-3 INTENSIVE BUSINESS DISTRICT, B- 4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB); PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, the City of North Miami Beach is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City of North Miami Beach is providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

The proposed ordinance is:

- ☐ Required for compliance with Federal or State law or regulation
- ☐ Related to the issuance or refinancing of debt
- ☐ Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government
- ☐ An emergency ordinance

☐ Related to procurement

☑ **Enacted to implement the following:**

a. Development orders and development permits as defined in s. 163.3164 and development agreements, as authorized 163.3220 – 163.3243
b. Comprehensive plan amendments or land development regulation amendments initiated by private party application
c. Sections 190.005 and 190.046, Florida Statutes, regarding Community Development Districts
d. Section 553.73, Florida Statutes, relating to the Florida Building Code
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of North Miami Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

   This ordinance proposes amendments to the City's Land Development Code to establish guidelines for the operation of "Retail Smoke Shops" as a Conditional Use. The amendment seeks to define "Retail Smoke Shop" clearly and implement land development regulations, including specific definitions, distance separation requirements, and designated areas for such establishments. The primary goal is to ensure that retail smoke shops operate in compliance with zoning and land use standards, while also addressing public health, safety, and community welfare concerns.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of North Miami Beach, if any:
   a. An estimate of direct compliance costs that businesses may reasonably incur

      None

   b. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible

      None

   c. An estimate of the City of North Miami Beach regulatory costs, including estimated revenues from any new charges or fees to cover such costs

      None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   None

4. Additional information the governing body deems useful (if any):

   Existing grandfathered retail smoke shop businesses with an active Business Tax Receipt (BTR) on file with the City will not need to adhere to the requirements of this text amendment ordinance and provisions unless the business tax on file has expired therefore this ordinance shall be executed effective immediately. Medical marijuana dispensary/medical marijuana treatment centers shall be treated separately from Retail Smoke Shops (Tobacco sales) and shall comply with any required state and/or federal state legislature.

CITY OF NORTH MIAMI BEACH

PUBLIC HEARING NOTICE

The City of North Miami Beach will hold a public hearing on

Monday, September 8, 2025, at 6:00 PM.

City Hall, Commission Chambers, 2nd Floor

17011 NE 19th Avenue

North Miami Beach, FL 33162

The meeting agenda is available online at:

WWW.CITYNMB.COM

Any person requiring special accommodations to access this hearing is asked to advise the city at least 5 days before the hearing by contacting the City Clerk at 305-787-6001.

PUBLIC COMMENTS

Public comments will be accepted by the following means:

By e-mail to

CITYCLERK@CITYNMB.COM

Public comments will be accepted until 4:00 PM on the day of the meeting.

PUBLIC NOTICE is hereby given that the **City of North Miami Beach Mayor & City Commission** shall consider the following public hearing item(s):

The item before the Mayor and City Commission is a request for A Text Amendment Ordinance to amend and update the City's Land Development Code to put forth guidelines for the business use operation "Retail smoke shops" as a Conditional Use.

Submitted by the City of North Miami Beach

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER XXIV ENTITLED "ZONING AND LAND DEVELOPMENT" SECTION 24-22, "DEFINITION" TO MODIFY THE EXISTING DEFINITION TERM "RETAIL USES (GENERAL RETAIL)" AND TO CREATE A NEW DEFINITION TERM "RETAIL SMOKE SHOP" AND CREATE A NEW DEFINITION TERM "DISTANCE SEPARATION MEASUREMENT"; AMENDING ARTICLE V "ZONING USE DISTRICTS" TO ADD "RETAIL SMOKE SHOP" AS A CONDITIONAL USE TO THE PERMITTED AND CONDITIONAL USES LISTED IN THE B-3 INTENSIVE BUSINESS DISTRICT, B-4 DISTRIBUTION BUSINESS DISTRICT, B-5 DISTRIBUTION BUSINESS AND MEDIUM INDUSTRIAL DISTRICT, FULFORD MIXED-USE TOWN CENTER DISTRICT (MU/TC), MIXED-USE EMPLOYMENT CENTER DISTRICT (MU/EC), AND INTERNATIONAL BOULEVARD DISTRICT (MU/IB); PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding any of these items, feel free to contact the Community Development Department at 305-948-2966 or nmbcomdev@citynmb.com located at 17050 NE 19th Avenue, North Miami Beach, Florida 33162-3194, Monday through Friday 8:00 AM - 5:00 PM.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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.

LOBBYING ACTIVITIES

In accordance with Section 2-161 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities.

Legislation
11.4.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-139 Approving a Purchase Order for the Purchase of One Vacuum Truck with Rechtien International Trucks Inc. (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

August 4, 2025

CITY COMMISSION

STAFF REPORT

DEPARTMENT:

NMB Water

STAFF REPORT

SUBJECT:

Motion to Approve and Authorize the Purchase Agreement with Rechtien International Trucks, Inc. for a Vac-Con Truck for the Wastewater Collection Division, in an Amount Not to Exceed $533,368.00, Utilizing Florida Sheriffs Association Contract #FSA23-VEH21.0.

CITY MANAGER RECOMMENDATION:

The Interim City Manager recommends approval and authorization of the Purchase Agreement with Rechtien International Trucks, Inc. for the acquisition of one Vac-Con truck for the Wastewater Collection Division of NMB Water, in an amount not to exceed $533,368.00. The purchase will be made utilizing Florida Sheriffs Association Contract #FSA23-VEH21.0 for Heavy Trucks and Equipment, which meets the requirements of Section 3-3.14 of the City Code. This section permits the City to procure goods and services through contracts awarded by other governmental entities. The contract term of October 1, 2025 through September 30, 2025. A new contract is being solicited and will be awarded October 1, 2025.

BACKGROUND OF ITEM:

Vac-Con trucks are essential for maintaining the City's wastewater infrastructure, performing critical functions such as sewer line cleaning, debris removal, and emergency response to blockages and overflows. One of the existing trucks in the fleet is fifteen years old and has experienced frequent mechanical failures, resulting in increased repair costs, and reduced operational reliability.

Rechtien International Trucks, Inc. was selected in accordance with the City's procurement policies and procedures. The vendor has demonstrated the ability to meet the technical specifications and delivery requirements for the new Vac-Con unit. The proposed purchase aligns with the City's Strategic Plan to promote a financially sound government -and ensure efficient service delivery through proactive infrastructure maintenance.

Funding for this purchase is available in the approved FY25 Wastewater Renewal & Replacement Projects account (450910-535466). Staff has initiated an internal budget transfer to allocate funds into the appropriate expense account (450910-535640). No additional budget allocation is required.

The negotiated price of $533,368.00 is deemed fair and reasonable by staff and reflects current market conditions for specialized wastewater maintenance equipment.

ANALYSIS:

Rechtien International Trucks, Inc. has provided a quote for a new Vac-Con truck meeting all required specifications for the Wastewater Collection Division. The new unit will replace the outdated vehicle currently in service and provide improved reliability, performance, and safety features. The purchase aligns with the City's Strategic Plan to promote a financially sound government and support a high-performing organization committed to efficient service delivery and infrastructure maintenance.

The vendor has been vetted in accordance with the City's procurement policies and has demonstrated the ability to meet both the technical and delivery requirements for the vehicle.

FISCAL IMPACT:

Total Not to Exceed: **$533,368.00**Budget Line Item: **450910-535640 (Improvements other than Building)**

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
450910-533640	0.00	0.00	$533,368.00	$533,368.00	0.00

ALTERNATIVES

1. **Approve the purchase** – This will allow for the timely replacement of the aging truck and ensure continued reliable operation of the Wastewater Collection Division.
2. **Do not approve the purchase** – This would result in continued reliance on an unreliable vehicle, leading to increased maintenance costs, operational disruptions, and reduced service efficiency.
3. **Defer the decision** – Delaying the purchase may impact service delivery and increase the risk of equipment failure.

ATTACHMENTS:

- Vehicle Purchase Request Form
- Memo of Justification
- FSA23-VEH21.0-Extension Packet
- FSA23-VEH21.0-Extension Amendment
- Vendor Quote – Rechtien Int'l Trucks

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH RECHTIEN INTERNATIONAL TRUCKS, INC. FOR THE PURCHASE OF ONE VACUUM TRUCK; IN AN AMOUNT NOT TO EXCEED $533,368; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 166, *Florida Statutes* and Section 1.4 of the Charter of the City of North Miami Beach ("City"), the City shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law; and

WHEREAS, Florida Sheriffs Association ("FSA") awarded Contract FSA23-VEH21.0 Heavy Trucks and Buses to Rechtien International Trucks, Inc. ("Rechtien") for a two-year term effective October 1, 2023, through September 30, 2025 ("Piggyback Contract"); and

WHEREAS, the NMB Water Department requires $533,368 for the purchase of one (1) vacuum truck to support its daily operations, which include safely removing debris, sediment, and blockages from water and sewer infrastructure, performing non-destructive excavation around utilities, and supporting both emergency and preventative maintenance operations; and

WHEREAS, Rechtien International Trucks, Inc., a Florida-based dealer, will provide the vacuum truck and offers sales and service for trucks and related equipment; and

WHEREAS, the City shall purchase from Rechtien International Trucks, Inc. through the FSA agreement, in accordance with the terms, conditions and pricing of the agreement; and

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditure above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute an agreement in an estimated budgeted amount not to exceed $533,368, for the purchase of one vacuum truck; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the City Manager or designee to execute an agreement with Rechtien International Trucks, Inc., in an estimated budgeted amount not to exceed $533,368, for the purchase of one vacuum truck.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The Agreement with Rechtien International Trucks, Inc., in substantially the form attached as Exhibit "A," for an estimated budgeted amount not to exceed $533,368, for the purchase of one vacuum truck to support daily operations, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **16th day of September 2025**.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

City of North Miami Beach

EXHIBIT A *PROCUREMENT MANAGEMENT DEPARTMENT*

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____
_____
Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____

   a. Awarding Agency _____ **b.** Solicitation #_____

   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑

2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: $ _____
4. Account Number(s): FY _____ _____ FY _____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter ❑ Proposal/Quote ❑

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	for HN Pedro Melo _____	6/30/2025
Finance Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

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6/30/2025

Rechtien INTERNATIONAL TRUCKS

Rechtien International Trucks, Inc

FLORIDA SHERIFF'S ASSOCIATION Contract FSA23-VEH21.0.0

Customer: **CITY OF NORTH MIAMI BEACH**
ATTN: JOSE TELLEZ
Item # : 61
Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR Cab & Chassis Truck 4X6
Contract # : FSA23-VEH21.0, Heavy Trucks

Interior Color Viny; Darkest Available
Exterior Color White

Specification: 61 **Region:** Southern		**Quanti**	**Unit Cost**	**extended**
Base Price:		1	$ 122,280.00	$122,280.00
Contract Options:				
HV6073	**CREDIT WITH HV607OR HV507 CUMMINS L9 370 HP**	1	-$7,175.00	-$7,175.00
1GBP	Frame Reinforcement Outer C Channel	1	$ 1,624.00	$ 1,624.00
1WDT	Frame Extension Front	1	$ 483.00	$ 483.00
2ARY	Axle Front Non-Driving 20,000 LB	1	$ 1,577.00	$ 1,577.00
4EBT	Air Dryer	1	$ 368.00	$ 368.00
4722	Drain Valve Automatic	1	$ 116.00	$ 116.00
5PTB	Steering Gear (2) Dual Power	1	$ 811.00	$ 811.00
5708	Steering Wheel Tilting	1	$ 88.00	$ 88.00
7BLW	Exhaust System Horizontal with Vertical Tail Pipe	1	$ 847.00	$ 847.00
8HAA	Body Builder Wiring to End of Frame	1	$ 229.00	$ 229.00
8RPS	Radio AM/FM	1	$ 338.00	$ 338.00
8TKJ	Stop, Turn, Tail & B/U Lights LED	1	$ 338.00	$ 338.00
13BCS	Transmission Automatic Allison 3000 RDS	1	$ 7,326.00	$ 7,326.00
13WAW	Oil Cooler Auto Transmission	1	$ 629.00	$ 629.00
14UHK	Suspension Rear Tandem 46,000 LB	1	$ 2,800.00	$ 2,800.00
15SJR	Fuel Tank Non Polished Aluminum 100 Gallon	1	$ 242.00	$ 242.00
27DBA	Wheels Front 22.5X12.25 Extra Polish Aluminum	1	$ 739.00	$ 739.00
7752669068	425/65R22.5 Tires	1	$ 103.00	$ 103.00
Safety	Triangles & Fire Ext	1	$ 233.00	$ 233.00
Non-Contract Options:				
8XHN	Horn Air	1	$ 75.00	$ 75.00
8XHD	Battery Disconnect Switch	1	$ 317.00	$ 317.00
40YYT	Serv Contract Cummins Eng & After 36months /100,000 Miles	1	$ 1,390.00	$ 1,390.00
40RBG	Services Towing 24 Months / Unlimitted Miles	1	$ 840.00	$ 840.00
VAC CON	Vac Con Model VPD3615LHAEN/1500	1	$ 396,750.00	$ 396,750.00
				$ -
Total:			$ 533,368.00	$ 533,368.00
	****Florida Waste Tire Fee**		$ 1.00	$ -
	****Florida Waste Battery Fee**		$ 1.50	$ -
Total Purchase Order Amount:			**$ 533,368.00**	**$ 533,368.00**

Cab Color: WHITE
Body Color:

**included in base price

6/30/2025

Prepared By:
Raul Arellano
Rechtien International Trucks, Inc.
7227 NW 74 AVE
Miami, Fl. 33166
office - 305-888-0111
fax - 305-885-9230
cell - 305-793-5411
email - rarellano@rechtien.com

Prepared For:
City of North Miami Beac
Jose Tellez
P.o. Box 60,000m
North Miami Beach, FL 33160-1076
(305)787 - 6002

Presented By:
RECHTIEN INTERNATIONAL TRUCKS, INC.
Raul Arellano
7227 N W 74TH AVE
MIAMI FL 33166 -
(800)654-2383

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 68000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 15.20% / 1.85% @ 55 MPH
DIMENSION:	Wheelbase: 258.00, CA: 183.00, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV50700	Base Chassis, Model HV507 SFA with 258.00 Wheelbase, 183.00 CA, and 96.00 Axle to Frame.	5957/3683	9640
AXLE CONFIGURATION			
1AND	AXLE CONFIGURATION 6x4	200/-18	182
ENGINE			
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	561/3	564
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
12VBC	AIR CLEANER Single Element	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	2/0	2
TRANSMISSION			
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	230/53	283
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS			
14HRB	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 4.89	0/2586	2586
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings	0/1193	1193
FRONT AXLES			
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	186/0	186
FRONT SUSPENSIONS			

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers	224/0	224
3708	SHOCK ABSORBERS, FRONT	45/0	45
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	0/0	0
16KDB	SEAT, PASSENGER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust	66/18	84
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
FRAMES			
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	97/430	527

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	457/765	1222
1LLK	BUMPER, FRONT Omit Item	-84/9	-75
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement	158/-12	146
1WGC	WHEELBASE RANGE 228" (580cm) Through and Including 270" (685cm)	357/-357	0
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/20	20
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type	0/60	60
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4EBT	AIR DRYER {Bendix AD-IP} with Heater	16/11	27
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	16/5	21
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-22/41	19

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	2/0	2
STEERING			
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	100/-4	96
5708	STEERING COLUMN Tilting	14/1	15
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
DRIVELINES			
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4	5/33	38
EXHAUST SYSTEMS			
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	142/34	176
7BEU	AFTERTREATMENT COVER Aluminum	9/2	11
7WDM	EXHAUST HEIGHT 10'	19/8	27
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	17/8	25
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	2/0	2
7WBA	TAIL PIPE (1) Turnback Type, Bright	7/2	9
ELECTRICAL SYSTEMS			
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8VUV	BATTERY BOX Omit, Batteries to be Mounted Temporarily, Body Builder to Supply Battery Box	0/0	0
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box	2/0	2

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	33/20	53
8TVX	BEACON LIGHT WIRING Customer Furnished Bracket & Beacon, with Pigtail at Exterior Rearview Mirrors, with 8" of Extra Wire, Includes Wiring & Dash Mounted Switch with 25 Amp Circuit Breaker	0/0	0
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9
8TKJ	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes License Plate Light	0/2	2
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

FRONT END

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
9585	FENDER EXTENSIONS Rubber	6/0	6
9HBM	GRILLE Stationary, Chrome	0/0	0
9ANG	HOOD, HATCH (01) for Servicing	5/0	5
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
FUEL TANKS			
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab	48/23	71
15WTM	AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank	0/0	0
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	15/2	17
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	14/0	14
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-2/-3	-5
WHEELS, TIRES - FRONT			
27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position	112/0	112
WHEELS, TIRES - REAR			

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
28DWR	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-272	-272
7372135425	(8) TIRE, REAR 11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/56	56
BODY INTEGRATION			
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	0/0	0
	Services Section:		
WARRANTY			
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40RBG	SERVICES, TOWING Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident	0/0	0
40YYT	SRV CONT, EXT CUMMINS ENGINE To 36-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1	0/0	0
	Total Component Weight:	**9130/8552** (lbs)	**17682** (lbs)
1	Southern Sewer VPD3615LHAEN/1500	0/0	0
	Total Body Allied:	**0/0** (lbs)	**0** (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Florida Sheriffs Assocation Cooperative Purchasing Program Options

Bidder : **Rechtien International Trucks, Inc.**
Item make & Model: **International HX613 Truck 6 x 4**
Item Number: **61**

Mfg. Order Code	Price	Description	Factory or Vendor Installed?	Factory Invoice / MSRP Discount %	Cost-Plus Markup % (vendor-installed)
HV6071	(11,200)	CREDIT - HV 607 with Cummins L9 300 HP engine	Factory Installed	30%	
HV6072	(10,500)	CREDIT - HV 607 with Cummins L9 330 HP engine	Factory Installed	30%	
HV6073	(8,050)	CREDIT - HV 607 with Cummins L9 350 HP engine	Factory Installed	30%	
HV6074	(7,175)	CREDIT - HV 607 with Cummins L9 370 HP engine	Factory Installed	30%	
0001CAG	236	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm)	Factory Installed	30%	
0001CAJ	466	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm)	Factory Installed	30%	
0001CAW	1,051	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm)	Factory Installed	30%	
0001CGE	1,540	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm)	Factory Installed	30%	
0001GBP	1,624	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312	Factory Installed	30%	
0001GTA	123	REINFORCEMENT, PINTLE HOOK Ahead of Rear Crossmember for Pintle Hook	Factory Installed	30%	
0001LZD	328	BUMPER, FRONT Swept Back, Aluminum, Stainless Steel Clad, Heavy Duty	Factory Installed	30%	
0001MDP	253	BUMPER, FRONT Contoured, Stainless Steel, Polished	Factory Installed	30%	
001WMA	300	CROSSMEMBER, INTERMEDIATE (1) 5-Piece in lieu of Each Single Dogbone with 4x2 & 4x4 Chassis; Each Double Dogbone with 6x4, 6x6 & 8x6 Tridem Chassis	Factory Installed	30%	
0001SAL	81	CROSSMEMBER, REAR, AF (1)	Factory Installed	30%	
0001SAM	159	CROSSMEMBER, REAR, AF (2)	Factory Installed	30%	
0001UAM	487	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	Factory Installed	30%	
0001UAN	557	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille, with Outer "C" Channel Reinforcement	Factory Installed	30%	
0001VAX	263	TOW PIN, FRONT (2)	Factory Installed	30%	
0001WDR	281	FRAME EXTENSION, FRONT Bolt On Type; 20" In Front of Grille, without Crossmember	Factory Installed	30%	
0001WDS	413	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	Factory Installed	30%	
0001WDT	483	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer "C" Channel Reinforcement	Factory Installed	30%	
0001WDU	109	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	Factory Installed	30%	
0001WHL	787	WHEELBASE RANGE 148" (495cm) Through and Including 264" (670cm)	Factory Installed	30%	
0001WRB	137	TOW HOOK, FRONT (2) Outside Rail, Frame Mounted, Includes Spacers to Clear Bumper Access Holes	Factory Installed	30%	
1580	286	TOW LOOP, REAR Heavy Duty	Factory Installed	30%	
1586	433	TOW LOOP, FRONT	Factory Installed	30%	
0002ARU	1,349	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	Factory Installed	30%	
0002ARV	490	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	Factory Installed	30%	
0002ARY	1,577	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	Factory Installed	30%	
0002ARZ	1,481	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	Factory Installed	30%	
0002ATB	1,688	AXLE, FRONT NON-DRIVING {Meritor MFS-22-133A} Wide Track, I-Beam Type, 22,000-lb Capacity	Factory Installed	30%	
0003ADD	232	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	Factory Installed	30%	
0003ADE	198	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	Factory Installed	30%	
0003ADG	315	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	Factory Installed	30%	
0003AGA	507	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	Factory Installed	30%	
0003AHL	661	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 22,000-lb Capacity, Steel Springs 20K Capacity	Factory Installed	30%	
3708	186	SHOCK ABSORBERS, FRONT	Factory Installed	30%	
0004AZS	1,347	AIR BRAKE ABS {Bendix ABS,with Electronic Stability 4-Channel; 4 Sensor/4 Modulator)Automatic Traction Control	Factory Installed	30%	

Florida Sheriffs Assocation Cooperative Purchasing Program Options

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Mfg. Order Code	Price	Description	Factory or Vendor Installed?	Factory Invoice / MSRP Discount %	Cost-Plus Markup % (vendor-installed)
0004AZY	1,826	AIR BRAKE ABS {Bendix ABS} with Electronic Stability (6-Channel; 6 Sensor/6 Modulator) Automatic Traction Control	Factory Installed	30%	
0004EBT	368	AIR DRYER {Bendix AD-IP} with Heater	Factory Installed	30%	
0004EVP	318	BRAKE CHAMBERS, REAR AXLE {MGM MJS3024ET} 30/24 Piston Spring Brake	Factory Installed	30%	
0004EXT	101	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 36/36 Spring Brake	Factory Installed	30%	
0004JDC	109	AIR DRYER LOCATION Mounted Outside Left Rail, Back of Cab	Factory Installed	30%	
0004WZJ	202	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	Factory Installed	30%	
4619	379	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	Factory Installed	30%	
4722	116	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	Factory Installed	30%	
0005CBE	165	STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped	Factory Installed	30%	
0005PTB	811	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	Factory Installed	30%	
5708	88	Titing	Factory Installed	30%	
5710	324	Tilting and Telescoping	Factory Installed	30%	
0006DGU	369	DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	Factory Installed	30%	
0006DGX	506	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	Factory Installed	30%	
0007SDK	832	Jake Brake by Jacobs; for A26 Engines, with Selector Switch and On/Off Switch	Factory Installed	30%	
0007BLX	2,392	EXHAUST SYSTEM Single, Vertical Aftertreatment Device, Frame Mounted Right Side Back of Cab	Factory Installed	30%	
0007BMB	882	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Right Side Under Cab, Single Vertical Tail Pipe	Factory Installed	30%	
0007BLW	847	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	Factory Installed	30%	
0008GHK	610	ALTERNATOR {Delco Remy 40SI} Brushless, 12 Volt 240 Amp. Capacity, Pad Mount, with Remote Voltage Sensor	Factory Installed	30%	
0008GHU	177	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt 200 Amp. Capacity, Pad Mount, with Remote Voltage Sensor	Factory Installed	30%	
0008GWY	802	ALTERNATOR {Leece-Neville 14931PAH} Brush Type, 12 Volt 320 Amp. Capacity, Pad Mount	Factory Installed	30%	
0008HAA	229	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits,	Factory Installed	30%	
0008HAG	254	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn	Factory Installed	30%	
0008HAH	254	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn	Factory Installed	30%	
0008HXT	289	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	Factory Installed	30%	
0008MJU	125	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	Factory Installed	30%	
0008MSH	222	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud	Factory Installed	30%	
0008RLZ	174	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp; Battery Box Mounted, Disconnects Cab Power	Factory Installed	30%	
0008RPS	338	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	Factory Installed	30%	
0008RPT	258	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	Factory Installed	30%	
0008TRG	2,503	COLLISION MITIGATION SYSTEM {Bendix Wingman Fusion} Adaptive Cruise, Enhanced Collision Mitigation, Multilane Auto & Stat Vehicle Braking, Stat Obj Alert, Roadway Depart Alert & Braking, Lane Depart Warning Switch & Spkrs, Ovrspd Alert & Action, Frt Radar & Camera, Drvr Display, Safety Direct Capable, Less Safety Direct Cable	Factory Installed	30%	
0008TKJ	338	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, w	Factory Installed	30%	
0008TMG	307	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop	Factory Installed	30%	
0008TPB	938	DATA RECORDER Less Display	Factory Installed	30%	
0008TPS	175	STOP, TURN, TAIL & B/U LIGHTS {Weldon} LED Multi-Function Lamp, Mounted Inside Rails,	Factory Installed	30%	
0008VTR	398	BATTERY BOX Aluminum, with Plastic Cover, 2-4 Battery Capacity, Left Side , 35" Back of Cab	Factory Installed	30%	

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0008VUM	287	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	Factory Installed	30%	
0008WBW	118	JUMP START STUD Remote Mounted	Factory Installed	30%	
0008WDG	148	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	Factory Installed	30%	
0008WEL	147	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity,Left Side 26" Back of Cab	Factory Installed	30%	
0008WJV	152	BATTERY DISCONNECT SWITCH {Joseph Pollak} for Cab Power Disconnect Switch; Lever Operated,	Factory Installed	30%	
0008WPZ	29	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	Factory Installed	30%	
0008XJH	193	FOG LIGHTS (2) Clear Lens, LED, Rectangular, with White Light Source	Factory Installed	30%	
8899	150	JUMP START STUD (2) Remote Mounted	Factory Installed	30%	
0009ANG	311	HOOD, HATCH (01) for Servicing	Factory Installed	30%	
0009WAC	92	BUG SCREEN Mounted Behind Grille	Factory Installed	30%	
0009WBR	145	FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood, Sloped Front	Factory Installed	30%	
0009WBT	141	Grill Ember Screen	Factory Installed	30%	
0010WWP	104	MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension, for Tire Size 425/445	Factory Installed	30%	
10771	490	PAINT CLASS Single Custom Color	Factory Installed	30%	
0012BEW	599	ENGINE, DIESEL {International A26} EPA 2021, 430HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM	Factory Installed	30%	
0012BEX	965	ENGINE, DIESEL {International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM	Factory Installed	30%	
0012BEY	1,175	ENGINE, DIESEL {International A26} EPA 2021, 475HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM	Factory Installed	30%	
0012WPX	287	OIL PAN Rust Protected (Resistive Coating), For N13/A26 Engines	Factory Installed	30%	
0012WYK	481	ENGINE WATER COOLER {Sen-Dure} Auxiliary, For Use with Fire Trucks	Factory Installed	30%	
12850	180	PTO EFFECTS, ENGINE FRONT for N13/A26 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted	Factory Installed	30%	
0013BDY	17,746	TRANSMISSION, AUTOMATIC {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed	Factory Installed	30%	
0013BEK	19,988	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed	Factory Installed	30%	
0013BCS	7,326	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed	Factory Installed	30%	
0013GHX	3,065	TRANSMISSION, MANUAL {Fuller RTO(F)-16908LL} 10-Speed Manual, Overdrive, Double-Lo, Air Shift	Factory Installed	30%	
0013GKA	14,102	{Eaton Endurant XD EXD-16F118D} 18-Speed Fully Automated Manual, Overdrive,	Factory Installed	30%	
0013WAW	629	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	Factory Installed	30%	
0013WCT	2,378	OIL COOLER, AUTO TRANSMISSION {Champ} Remote Mounted	Factory Installed	30%	
0013WDM	6,828	HYDRAULIC RETARDER For Allison 4000 Series Transmission	Factory Installed	30%	
13607	8,067	TRANSMISSION, AUXILIARY {Fuller AT-1202} 2-Speed with Air Shift Controls	Factory Installed	30%	
0014GRD	8,468	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends	Factory Installed	30%	
0014GTW	15,721	AXLE, REAR, TANDEM {Meritor RT-52-185P} 52,000-lb Capacity, , Driver Controlled Diff locks in Rear-Rear Axle	Factory Installed	30%	
0014GVN	6,259	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} , 40,000-lb Capacity, Driver Controlled Diff locks Forward & Rear	Factory Installed	30%	
0014HRE	10,240	AXLE, REAR, TANDEM {Meritor RT-46-164P46,000-lb Capacity, Driver Controlled Diff locks in Forward & Rear Axle	Factory Installed	30%	
0014UHK	2,800	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing	Factory Installed	30%	
0014ULT	3,541	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing	Factory Installed	30%	
0014ULU	3,457	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing,	Factory Installed	30%	
0014UMV	3,387	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54"	Factory Installed	30%	

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0014UMX	4,201	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54"	Factory Installed	30%	
0014UNT	1,773	SUSPENSION, REAR, AIR, TANDEM {International} Ride Optimized Suspension (IROS) Heavy Duty, 40,000-lb Capacity	Factory Installed	30%	
0014UNX	5,017	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing	Factory Installed	30%	
0014UZB	5,396	SUSPENSION, REAR, TANDEM {Chalmers 854-46H-HS} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing	Factory Installed	30%	
0014UZR	4,985	SUSPENSION, REAR, TANDEM {Chalmers 854-40L-HS} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing	Factory Installed	30%	
0014WBS	650	TRANSVERSE TORQUE RODS with Hendrickson Suspensions	Factory Installed	30%	
0014WBV	615	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	Factory Installed	30%	
0014WLM	7,965	AXLE, PUSHER, LIFT TYPE {Watson & Chalin AL-2200} 20,000-lb Capacity, One Non-Steer Axle	Factory Installed	30%	
0015DYZ	517	FUEL TANK (2) Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal Left Side; 70 US Gal) Right Side	Factory Installed	30%	
0015LKX	295	FUEL/WATER SEPARATOR {Davco Fuel Pro 382} Electric Pre-Heater, Coolant Heated, Includes Water-in-Fuel Sensor	Factory Installed	30%	
0015SJR	242	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab	Factory Installed	30%	
0016CAB	5,093	CAB Conventional, Extended	Factory Installed	30%	
0016GED	248	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	Factory Installed	30%	
0016GEG	342	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis,	Factory Installed	30%	
0016HCK	354	SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab	Factory Installed	30%	
0016JAJ	1,210	SEAT, PASSENGER {H.O. Bostrom Tanker 450} for SCBA with SecureAll Locking System, Non-Suspension, High Back, Vinyl, EMERGENCY ONLY	Factory Installed	30%	
0016LJS	153	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjust, Dual Shocks	Factory Installed	30%	
0016KAY	740	SEAT, REAR {National} BENCH; Full Width; Cloth, with Fixed Mid Back	Factory Installed	30%	
0016PJW	315	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage	Factory Installed	30%	
0016RPV	356	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated,	Factory Installed	30%	
0016SDC	165	GRAB HANDLE (2) Chrome Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right,	Factory Installed	30%	
0016SMV	686	SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Mid Back	Factory Installed	30%	
0016SNR	467	MIRRORS (2) C-Loop, Power Adjust, Heated, , Bright Heads , 7.5" x 14" Includes 7.5" x 7" Convex Mirrors	Factory Installed	30%	
0016SNV	491	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, 6.5" x 14" Includes 6.5" x 6" Convex Mirrors	Factory Installed	30%	
0016VKM	524	CAB INTERIOR TRIM Diamond, for Crew Cab	Factory Installed	30%	
0016VVA	902	MONITOR, TIRE PRESSURE {SmarTire} System gives Warning that Tire Pressure is below Set Pressure,	Factory Installed	30%	
0016WJU	257	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	Factory Installed	30%	
0016WJV	606	WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Down Feature	Factory Installed	30%	
0016WSL	149	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.	Factory Installed	30%	
0016XWE	650	SUNSHADE, EXTERIOR Bright Finish; Includes Integral Clearance/Marker Lights	Factory Installed	30%	
16196	8,564	CAB Conventional 6-Man Crew Cab	Factory Installed	30%	
0027DBA	739	Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted,	Factory Installed	30%	
0027DUL	186	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole	Factory Installed	30%	
0027DUM	735	WHEELS, FRONT {Accuride 29806} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole,	Factory Installed	30%	

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0027DUP	48	WHEELS, FRONT {Accuride 50409} DISC; 24.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 1	Factory Installed	30%	
0027DVN	393	WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum,	Factory Installed	30%	
0028DUL	391	WHEELS, REAR {Accuride 29300} DUAL DISC: 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole	Factory Installed	30%	
0028DPR	237	WHEELS, REAR (Accuride 28827} DUAL DISC; 24.5x8.25 Rims, Powder Coat Steel, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	Factory Installed	30%	
0028DVN	804	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum,	Factory Installed	30%	
0029AAA	155	WHEEL BRAND, FRONT {Alcoa} Aluminum Disc Front Wheels	Factory Installed	30%	
0029ACD	17	TIRE VALVE CAP Flo-Thru Design	Factory Installed	30%	
0029ADX	148	HUB BRAND, FRONT {ConMet} Steel Front Hubs, with Pre-Adjusted Bearings In Lieu of Standard Source Steel Hubs	Factory Installed	30%	
29007	588	TIRE, SPARE Equal to Model Standard	Factory Installed	30%	
29597	53	WHEEL SEALS, REAR {Stemco Voyager} Oil Lubricated Wheel Bearings	Factory Installed	30%	
29598	41	WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals	Factory Installed	30%	
7792545437	254	315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	Factory Installed	30%	
7372135425	136	11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	Factory Installed	30%	
0060AAA	483	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs,	Factory Installed	30%	
Rescue	6,995	Ambulance matrix	Factory Installed	30%	
MARKET ADJ	-	Body and accessories market adjustments due to material surcharges	Dealer Installed		
Published HV Options Vendor Installed					
SAFETY	233	Triangles and 5 pound Fire Ext	Dealer Installed		0%
MUDFLAPS	186	Mudflaps	Dealer Installed		0%
TEMPTAG	53	Temp Tag	Dealer Installed		0%
TRANSFERTAG	212	Transfer Tag	Dealer Installed		0%
NEWTAG	313	New Tag	Dealer Installed		0%
TB24	609	24X18X18 steel tool box	Vendor Installed		5%
TB36	778	36X18X18 steel tool box	Vendor Installed		5%
TB48	1,005	48X18X18 steel tool box	Vendor Installed		5%
13.2LIFT-S	15,435	13.2K Steerable Lift Axle includes In Cab Controls, wheels and tires	Vendor Installed		5%
20KLIFT-R	12,420	20K Ridgid Lift Axle includes In Cab Controls, wheels and tires	Vendor Installed		5%
ROLL-OFF60K	75,062	GalFab Roll-Off Hoist System inc Elec Tarp, Steel Fenders, In Cab & Outside Controls, Tool Box, 60K Cap or equal	Vendor Installed		5%
RL25YD	159,345	Leech 2R3 25 yard Rear Loader or equal	Vendor Installed		2%
STROBE	1,905	4 Corner LED Strobe Lights includes switch	Vendor Installed		5%
BUC	1,587	Dealer installed Rear view Back Up Camera w/ 3.5" color monitor	Vendor Installed		5%
1412DUMP	29,494	14' Dump Body 14 Yard, Inc Air Tail Gate, Elec Tarp and PTO Pump.	Vendor Installed		5%
1618DUMP	31,916	16' Dump Body 18 Yard, Inc Air Tail Gate, Elec Tarp and PTO Pump	Vendor Installed		5%
HDPOLY4K	100,377	HD Poly Water Tank 4035 gallon Baffled, 4 Sprays, 650GPM Pump	Vendor Installed		5%
24FB	22,301	24' Steel 7ga smooth Flat Bed, no sides	Vendor Installed		5%
26FB	24,099	26' Steel 7ga smooth Flat Bed, no sides	Vendor Installed		5%
HIGHLIFT	2,930	High Lift Tail Gate Option for Dump Body	Vendor Installed		5%
HARDOXFL	9,204	Hardox Steel Option for Dump Body	Vendor Installed		5%
VACCHASSIS	10,505	Sewer Vac Chassis prep package.	Vendor Installed		5%
TOWPKG	2,037	Pintle hook plus Air Glad Hand Connections & 7 Way Electric Plug	Vendor Installed		5%
DBV	1,429	Dump body vibrator	Vendor Installed		5%
AL1	162,626	Petersen Atlas AL1 includes 40 yard HARDOX body	Vendor Installed		2%

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Carlos Correa

Signature:

Carlos Correa Digitally signed by Carlos Correa Date: 2024.04.12 14:08:50 -04'00'

Awarded Vendor Company Name:

Rechtien International Trucks

Date:

4/12/24

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Notice of Final Award
FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 61, International, HV, 613

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$121,775.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$120,750.00	Build	Options
Central	Primary	Sun State International Trucks	$120,712.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	$120,750.00	Build	Options
Southern	Primary	Rechtien International Trucks	$122,280.00	Build	Options

Legislation
11.5.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Ricardo Castillo, Chief Information Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-140 Information Technologies (IT) Master Purchase (Ricardo Castillo, Chief Information Officer)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: September 8, 2025
Resolution No.: 2025-XX
To: Mayor and City Commission
From: Andrew Plotkin, Interim City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Agenda Title: Resolution Approving Purchase Orders for Master IT Operations

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Background

The City of North Miami Beach is eligible to utilize negotiated and approved purchasing contracts with the Florida Department of Management Services, U.S. General Service Administration, The Interlocal Purchasing System (TIPS) and multiple cooperative purchasing outlets like Omnia Partners, National Association of State Procurement Officials (NASPO) and National Cooperative Purchasing Alliance (NCPA).

The Information Technology Department oversees and manages all aspects of the City's technology infrastructure and operations. This includes the administration of software licensing, hardware acquisition and deployment, and comprehensive maintenance services. IT ensures that day-to-day operational needs are met Citywide, supporting every department—including the North Miami Beach Department—as well as offsite facilities. Through centralized management, the department safeguards system integrity, ensures compliance, and delivers reliable technology solutions that enable staff to perform efficiently and effectively across all locations.

The Procurement Management Department has strategically identified and leveraged multiple contracts executed by the entities referenced herein to ensure both **continued cost savings** and **consistent availability of goods and services**. By consolidating purchasing power and aligning with competitively awarded agreements, the department not only reduces overall expenditures but also safeguards uninterrupted access to essential resources necessary to support City operations.

Recommendation

The City Manager, Information Technology Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute Piggyback contracts with multiple vendors in a not to exceed amount in accordance with the approved annual budget, estimated to be $6,080,000.

Fiscal Impact

FY26 adopted budget appropriation, not to exceed $6,080,000.

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE UTILIZATION OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, NATIONAL COOPERATIVE PURCHASING ALLIANCE, GSA CONTRACTS AND OTHER NATIONAL COOPERATIVES FOR THE PURCHASE OF THE CITY'S INFORMATION TECHNOLOGY HARDWAWRE, SOFTWARE SERVICE AND MAINTENANCE OPERATIONAL NEEDS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS TO EFFECTUATE THE PURCHASES WITH THE AWARDED VENDORS & AUTHORIZED DISTRIBUTORS IN THE TOTAL BUDGETED AMOUNT NOT TO EXCEED THE AMOUNTS HEREIN FOR FISCAL YEAR 2025-2026; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3-3.14 of the City Code, the City Manager has the authority to approve purchases and awards up to fifty thousand dollars ($50,000), and any expenditures above this amount need to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City of North Miami Beach (the "City") is eligible to utilize negotiated and approved purchasing contracts with the Florida Department of Management Services, U.S. General Service Administration, The Interlocal Purchasing System (TIPS) and multiple cooperative purchasing outlets like Omnia Partners, National Association of State Procurement Officials (NASPO) and National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, all contracts, vendors, and any subsequently authorized resellers or distributors have been reviewed in accordance with established procurement methodologies and duly awarded by the appropriate governing bodies; and

WHEREAS, The Information Technology Department oversees and manages all aspects of the City's technology infrastructure and operations. This includes the administration of software licensing, hardware acquisition and deployment, and comprehensive maintenance services. IT ensures that day-to-day operational needs are met throughout the City, supporting every department—including the North Miami Beach Department—as well as offsite facilities; and

WHEREAS, The Procurement Management Department has strategically identified and leveraged multiple contracts executed by the entities referenced herein to ensure both continued cost savings and consistent availability of goods and services; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve utilization of the approved contracts herein and issuance of Purchase Orders in the budgeted not to exceed amounts as outlined herein; and

WHEREAS, the following table is a comprehensive listing of contracts, including their respective term dates and governing entities. These agreements collectively support the City's information technology operational requirements and ensure continuity of services across all departments.

ITEM NO.	VENDOR	CONTRACT NUMBER	CONTRACT TERM	ESTIMATED FY 25-26 EXPENDITURE
ITEM #1	**AT&T** 2 Guardhouses Internet, Snake Creek Canal Cameras, Carbyne Backup Internet, Highland Uleta Park Internet	GSA-47QTCA18D00JG	Through 8/27/2028	$235,000
ITEM #2	**COMCAST BUSINESS** Backup Internet City Hall, Primary Internet PD, Backup Internet various City facilities, Primary Internet Library, Channel 77	GSA-35F-184BA	Through 1/31/2029	$250,000
ITEM #3	**IT PARTNERS** Cloud Based Backup Services City Hall and Police Department	TIPS 230105	Through 5/31/2028	$150,000
ITEM #4	**INSIGHT PUBLIC SECTOR** Various Software Renewals, Software Licenses	OMNIA PARTNERS - 23-6692-03	Through 4/30/2028	$250,000
ITEM #5	**CDW GOVERNMENT** Various Software Renewals, Software Licenses, Computer Hardware, Computer Equipment	Omnia Partners 23-6692-03 Omnia Partners R220801 Omnia Partners R2024056-01 Omnia Partners R210401	Through 4/30/2028 Through 09/30/2027 Through 07/31/2034 Through 05/31/2026	$500,000
ITEM #6	**PITNEY BOWES INC** Mailing Services Citywide	State of Florida DMS 44102100-17-1	Through 2/19/2027	$100,000
ITEM #7	**SHI INTERNATIONAL CORP** Microsoft Licenses Citywide and Police Department	Omnia Partners – R220804 Omnia Partners - 2024056-02	Through 9/30/2027 Through 07/31/2034	$300,000
ITEM #8	**TYLER TECHNOLOGIES, INC** ERP System & Time and Attendance Transparency Portal	NASPO-AR3764	Through 9/14/2026	$700,000
ITEM #9	**CELLCO PARTNERSHIP DBA VERIZON WIRELESS** City Issued Cellphones, Duty Phones, Wireless Hotspots City Staff, Library and Police Department, Tablets for Public Works, Code and Building Dept	DMS-19/20-006C	Through 08/24/2031	$150,000

ITEM #10	**BH FOTO and Electronics DBA B&H** Various Computer Equipment AV Supplies	OMNIA – R201202	Through 3/31/2026	$200,000
ITEM #11	**HOWARD TECHNOLOGY SOLUTIONS** Various Computer Equipment AV Supplies	TIPS 230105	Through 5/31/2028	$400,000
ITEM #12	**COMPUTERS AT WORK, INC DBA VTECHIO** Dell Warranties, Dell Equipment, Professional Services	NASPO-23004	Through 6/30/2028	$400,000
ITEM #13	**GRANICUS** Agenda Management Systems and Streaming	NASPO-AR2472	Through 9/15/2026	$60,000
ITEM #14	**MCCI, LLC** Laserfiche, JustFOIA and Codification of Resolutions	Omnia Partners 01-62	Through 11/30/2026	$150,000
ITEM #15	**AIP US, LLC** Professional Services, Hardware Renewals and Computer Equipment	NASPO-AR3227	Through 9/30/2026	$100,000
ITEM #16	**VEYTEC, INC** Software Renewals and Professional Services	NASPO-AR3227	Through 9/30/2026	$300,000
ITEM #17	**CARAHSOFT TECHNOLOGY CORPORATION** Software Renewals, Software Maintenance and New Software	TIPS 220105	Through 5/31/2027	$75,000
ITEM #18	**DOF CREATIONS, LLC** Network Equipment and Consulting	Omnia Partners- 01-154	Through 11/30/2026	$200,000
ITEM #19	**SOUTHERN COMPUTER WAREHOUSE INC** Professional Services, Hardware Renewals and Computer Equipment	TIPS – 230105	Through 5/31/2028	$150,000
ITEM #20	**AVIXUM** Backup system for City Hall & Police Department	OMNIA 01-170	Through 12/31/2026	$500,000
ITEM #21	**KOVA, CORP** Radio Recording Solution	GSA-35F-011BA	Through 10/14/2028	$25,000
ITEM #22	**RING CENTRAL INC** Citywide Phone System	Sourcewell – 120122	Through 3/17/2027	$200,000

ITEM #23	**TIMMONS GROUP INC** GIS Mapping	Fairfax County Contract 4400005636	Through 1/31/2026	$25,000
ITEM #24	**CENTRAL SQUARE TECHNOLOGIES, LLC** Annual Maintenance Fee – Police Department	Software Exemption	Annual	$150,000
ITEM #25	**CROWN CASTLE FIBER LLC** Direct Internet Access & Wide Area Network	Annual Service Charges	Annual	$120,000
ITEM #26	**FL DEPT OF MANAGEMENT SERVICES** Telephone Services	Annual Phone Service - Exemption	Annual	$25,000
ITEM #27	**HARRIS COMPUTER SYSTEMS** NMB Water Impresa Support & Billing	Software Exemption	Annual	$75,000
ITEM #28	**MAINTENANCE CONNECTION, LLC** Vertical Asset Management Subscription	Software Exemption	Annual	$50,000
ITEM #29	**WATERSMART SOFTWARE, INC** Customer Service Software	Software Exemption	Annual	$70,000
ITEM #30	**AZTECA SYSTEMS, LLC** City Works Asset Management Software	Software Exemption	Annual	$100,000
ITEM #31	**ITRON, INC** NMB Water AMI network hardware & software annual Maintenance	Software Exemption	Annual	$110,000
	TOTAL			**$6,080,000**

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NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

Section 2. The listing of awarded contracts from various governing entities in substantially the form attached as Exhibit "A," in a budgeted amount not to exceed $6,080,000, for the purchase of all aspects of the City's technology infrastructure and operations, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **8th day of September 2025.**

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor and City Commission

EXHIBIT A - MASTER IT RESOLUTION

ITEM#	VENDOR
Item # 1	**AT&T** 2 Guardhouses Internet, Snake Creek Canal Cameras, Carbyne Backup Internet, Highland Uleta Park Internet
Item # 2	**COMCAST BUSINESS** Backup Internet City Hall, Primary Internet PD, Backup Internet various City facilities, Primary Internet Library, Channel 77
Item # 3	**IT PARTNERS** Cloud Based Backup Services City Hall and Police Department
Item # 4	**INSIGHT PUBLIC SECTOR** Various Software Renewals, Software Licenses
Item # 5	**CDW GOVERNMENT** Various Software Renewals, Software Licenses, Computer Hardware, Computer Equipment
Item # 6	**PITNEY BOWES INC** Mailing Services Citywide
Item # 7	**SHI INTERNATIONAL CORP** Microsoft Licenses Citywide and Police Department
Item # 8	**TYLER TECHNOLOGIES, INC** System & Time and Attendance. Transparency Portal
Item # 9	**CELLCO PARTNERSHIP DBA VERIZON WIRELESS** City Issued Cellphones, Duty Phones, Wireless Hotspots City Staff, Library and Police Department, Tablets for Public Works, Code and Building Dept
Item # 10	**BH FOTO and Electronics DBA B&H** Various Computer Equipment AV Supplies
Item # 11	**HOWARD TECHNOLOGY SOLUTIONS** Various Computer Equipment AV Supplies
Item # 12	**COMPUTERS AT WORK, INC DBA VTECHIO** Dell Warranties, Dell Equipment, Professional Services
Item # 13	**GRANICUS** Agenda Management Systems and Streaming
Item # 14	**MCCI, LLC** Laserfiche, JustFOIA and Codification of Resolutions

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Item # 19	**SOUTHERN COMPUTER WAREHOUSE INC** Professional Services, Hardware Renewals and Computer Equipment
Item # 20	**AVIXUM** Back up system for City Hall & PD
Item # 21	**KOVA, CORP** Radio Recording Subscription
Item # 22	**RINGCENTRAL INC** Citywide Phone System
Item # 23	**TIMMONS GROUP INC** GIS MAPPING
Item # 24	**CENTRAL SQUARE TECHNOLOGIES, LLC** Annual software Maintenance – Police Dispatch & Record Management
Item # 25	**CROWN CASTLE FIBER LLC** Direct Internet Access & Wide Area network
Item # 26	**FL DEPT OF MANAGEMENT SERVICES** Telephone Services
Item # 27	**HARRIS COMPUTER SYSTEMS** NMB Impresa Support & Billing
Item # 28	**MAINTENANCE CONNECTION, LLC** Vertical Asset Management Subscription
Item # 29	**WATERSMART SOFTWARE INC** Vertical Asset Management Subscription
Item # 30	**AZTECA SYSTEMS, LLC** City works Asset Management Software
Item # 31	**ITRON, INC** NMB Water AMI network hardware & Software annual maintenance

EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Re i ed 4 6 23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: _____

Primary Contact Name: _____

Primary Contact E-mail: _____

Secondary Contact Name: _____

Secondary Contact E-mail: _____

Department Phone: _____

Department Fax: _____

Company Name: _____

Contact Name: _____

Company Address: _____

_____

Company Phone: _____

Company Fax: _____

Company E-mail: _____

Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____

   a. Awarding Agency _____ **b.** Solicitation #_____

   c. Solicitation included? Yes ❑ Awarded Letter included? Yes ❑ Proposal/Quote from Company included? Yes ❑

2. Description of the Scope of Service of This Contract: _____

3. Total Value of Contract: $ _____

4. Account Number(s): FY _____ _____ FY _____ _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ❑ No ❑ _____

6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ❑ No ❑

7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ❑ No ❑
   If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ❑ Solicitation ❑ Award Letter ❑ Proposal/Quote ❑

Renewal Letter ❑ Risk Manager Approved Insurance Certificate ❑ Vendor Registration Form ❑

Grant Information *(only applicable if grant related purchase)*

11. Provide details (expiration dates, special requirements, etc). _____

12. Will this require matching funds? Yes ☐ No ☐

13. Grant source? _____ Grant (dollar) amount? _____

14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	_____	_____
Chief Procurement Officer: (Purchases/Contract up to $25,000.00)	_____	_____
City Manager: (Purchases/Contracts up to $50,000.00)	_____	_____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Mario A Diaz**
City Manager

VIA: **Shereece Geor e**
Chief Procurement Officer

FROM: _____
Name

_____
Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #_____**

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! ®, a menu-driven database system. The INTERNET address GSA Advantage! ® is: GSAAdvantage.gov.

Schedule Title: Multiple Award Schedule (MAS)

FSC Group, Part, and Section or Standard Industrial Group (as applicable):

Large Category: Information Technology

Subcategory: Automated Contact Center Solutions (ACCS) (561422)
Cloud and Cloud -Related IT Professional Services (518210C)
Information Technology Professional Services (54151S)
Electronic Commerce (54151ECOM)
Highly Adaptive Cybersecurity Service (54151HACS)

SPECIAL ITEM NUMBER (SIN) 561422- AUTOMATED CONTACT CENTER SOLUTIONS(ACCS)

FSC/PSC Code D399 IT and Telecom - Other IT and Telecommunications

SPECIAL ITEM NUMBER (SIN) 518210C CLOUD AND CLOUD - RELATED IT PROFESSIONAL SERVICES

FSC/PSC Code D305 IT and Telecom - Teleprocessing, Timeshare, and Cloud Computing

SPECIAL ITEM NUMBER (SIN) 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FSC/PSC Code D399 IT and Telecom - Other IT and Telecommunications: Other IT and Telecommunications Services, Not Elsewhere Classified

SPECIAL ITEM NUMBER (SIN) 54151ECOM - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FSC/PSC Code D304 IT and Telecom - Telecommunications and Transmission: Internet Access Services

SPECIAL ITEM NUMBER (SIN) 54151HACS HIGHLY ADAPTIVE CYBERSECURITY SERVICES

FSC/PSC Code DJ01 IT and Telecom - Telecommunications and Transmission: Internet Access Services

Contractor Information:

AT&T Corp.

3033 Chain Bridge Road Oakton, VA 22124

Angelina Gibson, Sr. Contracts Manager

(301) 266-1682

http://www.att.com/gov

Contract Number: 47QTCA18D00JG

Contract Period: 8/28/2023 - 8/27/2028

General Services Administration

Federal Supply Service

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Business Size: Large Business

Price List current through Modification # PS-A883, June 17, 2024

Trademark Acknowledgments

Every effort has been made to identify trademark information in the accompanying text. However, this information may unintentionally have been omitted in referencing particular products. Product names that are not so noted may also be trademarks of their respective manufacturers.

General Services Administration

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to- date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

Federal Supply Schedule Multiple Award Schedule Pricelist

FSC Group: MAS
Large Category F, Information Technology (IT)
Subcategory F01, Electronic Commerce Services
FSC/PSC D304
Category Attachment H, Professional Services
H01. Business Administrative Services Subcategory, FSC/PSC Code R408

Contract Number: GS35F184BA

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Period Covered by Contract: February 1, 2024 thru January 31, 2029

Pricelist current through Modification #PO-0033, dated January 29, 2024

Comcast Business Communications, LLC

One Comcast Center
1701 JFK Boulevard
Philadelphia, PA 19103
www.business.comcast.com/enterprise/industry-solutions/federal-government/gsa-mas-it-contract
Contact: Lauren M. Kurtz | Federal Contract Executive, Comcast Government Services
Email: MAS-IT@comcast.com
Phone: 866-299-7682
Business Size: Other than Small Business

Exhibit A - ITEM # 3: IT Partners

TIPS Contract # 230105 Expiration 05/31/2028

ITPartners+

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:
Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW | DUE DILIGENCE | CONTACTS | PRINT PROFILE

Print

VENDOR ITPartners

2851 Charlevoix Dr SE Ste 100 Grand Rapids MI,49546

WEBSITE www.itpartners.com

SERVICE/PRODUCTS DESCRIPTION ITPartners+ is an IT Managed Services Provider headquartered in Grand Rapids, MI with a satellite office in Boca Raton, FL. Serving government agencies and businesses nationally, we partner with existing IT staff to provide backup and disaster recovery and IT security products that are ransomware resilient. We also offer value-added IT services, Office 365 migration, and next generation security cameras and access control.

CONTRACT: **230105** **Technology Solutions Products and Services**
End Date: May-31-2028 EDGAR COMPLIANCE: View Doc.

Copyright 2005-2025 The Interlocal Purchasing System | Lead agency Region 8 ESC

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

IT Partners

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: IT Partners

Vendor Address: 2851 Charlevoix Dr SE Ste 100

City: Grand Rapids State: MI Zip Code: 49546

Vendor Authorized Signatory Name: Noelle Pedersen

Vendor Authorized Signatory Title: Chief Operating Officer

Vendor Authorized Signatory Phone: 616-828-1010

Vendor Authorized Signatory Email: noelle@itpartners.com

Vendor Authorized Signature: Noelle Pedersen Digitally signed by Noelle Pedersen Date: 2023.02.10 10:11:44 -05'00' Date: 2/10/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023

Exhibit A - ITEM # 4 : INSIGHT PUBLIC SECTOR

Omnia Partners Contract -23-6692-03 Expiration 04/30/2028

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

Exhibit A - item # 5: CDW

Omnia Partners Contract # 236692-02 Expiration 04/30/2028

Cobb County

Contract # 23-6692-02

for

Technology Product Solutions and Related Services

with

CDW Government

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and CDW Government effective May 1, 2023:

I. Executed Master Agreement
II. Supplier's Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Authorized Signature

VP Contracting OPS
Title

04/18/2023
Date

FEDERAL TAX ID NUMBER
36-4230110

Approved as to form

County Attorney's Office

April 25, 2023
Date

Exhibit A -item # 5: CDW

Omnia Partners Contract # R220801 Expiration 09/30/2027

Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9

Awarded to:

Contract # R220801

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that CDW-Government LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Collectively, CDW-G is unmatched in the depth and breadth of experience with the top three public cloud providers, AWS, Azure and Google Cloud Platform. Certified technical specialists to advise, plan, implement and manage unique and critical hybrid IT environment. Professional Services for multicloud span an incredible array of disciplines and technologies, and every critical path is covered.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Due to the complexity and diversity of cloud offerings, please contact your CDW-G Account Rep for pricing.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35648

Exhibit A ITEM # 5: CDW

Omnia Partners Contract # R2024056-01 Expiration 07/31/2034

Information Technology Solutions, Products and Services
Executive Summary

Lead Agency: City of Mesa

Solicitation: 2024056

RFP Issued: November 16, 2023

Pre-Proposal Date: November 30, 2023

Response Due Date: December 19, 2023

Proposals Received: 11

Awarded to: SHI International and CDW Government

The City of Mesa Department of Procurement issued RFP# 2024056 on November 16, 2023 to establish a national cooperative contract for Information Technology Solutions, Products and Services.

The solicitation included cooperative purchasing language in Scope of Work, Section 6:

OMNIA PARTNERS CONTRACT REQUIREMENTS. *The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

On December 19, 2023, proposals were received from the following offerors:

- Aspire HR
- Axelliant
- Carahsoft
- CDW Government
- Conquest Technology
- DiscountCell
- Free Alliance
- Quality Assurance
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW Government LLC and SHI International and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Mesa, OMNIA Partners and the following offerors successfully negotiated a contract: CDW Government and SHI International. The City of Mesa executed the agreements, each with a contract effective date of July 2, 2024.

Diversity Certifications: SHI is the largest minority woman owned business (MWBE) in the United States

The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial four-year agreement from July 2, 2024 through July 1, 2028 with the option to renew for three (3) additional two-year periods through July 1, 2034.

Pricing/Discount:

SHI pricing based on a discount off SHI Advertised Price list by category.

CDW-G pricing based on discount off CDW-G Nationally Advertised Pricing (NAP) for all products. The percentages represent the minimum discounts for participating agencies.

Exhibit A ITEM # 5: CDW

Omnia Partners Contract # R210401 Expiration 05/31/2026

Technology Solutions, Products, and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 21-04

RFP Issued: December 1, 2020

Pre-Proposal Date: December 15, 2020

Response Due Date: January 19, 2021

Proposals Received: 17

Awarded to:

Contract # R210401

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 21-04 on December 1, 2020, to establish a national cooperative contract for Technology Solutions, Products, and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On January 19, 2021 proposals were received from the following offerors:

- Avaya Inc.
- CDW Government LLC
- Compulink Technologies, Inc.
- GovConnection, Inc. dba Connection – Public Sector Solutions
- Double Line, Inc.
- Edlio LLC
- Active Internet Technologies, LLC, dba "Finalsite"
- HP Inc.
- Iron Bow Technologies, LLC
- Office Depot, LLC
- Phoenix Business Inc dba Phoenix Business Consulting
- ThunderCat Technology, LLC
- vCloud Tech Inc.
- Vertosoft LLC
- WalkerCom, Inc.
- Waypoint Business Solutions, LLC
- World Wide Technology

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that CDW-Government LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of June 1, 2021.

Contract Highlights:

Broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization, and collaboration. CDW-G is technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. Providing products and solutions through sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

Contract includes:

Offers top tier customer service as well as a complete catalog of products and services. A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging.

Term:

Initial three-year agreement from June 1, 2021 through May 31, 2024 with the option to renew for two (2) additional one-year periods through May 31, 2026.

Pricing/Discount:

Pricing is a fixed percent discount off the CDW-G Advertised Price by product catalog.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35648

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Exhibit A - ITEM # 6: PITNEY BOWES INC
DMS Contract- 44102100-17-1 Expiration 02/19/2027

Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

This Amendment ("Amendment"), effective as of February 20, 2022, to the Mail Processing Equipment Contract No. 44102100-17-1 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Pitney Bowes Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Department awarded the above-referenced Contract to Pitney Bowes Inc. for the provisions of mail processing equipment;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in the "Renewal Term" section of the Contract;

WHEREAS, the Parties executed the first Amendment to the Contract on September 23, 2021;

WHEREAS, the Parties agree to renew the Contract as provided in the Renewal Term section of the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

a) Contract Exhibit D, Additional Special Contract Conditions, is hereby added in its entirety and incorporated into the Contract by reference herein.

b) Contract Exhibit A, General Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Special Contract Conditions, which is incorporated into the Contract by reference herein. Any and all references in the Contract to the General Contract Conditions shall, upon the amendment effective date, be a reference to the attached and incorporated Exhibit A, Special Contract Conditions.

c) Contract Exhibit C, Price Sheet, is hereby deleted and replaced in its entirety with the attached Exhibit C, Price Sheet, which is incorporated into the Contract by reference herein.

d) Section III of the Contract is hereby deleted and replaced with the following:

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AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

III. Contract

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

a) Exhibit D: Additional Special Contract Conditions
b) Exhibit A: Special Contract Conditions
c) Exhibit B: ITB 22-44102100-Z and any addenda in reverse order of issuance
d) Exhibit C: Price Sheet

II. Contract Renewal. Pursuant to the Renewal Term section of the Contract, the State Term Contract No. 44102100-17-1 is renewed for a period of five years with a new contract expiration date of February 19, 2027, under the same terms and conditions, except as amended herein.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. This Amendment and all its Exhibitis are hereby made a part of the Contract. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Amendment is not valid and binding until signed and dated by the Parties.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

State of Florida:
Department of Management Services

By: _____
Name: J. Todd Inman
Title: Secretary
Date: 12/8/2021

Contractor:
Pitney Bowes Inc.

By: Dean Merriott
Name: Dean Merriott
Title: Major Account Manager
Date: 12/02/2021

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REGION 4
EDUCATION SERVICE CENTER

Exhibit A - ITEM # 7: SHI
OMNIA PARTNERS Contract - R220804
Expiration 09/30/2026 with option to
extend through 09/30/2027

April 24, 2025

Ms. Stacie Becker
stacie_becker@shi.com
Proposal Manager
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749

Re: Renewal Award of Contract #R220804

Dear Ms. Becker:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 22, 2025, Region 4 ESC is pleased to announce that SHI Government Solutions has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 3, 2022, and subsequent performance thereafter:

Contract

Total Cloud Solutions and Services

The contract will expire on September 30, 2026, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between SHI Government Solutions, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Department Director, Procurement

DS

cc: Amelia Jakubczyk
Director SLED Contract Capture & Development
Amelia_Jakubczyk@shi.com

Exhibit A - ITEM # 7: SHI

OMNIA PARTNERS Contract - R2024056-02 Expiration 07/01/2034

Information Technology Solutions, Products and Services
Executive Summary

Lead Agency: City of Mesa

Solicitation: 2024056

RFP Issued: November 16, 2023

Pre-Proposal Date: November 30, 2023

Response Due Date: December 19, 2023

Proposals Received: 11

Awarded to: SHI International and CDW Government

The City of Mesa Department of Procurement issued RFP# 2024056 on November 16, 2023 to establish a national cooperative contract for Information Technology Solutions, Products and Services.

The solicitation included cooperative purchasing language in Scope of Work, Section 6:

OMNIA PARTNERS CONTRACT REQUIREMENTS. *The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

On December 19, 2023, proposals were received from the following offerors:

- Aspire HR
- Axelliant
- Carahsoft
- CDW Government
- Conquest Technology
- DiscountCell
- Free Alliance
- Quality Assurance
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW Government LLC and SHI International and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Mesa, OMNIA Partners and the following offerors successfully negotiated a contract: CDW Government and SHI International. The City of Mesa executed the agreements, each with a contract effective date of July 2, 2024.

Diversity Certifications: SHI is the largest minority woman owned business (MWBE) in the United States

The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial four-year agreement from July 2, 2024 through July 1, 2028 with the option to renew for three (3) additional two-year periods through July 1, 2034.

Pricing/Discount:

SHI pricing based on a discount off SHI Advertised Price list by category.

CDW-G pricing based on discount off CDW-G Nationally Advertised Pricing (NAP) for all products. The percentages represent the minimum discounts for participating agencies.

Exhibit A ITEM # 8: TYLER TECHNOLOGIES INC

NASPO Contract- AR3764 Expiration 09/14/2026

Contract #: AR3764

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Tyler Technologies Inc.
Name

One Tyler Way
Street Address

Yarmouth	Maine	04096
City	*State*	*Zip*

Vendor # VC248808 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Laura Calcutta *Phone Number:* +1 800-800-2581 *Email:* laura.calcutta@tylertech.com

2. CONTRACT PORTFOLIO NAME: Platform Management; Master Data Management.
3. GENERAL PURPOSE OF CONTRACT: Citizen Engagement Platform.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2021, Solicitation# KM21-47
5. CONTRACT PERIOD: Effective Date: Tuesday, April 19, 2022. Termination Date: Monday, September 14, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: two 1 year renewal options.
6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).
7. Prompt Payment Discount Details (if any): Refer to Attachment C.
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Price Schedule
   ATTACHMENT D: End User License Agreements (as applicable)

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KM21-47.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

    IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Hannah May
Hannah May (Apr 20, 2022 11:41 EDT)

04/20/2022

Contractor's signature — Date

Hannah May — Senior Corporate Attorney

Type or Print Name and Title

DIVISION OF PURCHASING

LPD 19
Nick Hughes (Apr 20, 2022 09:48 MDT)

04/20/2022

Director, Division of Purchasing — Date

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Exhibit A - ITEM # 9: VERIZON WIRELESS

State of Florida DMS Contract - DMS-19/20-006C Expiration 08/24/2031

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006C

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work
Attachment C – Final Service Level Agreements;
Attachment D – Contractor's Pricing, including:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006

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CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Cellco Partnership d/b/a Verizon Wireless (Contractor) with offices at 4075 Esplanade Way, Suite 226, Tallahassee, FL 32399, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91st day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

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1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
    b. Exhibit 2 – Vendor's Device List
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

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SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

SO AGREED by the parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

8/24/2021

Date

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

DocuSigned by:
Todd Loccisano
CD86E5219D09460...

Signature

Todd Loccisano
VP - Commercial Deal Management (Wireless), Verizon Business Group

Print Name and Title

7/27/2021 | 9:59 AM MDT

Date

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REGION 4
EDUCATION SERVICE CENTER

November 1, 2024

ExhibitA-ITEM#10: B&H FOTO
Omnia Contract - R201202 Expiration 03/31/2026

Israel Mamann
Manager – B2B Contracts
B&H Foto and Electronics DBA B&H
420 Ninth Ave.
New York, NY 10001
Email: israelm@bhphoto.com

Re: Renewal Award of Contract #R201202

Dear Mr. Mamann:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that B&H Foto and Electronics DBA B&H has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 15, 2020, and subsequent performance thereafter:

Contract

Audio Visual Equipment, Accessories & Services

The contract will expire on March 31, 2026, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between B&H Foto and Electronics DBA B&H, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Director, Procurement

DS

Exhibit A - ITEM # 11: HOWARD TECHNOLOGY SOLUTIONS

TIPS Contract - 230105 Expiration 05/31/2028

HOWARD TECHNOLOGY SOLUTIONS

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:
Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

Print

VENDOR	Howard Technology Solutions
	PO BOX 1590 LAUREL MS,39441
WEBSITE	www.howardcomputers.com
SERVICE/PRODUCTS DESCRIPTION	Howard Industries Inc dba Howard Technology Solutions brings to market cutting-edge technology that is high quality, reliable, and affordable. From our own Howard manufactured products such as desktops, laptops, servers, kiosks, and medical carts, to over 250,000 brand-name partner products from our leading technology innovators such as Lenovo, HP, and Microsoft, our customers can be sure they are getting the most for their technology dollars when purchasing from Howard. We provide customers with a ride range of technical support which includes audio visual, networking, and cyber security consulting, design, programming, and management services, as well as installation and training by industry-certified technicians who provide hands-on issue resolution. We fit our services to match our customers' needs while providing them with the solutions they need, when they need it.

CONTRACT: **230105** **Technology Solutions Products and Services**
End Date: May-31-2028 EDGAR COMPLIANCE: View Doc.

CONTRACT: **230901** **Audio Visual Equipment, Supplies, and Services**
End Date: Nov-30-2026 EDGAR COMPLIANCE: View Doc.

CONTRACT: **24050301** **Networking Equipment, Software, and Services**
End Date: Jul-31-2027 EDGAR COMPLIANCE: View Doc.

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Howard Technology Solutions, a Division of Howard Industries Inc

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Howard Technology Solutions, a Division of Howard Industries Inc

Vendor Address: 36 Howard Drive

City: Ellisville State: MS Zip Code: 39437

Vendor Authorized Signatory Name: Brandey Boyd

Vendor Authorized Signatory Title: Bids and Contracts Manager

Vendor Authorized Signatory Phone: 601.399.5831

Vendor Authorized Signatory Email: bboyd@howard.com

Vendor Authorized Signature: _____ Date: 1/26/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023

DocuSign Envelope ID: F019BE07-AEF0-4A14-B979-8BB85952EE52

Exhibit A- ITEM #12: COMPUTERS AT WORK DBA VTECHIO (reseller of DELL)
NASPO Contract- 23004 Expiration 06/30/2028

ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Christopher Alan Garcia
Signature ECE99192885E4FE...

Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Katherine Castillo
Signature 8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Andy Doran
Signature 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

Docusign Envelope ID: BC6D22B7-B2CB-4DE8-99A8-1F7E4E79622D

AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23026

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing, L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor").

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23026, July 14, 2023, through June 30, 2025 ("Master Agreement"), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Master Agreement 23026 is extended to June 30, 2026, at the same terms, conditions, and pricing.

This Amendment is effective beginning June 30, 2025, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Signed by: Katherine Castillo
Signature: 8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 3/31/2025

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature: 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 3/31/2025

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Luke Jannett
Signature: 0266C0BD8EF44DE...

Luke Jannett
Printed Name

Title: Acquisitions Manager

Date: 3/31/2025

Subcontractor/Dealer/Reseller Information Form

Contract Name: Computer Equipment, Peripherals, and Related Services
Contract Number: 43210000-23-NASPO-ACS
Contractor Name: Dell Marketing, L.P.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Abtech Technologies	https://abtechtechnologies.com/	Devan Bere	Dbere@abtechtechnologies.com	760-827-5100		1235 Activity Drive, Suite B	Vista	CA	92081		Statewide	7/11/2024
Advizex Technologies, LLC	www.advizex.com	Scott Hess	shess@advizex.com	440-622-1089		6480 Rockside Woods Blvd. South, Suite 190	Independence	OH	44131	2224	Statewide	2/23/2024
Ahead, Inc.	https://www.ahead.com/	Matthew McCloskey	matthew.mccloskey@ahead.com	813-629-5283		401 N Michigan Ave Ste 3400	Chicago	IL	60675	6980	Statewide	4/1/2024
BlueAlly Technology Solutions LLC	https://www.blueally.com/	Miriam Rodrigue	mrodrigue@blueally.com	864-640-1343		1225 Crescent Green, Suite 115	Cary	NC	27518		Statewide	8/14/2024
Broadway Typewriter Co Inc dba Arey Jones Educational Solutions	www.areyjones.com	Cathy Terzoli	cathy@areyjones.com	800-998-9199		1055 Sixth Avenue Ste 101	San Diego	CA	92101		Statewide	2/23/2024
CDW Government, LLC	https://www.cdw.com/	AJ Lucci	ajlucci@cdwg.com	312-705-9355		200 N Milwaukee Ave	Vernon Hills	IL	60061		Statewide	3/11/2024
Computers at Work, Inc. DBA vTECH io	www.vtechio.com	David Peterson	david.peterson@vtechio.com	239-571-1050		3033 Winkler Avenue, Suite 210	Fort Myers	FL	33916		Statewide	2/23/2024
Dasher Technologies, Inc.	https://www.dasher.com/	Larry Melvin	larry.melvin@convergetp.com	205-383-7324		675 Campbell Technology Pkwy, Suite 100	Campbell	CA	95008		Statewide	3/11/2024
Davenport Group, Inc.	https://davenportgroup.com/	Kristy Wilke	publiccontracts@davenportgroup.com	651-765-0279		104 Belfast St.	Lewisburg	TN	37091		Statewide	2/23/2024
DISYS Solutions, Inc.	https://dsitech.com/	Vinu Luthra	bidsdistribution@dsitech.com	571-707-3636		44670 Cape Court, Suite 100	Ashburn	VA	20147		Statewide	6/18/2024
Eastern Computer Exchange, LLC.	https://ecei.com/	Todd Lawless	todd@ecei.com	203-668-7432		61 Wilton Rd	Westport	CT	06880		Statewide	5/30/2024
Flagler Technologies LLC	https://www.flagler.io/	Ken Wagner	ken.wagner@flagler.io	561-676-0707		5295 Town Center Rd Unit 201	Boca Raton	FL	33486		Statewide	8/28/2024
GHA Technologies, Inc.	www.gha-associates.com	George Hertzberg	marketing@gha-associates.com	480-951-6865		8998 E Raintree Dr	Scottsdale	AZ	85260		Statewide	2/23/2024
Insight Public Sector, Inc.	www.ips.insight.com	Stephen Forsythe	florida@insight.com	850-428-7966		6820 S. Harl Ave.	Tempe	AZ	85283		Statewide	3/11/2024
Mainline Information Systems, LLC	https://mainline.com/	Doug Harrell	doug.harrell@mainline.com	850-294-2237		1700 Summit Lake Dr. Ste 201	Tallahassee	FL	32317		Statewide	4/22/2024
Melillo Consulting, Inc.	https://www.melillo.com/	Maria LoCicero	locicero@mjm.com	732-563-8471		285 Davidson Ave, Suite 202	Somerset	NJ	08873		Statewide	6/18/2024
MJM Systems, Inc.	https://www.mjmsystems.com/	Denise Spadafora	dspadafora@mjmsystems.com	267-221-9894		285 Davidson Ave, Suite 202	Somerset	NJ	08873		Statewide	6/18/2024
PC Specialists, Inc. dba Technology Integration Group	https://www.tig.com/	Georgia Vasilion	contractadmin@tig.com	858-566-1900		11860 Community Road, Suite #160	Poway	CA	92064		Statewide	2/23/2024
Presidio Networked Solutions LLC	https://www.presidio.com/	Jackie Arnett	jarnett@presidio.com	812-350-0808		8161 Maple Lawn Blvd., Suite 150	Fulton	MD	20759		Statewide	4/12/2024
ProSys Information Systems Inc	https://www.prosysis.com/	Jarrell Williams	Jarell.Williams@computacenter.com	470-528-7084		6025 The Corners Parkway, Suite 120	Norcross	GA	30092		Statewide	7/11/2024
Quantum Computer Solutions	www.qcs-corp.com	MARC SHUCK	MARC@QCS-CORP.COM	407-350-4928		204 S. ROSE AVE	KISSIMMEE	FL	34741		Statewide	4/28/2025
Safari Micro, Inc.	https://safarimicro.com/	Paul Avellano	paul.avellano@safarimicro.com	602-649-2553		2185 W PECOS RD STE 9	Chandler	AZ	85224	4873	Statewide	4/1/2024
SHI International Corp	www.shi.com	Nicole Rasky	nicole_rasky@shi.com	732-584-8227		300 Davidson Ave	Somerset	NJ	08873		Statewide	2/23/2024
The Drala Project, Inc	https://www.redesign-group.com/	Alex Cox	alex.cox@redesign-group.com	774-836-7840		2629 Manhattan Ave, #307	Hermosa Beach	CA	90254		Statewide	2/23/2024
United Data Technologies	https://udtonline.com/	Mike Hendrix	mhendrix@udtonline.com	954-415-0880		2900 Monarch Lakes Blvd., Suite 30	Miramar	FL	33027		Statewide	2/23/2024
World Wide Technology, LLC	www.wwt.com	Carol Harting	carol.harting@wwt.com	314-995-6103		1 World Wide Way	St. Louis	MO	63146		Statewide	4/1/2024

Exhibit A- ITEM # 13: GRANICUS (Reseller of Carahsoft Technology)

NASPO Contract- AR2472 Expiration 09/15/2026

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

For Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

NASPO ValuePoint Cooperative Purchasing Contract

NASPO ValuePoint
formerly WSCA-NASPO

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers best value, reliable, competitively sourced contracts. Since 1993 NASPO ValuePoint has been the cooperative purchasing arm of NASPO (the National Association of State Procurement Officials) encouraging, fostering and guiding the nation's most significant public contract cooperative. NASPO ValuePoint is a unified, nationally focused cooperative aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities spurring best value, innovation and competition in the marketplace.

For further information about NASPO ValuePoint or to view the contract please see Carahsoft's contract portfolio (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/).

Contract & Order Information

Contract Title:	NASPO Cloud Solutions
Contractor:	Carahsoft Technology Corp.
Number:	AR2472
Contract Period:	October 14, 2016 - September 15, 2026
Federal Taxpayer ID:	52-2189693
Cage Code:	1P3C5

Mariah Edwards
Contracts
(703) 889-9734
Mariah.Edwards@carahsoft.com
(mailto:Mariah.Edwards@carahsoft.com)

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:
NASPO@carahsoft.com
(mailto:NASPO@carahsoft.com)

Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
Attn: Contracts Department

For more information:
contracts@carahsoft.com
(mailto:contracts@carahsoft.com)

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

AVAILABLE 24X7
888.662.2724 (tel:88866)

carahsoft The Trusted Government IT Solutions Provider (/)

Black Duck (/black-duck)

BlackFog (/blackfog)

Black Kite (/black-kite)

Blackshark.ai (/blackshark.ai)

Blackthorn.io (/blackthornio)

Blackwire Labs (/blackwire-labs)

Blancco (/blancco)

Blitz Permits (https://blitzpermits.ai/)

BlocPower (/blocpower)

Bluescape (/bluescape)

Blue Vector (http://www.bluevector.ai/)

BlueVoyant (/bluevoyant)

BlueVoyant LLC (https://www.bluevoyant.com/)

Blyncsy (/blyncsy)

BMC (/bmc-helix)

Bocada (/bocada)

Bodo (/bodo)

Bonfire (/bonfire)

Bonterra (/bonterra)

Boomi (/boomi)

Boost Run (/boost-run)

Botcopy (/botcopy)

GlideFast Consulting LLC (http://glidefast.com/)

Global Data Systems Inc. (http://www.getgds.com/)

GL Solutions (/gl-solutions)

Go Deed Inc (https://www.joindeednow.com/)

Go Evo (/go-evo)

Gold Bridge Partners (http://www.gbpi.net/)

Goldcast (/goldcast)

Gomboc AI (/gomboc-ai)

GoMeddo (/gomeddo)

Google (/google)

GoSecure (/gosecure)

Gov2Biz (/gov2biz)

GovAI (/govai)

GovPath (/govpath)

GovWell Technologies (https://www.govwelltech.com/)

Grafbase (/grafbase)

Grammarly (/grammarly)

Granicus (/granicus)

GraphIQ (/graphiq)

Gray Wolf Analytics (/gray-wolf-analytics)

OnCorps Reports (https://oncorpsreports.com/)

OneBlink (/oneblink)

OneCommute (/onecommute)

One Human Service Network, Inc (https://www.onehsn.com/governme

OneMeta (/onemeta)

OneStream Software (/onestream-software)

One Trust

OneTrust (/onetrust)

On Point Technology (https://catalisgov.com/regulatory-compliance/unemployment-insurance-solutions/)

OnSolve (/onsolve)

Onspring (/onspring)

Ooma (/ooma)

OpenAI (/openai)

OpenCounter (/opencounter)

Open Future LLC (http://www.openfuturelearning.org/)

OpenGov (/opengov)

OpenText Government Solutions (/opentext)

OPEXUS (/opexus)

Terazo, Inc. (https://terazo.c

Terrascope (http://www.ter

Tessian (https://www.te

TestPros (/testpros)

Theiagen Genomics (https://www.th

The Information Lab (/the-information-lab)

The Mortgage Office (/the-mortgage-office)

Thentia (/thentia)

Thera (/thera)

TheRecordXcha (/therecordxcha

The Routing Company (/trc)

The Software Revolution, Inc. (TSRI) (https://tsri.com

ThingLogix (https://www.th

Thinkst Canary (https://canary.t

Thomson Reuters (/thomson-reuters)

Thomson Reuters Special Services (https://www.tr

ThoughtSpot (/thoughtspot)

Docusign Envelope ID: 7BEB67AB-A5B0-4382-9EA4-85D3B570E35F

Exhibit A - ITEM # 14 : MCCI, LLC
(Omnia Partners Contract - 01-162 Expiration
11/30/2026 with option to extend through 11/30/2027)

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 11, 2025

Ms. Sarah Haddock
Director of Sales Operations
MCCi, LLC
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

Sent via email to: shaddock@mccinnovations.com

Re: Renewal of Region 14 ESC Contract **#01-162, Documents and Records Management**

Dear Ms. Haddock:

Region 14 Education Service Center is pleased to announce it is renewing contract **#01-162, Documents and Records Management** for the period December 1, 2025 through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

Exhibit A ITEM # 15 &16: AIP US LLC & VEYTEC, INC (Reseller of CISCO SYSTEM, INC)

NASPO Contract- AR3227 Expiration 09/30/2026

Contract #: AR3227

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cisco Systems, Inc.
Name

170 West Tasman Dr.
Street Address

San Jose	CA	95134
City	*State*	*Zip*

Vendor # VC0000118462 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Mimi Nguyen-Farr, Sr Manager *Phone Number:* (408) 527-2627 *Email:* mimnguye@cisco.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001.

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: [Reserved]

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Jenn Pate — August 30, 2019
Contractor's signature — Date

Jenn Pate
Authorized Signatory

Type or Print Name and Title

DIVISION OF PURCHASING

Sep 4, 2019
Director, Division of Purchasing — Date

APPROVED BY LEGAL

DocuSign Envelope ID: 678FEA8C-EA15-4570-B6B5-3F6D523866B6

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3227

Starting Date: 10/1/2019

Expiration Date: 9/30/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cisco Systems, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The state of Utah is executing two 1 year extensions for this contract as allowed by the master agreement. The new expiration date will be 9/30/2026.

Effective Date of Amendment: 3/1/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature — February 13, 2024 — Date

Jenn Pate

Contractor's Name (Print)

Authorized Signatory

Title (Print)

APPROVED BY LEGAL

STATE OF UTAH

DocuSigned by:

C38BE9DAC528424...

Director, State of Utah Division of Purchasing — 2/15/2024 — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Grant Herdrich	801-967-4631	gherdrich@utah.gov	AR3227

Subcontractor/Dealer/Reseller Information Form

#UNKNOWN!

Contract Name: Data Communications Products and Services
Contract Number: 43220000-NASPO-19-ACS
Contractor Name: Cisco Systems Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Acordis International Corp	http://acordiscorp.com/	Alex Levchuk	alevchuk@acordiscorp.com	954-272-9853		2785 North Commerce Pkwy	Miramar	FL	33025		Statewide	6/14/2021
Advizex Technologies, LLC	https://advizex.com/	Scott Hess	shess@advizex.com	440-622-1089		6480 Rockside Woods Blvfd. South, Suite 190	Independence	OH	44131		Statewide	1/14/2025
AIP US, LLC	http://www.aip-us.com/	Min Wang	mwang@aip-us.com	703-861-6427		27 Bleeker Street, Suite 236	Millburn	NJ	07041		Statewide	6/14/2021
Byteworks, LLC	https://www.byteworks.com/	Lisa Thiele	LTHIELE@BYTEWORKS.COM	678-353-3025		2675 Breckinridge Blvd Suite 200	Duluth	GA	30096		Statewide	1/14/2025
CDW Government, LLC	https://www.cdw.com/	AJ Lucci Jr	ajlucci@cdwg.com	312-705-9355		625 W Adams	Chicago	IL	60661		Statewide	6/14/2021
Converge Technology Solutions US, LLC	http://www.convergetp.com/	Todd Cannady	todd.cannady@convergetp.com	404-993-7567		130 Technology Parkway	Peachtree Corners	GA	30092		Statewide	9/1/2022
DISYS Solutions, Inc.	http://www.dsitech.com/	Pankaj Sharma	pankaj.sharma@dsitech.com	571-707-3610		44670 Cape Court, Suite 100	Ashburn	VA	20147		Statewide	6/14/2021
DynTek Services, Inc.	http://www.dyntek.com/	Darlene Pricher	darlene.pricher@dyntek.com	850-219-7917		5241 California Avenue, Suite 150	Irvine	CA	92617		Statewide	6/14/2021
Flagler Technologies, LLC	http://www.flagler.io/	Ken Wagner	Ken.wagner@flagler.io	561-229-1601		5295 Town Center Rd Suite 201	Boca Raton	Fl	33486		Statewide	6/14/2021
GovConnection, Inc.	http://www.govconnection.com/	Robert Bush	robert.bush@connection.com	800-800-0014		732 Milford Road	Merrimack	NH	03054		Statewide	6/14/2021
Greyson Technologies Inc.	http://greysontech.com/	Megan Tuzzo	mtuzzo@greyson.com	954-832-3601		6350 N. Andrews Ave. #200	Fort Lauderale	FL	33309		Statewide	6/14/2021
Insight Public Sector, Inc.	https://www.ips.insight.com/	Stephen Forsythe	Florida@insight.com	850-428-7966		6820 S. Harl Ave.	Tempe	AZ	85283		Statewide	6/14/2021
Iron Bow Technologies, LLC	https://ironbow.com	Don Cook	don.cook@ironbow.com	571-324-1325		2121 Cooperative Way, Suite 500	Herndon	VA	20171		Statewide	1/14/2025
Modcomp, Inc. dba CSPi Technology Solutions	http://cspitechsolutions.com/	Peter Kaufman	peter.kaufman@cspi.com	954-571-4640		1182 E Newport Center Dr	Deerfield Beach	FL	33442		Statewide	6/14/2021
Netsync Network Solutions, Inc.	https://www.netsync.com/	Kristi Matsunaga	kmatsunaga@netsync.com	713-218-5000		2500 W Loop South, Suite 410	Houston	TX	77027		Statewide	6/14/2021
NWN Corporation	https://www.nwnit.com/	Denise Frazier	Dfrazier@nwnit.com	919-653-6803		659 South Country Trail	Exeter	RI	02822		Statewide	6/14/2021
PC Solutions & Integration Inc	http://www.pcsolutions.us/	Natasha Rolle	natasha@pcsusa.net	305-667-0633		4937 SW 75th Ave	Miami	FL	33155		Statewide	6/14/2021
Presidio Networked Solutions, LLC	http://www.presidio.com/	Dustin Caldwell	dcaldwell@presidio.com	407-641-0472		5337 Millenia Lakes Blvd., Suite 300	Orlando	FL	32839		Statewide	6/14/2021
Prosys Information Systems, Inc.	http://www.prosysis.com/	Lilly Leming	Lilly.Leming@prosysis.com	786-231-0022		9725 NW 117th Ave #420,	Miami	FL	33178		Statewide	6/14/2021
R2 Unified Technologies, LLC	http://www.r2ut.com/	Jason Doherty	jason.doherty@r2ut.com	561-515-6914		980 N. Federal Hwy, Ste 410	Boca Raton	FL	33498		Statewide	6/14/2021
Sentinel Technologies, Inc.	http://www.sentinel.com/	Paul Wiercioch	pwiercioch@sentinel.com	630-769-4274		6750 N Andrews Ave Suite 200	Ft Lauderdale	FL	33309		Statewide	6/14/2021
SHI International Corp	https://www.shi.com/	FloridaTeam	FloridaTeam@shi.com	888-764-8888		290 Davidson Ave	Somerset	NJ	08873		Statewide	6/14/2021
Total Communications, Inc	https://www.totalcomm.com/	Rhonda Tassie	RhondaTassie@totalcomm.com	860-622-4010		333 Burnham Street	East Hartford	CT	06108		Statewide	6/14/2021
TTEC Digital, LLC	https://ttecdigital.com/	Adrian Horton	adrian.horton@ttecdigital.com	518-229-7685		6312 S. Fiddler's Green Circle, Suite 100N	Greenwood Village	CO	80111		Statewide	1/14/2025
United Data Technologies, Inc.	http://udtonline.com/	Inside Sales	vborja@udtonline.com	954-308-5232		2900 Monarch Lakes Blvd. Ste 300	Miramar	FL	33027		Statewide	6/14/2021
Veytec, Inc.	http://www.veytec.com/	Terri Lugo	tlugo@veytec.com	407-849-6391	2542	2418 Silver Star Road	Orlando	FL	32804		Statewide	6/14/2021
World Wide Technology, LLC	http://www.wwt.com/	Carol Harting	Carol.Harting@wwt.com	314-995-6103		1 World Wide Way	St Louis	MO	63146		Statewide	6/14/2021

Cisco Confidential

Exhibit A ITEM # 17: CARAHSOFT TECHNOLOGY CORPORATION
TIPS Contract- 220105 Expiration 05/31/2027

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:
Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

Print

VENDOR Carahsoft Technology Corporation

11493 Sunset Hills Road Reston VA,20190

WEBSITE www.carahsoft.com

SERVICE/PRODUCTS DESCRIPTION

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity and a focus on strategic vendor relationships.

CONTRACT: **220105** **Technology Solutions Products and Services**
End Date: May-31-2027 EDGAR COMPLIANCE: View Doc.

Copyright 2005-2025 The Interlocal Purchasing System | Lead agency Region 8 ESC

TIPS VENDOR AGREEMENT

Between Carahsoft Technology Corporation **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial "five-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Carahsoft Technology Corporation

Address 11493 Sunset Hills Road, Suite 100

City Reston State VA Zip 20190

Phone 703-871-8500 Fax 703-871-8505

Email of Authorized Representative sales@carahsoft.com

Name of Authorized Representative Kristina Smith

Title Director of Contracts

Signature of Authorized Representative Kristina Smith

Date 2/10/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 5-23-2022

Docusign Envelope ID: 79999991-8B9D-4CDF-A9AF-8EF8D288ADE1

Exhibit A - ITEM #18 : DOF CREATIONS LLC (RESELLER OF FORTNIET)

Omnia Partners Contract- 01-154 expiration 11/30/2026 with option to extend through 11/30/2027)

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 13, 2025

Mr. Felix Alvarez
Director of SLED Contracts
Fortinet, Inc.
899 Kifer Road
Sunnyvale, CA 94086

Sent via email to: falvarez@fortinet.com

Re: Renewal of Region 14 ESC Contract #01-154, IT Security Products and Data Protection Solutions

Dear Mr. Alvarez:

Region 14 Education Service Center is pleased to announce that it is renewing contract #01-154, IT Security Products and Data Protection Solutions for the period December 1, 2025, through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

DocuSign Envelope ID: 9B0C3DA4-7F48-4B24-BB04-11C700CC842D

NCPA /Omnia Partners Fortinet Contract 01-154 - Authorized Reseller Partners

Reseller Name	Contact	Email
11:11 Systems	Heath Johnson	hjohnson@1111systems.com
5S Technologies	Michael Overton	michael.overton@5stechnologies.com
ACC Technical Services, Inc (Acctek)	Paul White	pwhite@acctek.com
Ahead, Inc.	Brooks Souders	brooks.souders@ahead.com
Airgap Labs LLC	Frank Wang	fwang@airgaplabs.com
All Covered	Adam Goebel	agoebel@allcovered.com
AMS.NET	Thomas Vasconi	tvasconi@ams.net
Aquila, Inc.	Aaron Jaramillo	aaronj@aquilagroup.com
Aspire Technology Partners, LLC	Daniel Bongiovanni	teamaspire@aspiretransforms.com
BCI, Inc.	Robin Carpenter	rcarpenter@bcianswers.com
Blackhawk Data	Maryanne Pagano	mpagano@blackhawk11.com
BorderLAN Security	Diane Rogers	diane@borderlan.com; deena@borderlan.com
C2 Enterprises	Phil Thompson	philip.thompson@c2itsystems.com
Carolina Advanced Digital	Susan Jabbusch	susan@cadinc.com
Carousel Industries of North America, LLC	Lauren Testa	ltesta@carouselindustries.com
Chromis Technology, LLC	Zach Garcia	zgarcia@chromis.com
Compuquip Cybersecurity	Luis Santiago	lsantiago@compuquip.com
Computacenter	Mitzi Justice	mitzi.justice@computacenter.com
CCNY Tech	Jason Germond	jason.germond@ccnytech.com
Continental Resources, Inc. (ConRes)	Lou Novakis	lnovakis@conres.com
Converge Technology Solutions	Lynda Thomas	ContractSalesSupport-PublicSector@convergetp.com
DataFree'd	Mike Phalovich	mpuhalovich@datafreed.com
DGR Systems	Amanda Dugger	adugger@dgrsystems.com
DOF Creations, LLC.	Saeed Gordon	sbgordon@dofcreations.com
Dox Electronics	Ken Schwartz	kens@doxnet.com
DyntekServices (Exclusive Networks)	Darlene Pricher	darlene.pricher@dyntek.com
EduTek Ltd	Mario Caligiuri	mario.caligiuri@edutekltd.com
ePlus Technology, Inc.	Amy Knower	Amy.Knower@eplus.com
ESX Technology Solutions	Renee Ramirez	rramirez@esxtech.com
Gulf South Technology Solutions, Inc	James Moak	james@gulfsouthtech.com
GST	Phillip Lin	phillipl@gstinc.com
Heartland Business Solutions	Partner Relations	inquiry@hbs.net
Hypertec USA	Mike Marracino	mmarracino@hypertec.com
iConvergence	Beau Peyton	beaup@iconvergence.com
Infobond	Jo Davalos	wyragui@infobond.com; jdavalos@infobond.com
In-Telecom Consulting LLC	Shawn Torres	storres@in-telecom.com
InterDev LLC	Gary Nichols	GNichols@Interdev.com
ISG Technology	Michael Reece	mreece@isgtech.com
ISSQUARED, Inc.	Lee Craft-Gobeille	curt.hedges@ncanet.com; lee.craft@ncanet.com
Katalyst	Luke Johnson	ljohnson@katalystng.com
Layer 3 Communications	Paula Sands	psands@layer3com.com
Layer8 Consulting	Elden Quesinberry	equesinberry@L8C.com
Liquid Networx	Robert Short	Ateam@liquidnetworx.com
Mission Critical Systems	Maryanne Caruso	mcaruso@locked.com
MXN Corporation (Exclusive Networks)	Deborah Arnett	insidesales@mxncorp.com
Nth Generation Computing Inc	Steve Jung	Steve.Jung@nth.com
NetSync	Jeff Barker	jbarker@netsync.com
Network Experts of New York	Anu McGowan	anu@albany-technology.com
PC Solutions & Integration (Exclusive Networks)	David Rudnick	david@pcsusa.net
Peak Methods	Jennifer McCuistian	peak.accounting@peakuptime.com; Jennifer.McCuistian@peakuptime.com
PIER Group LLC	Chad Williams	cwilliams@piergroup.com
PNG Telecommunications Inc., dba Powernet	Tony Wells	twells@powernetco.com
PNW Security LLC	Derek Hanson	derek@pnwsecurity.com
Presidio	Jackie Arnett	jarnett@presidio.com
Prosys	Mitzi Justice	mitzi.justice@prosysis.com

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Seamless Advanced Solutions	Steven Frank	sfrank@sas-us.com
Secure Cyber Defense LLC	Judy Brinegar	jbrinegar@secdef.com
Scientel Solutions	Glenn Luckman	gluckman@scientelsolutions.com
SHI	Hannah Visbeen	PS_Contracts@shi.com
Sun Management	John Samuel	jsamuel@sunmanagement.net
Structured Communication Services, Inc.	Casey Richmond	crichmond@structured.com
Step CG	Luke Gurekovich	lgurekovich@stepcg.com
Surelock Technology	Guy Anderson	ganderson@surelocktechnology.com
TekLinks dba C Spire Business	Nicky Hobbs	nhobbs@cspire.com
Terawolf Technologies Inc	Gaylord Van Brocklin	gvb@terawolf.com
Universal Data	Stephanie Kavanaugh	skavanaugh@udi.com
United Data Technologies	Mike Hendrix	mhendrix@udtonline.com
Verinext	Drew Campbell	drew.campbell@verinext.com
Vector Resources, Inc. dba VectorUSA	Briana Borrenpohl	bfernandes@vectorusa.com
World Wide Technologies	Matt Lang	Matthew.Lang@wwt.com; Carol.Harting@wwt.com
Xigent Solutions	Barb Canham	barbcanham@xigentsolutions.com;
Xiologix LLC	Sheryl Still	inside_sales@xiologix.com
Xtel Communications	Harbinder Goraya	harbinder@xtel.net
Zivaro	Sean McCroskey	smccroskey@zivaro.com

Exhibit A- ITEM # 19: SOUTHERN COMPUTER WAREHOUSE, INC

TIPS Contract- 230105 Expiration 05/31/2028

AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: scwbids@scw.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW | DUE DILIGENCE | CONTACTS | PRINT PROFILE

Print

VENDOR	Southern Computer Warehouse Inc
	1395 S Marietta Pkwy Bldg 300 Ste 106 Marietta GA,30067
WEBSITE	www.scw.com
SERVICE/PRODUCTS DESCRIPTION	Established in 1994, SCW is a nationwide added-value reseller of computer hardware, software and peripherals. We partner with over 3,000 manufacturers and offer over 1,000,000 items. Please feel free to browse our online website located at www.scw.com. This website is monitored with live chat assistance, should you need any help finding what you are looking for. We have a dedicated Account Manager and back-up team ready and able to assist with all of your IT needs, no matter how big or small. You will always reach a live person 8:00 am to 5:30 pm Monday through Friday!

CONTRACT: **230105** **Technology Solutions Products and Services**
End Date: May-31-2028 EDGAR COMPLIANCE: View Doc.

CONTRACT: **230901** **Audio Visual Equipment, Supplies, and Services**
End Date: Nov-30-2026 EDGAR COMPLIANCE: View Doc.

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TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Southern Computer Warehouse

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Southern Computer Warehouse

Vendor Address: 1395 S Marietta Pkwy Bldg 300 Ste 106

City: Marietta State: GA Zip Code: 30067

Vendor Authorized Signatory Name: Valerie State

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 770-579-8927

Vendor Authorized Signatory Email: valerie.state@scw.com

Vendor Authorized Signature: Valerie State Digitally signed by Valerie State Date: 2023.02.16 18:35:22 -05'00' Date: 02/16/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/11/2023

DocuSign Envelope ID: F0D8D989-479D-424C-AAF5-4D879B30C0C4

Exhibit A item # 20: AVIXUM (RESELLER OF TD SYNNEX CORP)
(OMNIA Contract - 01-170 Expiration 12/31/2026 with option to extend 12/31/2028)

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 14th, 2023

TD SYNNEX Corporation
ATTN: Edward W. Somers
39 Pellham Ridge Drive
Greenville, SC 29615

Dear Edward:

Region XIV Education Service Center is happy to announce that TD SYNNEX Corporation has been awarded an annual contract for Advanced Technology Solutions Aggregator based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and TD SYNNEX Corporation

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Shane Fields
8998FD6E54EE4E7...

Shane Fields
Region XIV, Executive Director

Docusign Envelope ID: 07B314A4-5D2D-42D3-96D6-975E39CF5E11

TD SYNNEX Public Sector

OMNIA PARTNERS

Reseller Name	Full Name	Diversity Status	City	State
1st Run Computer Services	Rhea Schultzberg	SB	Roslyn	NY
22Vets Technologies	Rob Purcell		Antioch	IL
525 Technologies	Travis Bozeman		Lawrenceville	GA
954 Consultants	Kassidy Graham	MO	Oakland Park	FL
ABACUS INFORMATION TECHNOLOGY, LLC	Eric Ziobro		New York	NY
Abico, LLC	Gaurav Budhiraja	Small Business	Cary	NC
ABTECH TECHNOLOGIES, INC.	Dana Collins	SB	Vista	CA
Access Wireless Data Solutions	Dave Schwarz		Lutz	FL
Accudata Systems, LLC	David Corwin		Houston	TX
ACE IT Innovations	Adam Blum		Timmonsville	SC
ACTURE SOLUTIONS, INC	MaryLynn Etta	845-629-7088	SCHENECTADY	NY
ADVANCED DIGITAL SOLUTIONS INTL	Fredrick Solomon	SB, MO	Las Vegas	Nevada
Advanced Innovative IT Solutions (AIIS)	Antonio Williams	SDVOSB, MO	Ludowici	GA
Advanced Network Management (ANM)	Shala Pelloni		Albuquerque	NM
Advantage Technology LLC	Michael Ferrari	None	Charleston	WV
Advizex	Scott Hess		Independence	OH
AEC Group, LLC	Jeffrey Waag	Women Owned Entity (WBENC Certified)	Oakdale	Pennsylvania
Ahavahprem Software Corporation	Murthy Pothuraju	SB, WO, MO	Thousand Oaks	CA
Ahead Inc	Peter Theodore		Birmingham	AL
AIP US, LLC	MIN WANG	MBE	Millburn	NJ
AirGap Labs LLC	Frank Wang		Irvine	Ca
Akins IT Inc	Michelle McKerman		Newport Beach	CA
Alchemy Technology Group, LLC	Graham Upton		Houston	TX
All Covered, a Division of Konica Minolta Business Solutions USA, Inc. formerly Compuquip	Michael Parezo		Charlotte	NC
Alpha Technologies, Inc.	AJ Conny	SDVOSB	Hurricane	WV
Alternative Information Systems	Herbert Guth	SMB	Buffalo	New York
American Sound & Electronics, Inc.	Matt Camden		Covington	KY
American Wordata, Inc. AW Data	Tyler Fogle	EDWOSB, WOSB, DBE	Tampa	FL
APEX Digital Imaging, Inc.	Milton Jones	Service-Disabled Veteran-Owned Small Business, Black American Owned	Tampa	FL
Apex Omnisource	Patrick Ballard	SDVOSB	Watkinsville	GA
Applied Data Tech	Lisa Windle		Charlotte	NC
Applied Technology Group	Lori Barnes	SB, WO	Bakersfield	CA
Applied Technology Services - ATS	Rich Weaver	WBE, WOSB, DBE	Middle River	MD
ArchAngel Education Technology	Coby Garrett		North Miami Beach	FL
Archive Data Solutions	Amy Holt		Westerville	OH
Ardham Technologies, Inc.	Shay Daves	SB	Albuquerque	NM
Arey Jones Educational Solutions	Sydney Bensinger	na	San Diego	CA
Arraya Solutions, INC	Ed Greene		BLUE BELL	PA
ARTILUS, INC	Christopher Milian		Bristol	PA
Aspire Technology Partners, LLC	Robin Schmidt		Eatontown	NJ
Associated Data Products Inc.	Stan Jensen	SB	Shreveport	LA
Asterisk Dot Asterisk Technologies DBA ADA Technologies	Steven Franco		Austin	TX
Atlantic Computing Technology Corp.	Kevin Dowd	SB	Niantic	CT
Avexon, LLC	Kerri Glynn	Women owned	metairie	Louisiana
AVIDEX INDUSTRIES LLC DBA AVIDEX	Lindsay Martinez		Redmond	WA
AVISPL LLC	Steve Benjamin		Tampa	FL
Avixum	Chris Kitson		Fort Myers	FL
Avvid Consulting LLC dba Avvid IT Solutions	Barry Beitz		Gilbert	AZ
AXCELERATE NETWORKS INC	Monique Ortiz	SB	San Jose	CA
BAILEY COMPUTING TECHNOLOGIES INC	Chase Boles	SB	Gray	TN
BB2 Technology Group, Inc.	James Bartlett		Dana Point	CA
Better Direct, LLC	Diana Zhong	SB, HUBZone, SDVOSB, SDB	Tempe	AZ
Bird Rock Systems Inc	Jack Rentz		San Diego	CA
BIT Direct Inc	Robert Daly	WO	Tampa	FL
BlackHawk Data LLC	Lauren Bretton	WBE	New York	NY
BLACKPOINT IT SERVICES INC	Julie Castronuevo		Kent	WA
BLUE SOURCE GROUP, INC.	Jared Abramson	8(a), MBE	OLNEY	MD
BlueAlly Technology Solutions, LLC	Miriam Rodrigue	SB	Cary	NC
BorderLAN Inc.	Andy Lahm		San Marcos	CA
Bridge Data Solutions	Michelle Brichard		Redmond	WA
Brightcentra, Inc.	Frederick Wick	SB	South San Francisco	California
Burwood Group	Dani Lockett		Chicago	IL
BUY A COMPUTER, CORP	Judah Zelik		Monroe	NY
Byte Works	Lisa Thiele		Duluth	GA
Call One Inc	Dawn Mays	WBENC	Cape Canaveral	FL
Cambridge Computer Services, Inc.	Joe Heitmeyer		Waltham	MA
CampbellNet Solutions	Donald Campbell	SBE	Fairport	NY
CARBONHELIX LLC	David DeLozier	SB	Cheyenne	WY
Carolina Advanced Digital, Inc.	Julie Allen	SDVOSB	Siler City	NC
Carousel Industries	Kathy Thomas	N/A	Exeter	RI
CARROLLWOODS, INC. D.B.A CARROL COMMUNICATIONS	BYRON CARROLL		Longs	SC
Cashel Corporation DBA Integrated Media Systems	Craig Petorella		Costa Mesa	CA
CB20 INC	Thomas Franceski	None	Saratoaga	NY
CBTS Technology Solutions	Steve Lankard		Cincinnati	OH

Exhibit A item # 21: KOVA CORP
GSA Contract - GS-35F-011BA Expiration 10/14/2028

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service
Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: GSAAdvantage.gov.

Multiple Award Schedule (MAS)
FSC Large and Subgroup:
Information Technology, IT Hardware
Information Technology, IT Software
Miscellaneous, Complementary SINs
FSC Class(es)/ Product Code(s):
7822, 7A21, DB02, 0000
Contract Number: GS-35F-011BA
For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.
Contract Period: October 15, 2018– October 14, 2028

Contractor:
KOVA, CORP.
102 E BAY AVE STE J
MANAHAWKIN, NJ 08050-3175

Business Size: Small business

Telephone: 800-204-5200
FAX Number: 800-879-0720
Web Site: www.kovacorp.com
E-mail: CSilva@kovacorp.com
Contract Administration: Chris Silva

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to item descriptions and awarded price(s):

33411 - Purchasing of New Electronic Equipment 511210 - Software Licenses
54151- Software Maintenance Services
811212 - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
ANCILLARY- Ancillary Supplies and Services
OLM - Ancillary Supplies and Services

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

33411	KOVA-BEEPTONE	$344.69
54151	KOVA-ENT-FAULT-TOL-LIC	$8,414.53
511210	KOVA-RC-Sec	$115.19
811212	KOVA-MAINTENANCE-GOLD-PLAN-GOVT-EXTENDED	25% of solution list price

1c.

ANCILLARY	KOVA-INST-CONSULT	$161.99

2. Maximum Order:
33411: $500k
54151: $500k
811212: $500k
ANCILLARY: $250k

3. Minimum Order: $100.00

4. Geographic Coverage (delivery Area): 50 United States; DC; Territories

5. Point(s) of production (city, county, and state or foreign country): Manahawkin (Ocean), NJ

6. Discount from list prices or statement of net price: Government net prices (discounts already deducted).

7. Quantity discounts: 1% for single task orders exceeding $100K, 2% for single task orders exceeding $300K, 3% for single task orders exceeding $500K, and 4% for single task orders exceeding $700K

8. Prompt payment terms: ½% 20 days Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin): None

10a. Time of Delivery (Contractor insert number of days): Specified on the Task Order

10b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: Contact Contractor

10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact Contractor

10d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery: Contact Contractor

11. F.O.B Points(s): Destination

12a. Ordering Address(es): Same as Contractor

12b. Ordering procedures: For supplies and services, the ordering procedures, see Federal Acquisition Regulation FAR 8.405-3.

13. Payment address(es): Same as company address

14. Warranty provision.: Contractor's standard commercial warranty.

15. Export Packing Charges (if applicable): N/A

16. Terms and conditions of rental, maintenance, and repair (if applicable): N/A

17. Terms and conditions of installation (if applicable): N/A

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A

18b. Terms and conditions for any other services (if applicable): N/A

19. List of service and distribution points (if applicable): N/A

20. List of participating dealers (if applicable): N/A

21. Preventive maintenance (if applicable): N/A

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **N/A**

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology ICT products and services and show where full details can be found e.g. contractor's Website or other location. ICT accessibility standards can be found at: https://www.Section508.gov/. www.kovacorp.com

23. UEI number: DLA4XPA86LB1

DocuSign Envelope ID: D0217B95-79CA-4F29-A39A-941889BF9FEE

Sourcewell

Solicitation Number: RFP #120122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RingCentral Inc., 20 Davis Drive, Belmont, CA 94002 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: D0217B95-79CA-4F29-A39A-941889BF9FEE

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

3/29/2023 | 7:44 PM CDT
Date: _____

RingCentral Inc.

DocuSigned by:
By: Stacy Schwartz
CCD0EC03B69D45B...
Stacy Schwartz
Title: VP Sales, U.S. Public Sector and Education

3/30/2023 | 3:10 PM CDT
Date: _____

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

3/30/2023 | 3:14 PM CDT
Date: _____

Docusign Envelope ID: 530D1279-DA74-4BAC-A97D-4F978CCF23CB

Exhibit A item # 23: TIMMONS GROUP, INC
Fairfax County Contract - 1000012024 Expiration 01/31/2026

AMENDMENT

Date: May 14, 2025

AMENDMENT NO. 6

CONTRACT TITLE: IT Staff Augmentation

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Timmons Group, Inc. 1001 Boulder Parkway, Suite 300 Richmond, VA 23225	1000012024	4400005636

By mutual agreement, Contract 4400005607 is amended to extended for five (5) months at existing prices, terms and conditions, effective September 1, 2025 through January 31, 2026.

Provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: _____ Principal
(Signature) (Title)

Lowell Ballard 05.13.2025
(Printed) (Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...
Lee Ann Pender, CPPB
Director/County Purchasing Agent

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
FCPS – jrwelsh@fcps.edu
DIT – Michele Breckenridge/e
DIT – Tanesha Sherrod/e
Contractor – e-mail: lowell.ballard@timmons.com

Contract Specialist III – Yong Kim
ACS – Team 1

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:**711, **Fax:** 703-324-3228

CENTRALSQUARE

Exhibit A item # 24: CENTRAL SQUARE TECH ANNUAL MAINTENANCE FEE

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-181532
Start Date: October 1, 2024
End Date: September 30, 2025
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
NMBPD Finance Department, NMBPD Finance Department
North Miami Beach Police Department
16901 NE 19th Ave
North Miami Beach, FL 33162
305-949-5500

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ONESolution Accident Annual Maintenance Fee	1	793.67 USD
2.	ONESolution Accident Wizard Annual Maintenance Fee	1	5,532.20 USD
3.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	4	1,268.76 USD
4.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	110	2,790.59 USD
5.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	697.28 USD
6.	ONESolution CAD Resource Monitor Display License With Maps Site License Upgrade Annual Maintenance Fee	1	1,077.35 USD
7.	ONESolution Calls For Service Annual Maintenance Fee	1	837.22 USD
8.	ONESolution Citations Module for Traffic Annual Maintenance Fee	1	581.31 USD
9.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	2	761.56 USD
10.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	12,605.70 USD
11.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	3	571.45 USD
12.	ONESolution Daily Activity Annual Maintenance Fee	1	738.73 USD
13.	ONESolution Document Scanning and Storage	1	1,635.03 USD
14.	ONESolution Field Contacts Annual Maintenance Fee	1	581.31 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

15.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	5,814.47 USD
16.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	5,688.70 USD
17.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	9,708.94 USD
18.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	1,904.63 USD
19.	ONESolution MFR Client Annual Maintenance Fee	1	4,445.04 USD
20.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	2,539.01 USD
21.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	130	6,402.59 USD
22.	ONESolution MFR-Arrest Affidavit Custom Form Annual Maintenance Fee	1	6,147.04 USD
23.	ONESolution MFR-Handheld Citation Custom Form Annual Maintenance Fee	1	117.13 USD
24.	ONESolution Miscellaneous Interfaces Annual Maintenance Fee	1	1,023.66 USD
25.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	2,221.81 USD
26.	ONESolution Mobile Field Reporting Server Site License Upgrade Annual Maintenance Fee	1	4,445.04 USD
27.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	3,437.55 USD
28.	ONESolution OSMCT Upgrade Annual Subscription Fee	1	0.00 USD
29.	ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	581.31 USD
30.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
31.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,321.90 USD
32.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,321.90 USD
33.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	2,611.24 USD
34.	ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	8,201.19 USD
35.	ONESolution Residential Security Watch Annual Maintenance Fee	1	697.28 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

36.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	898.51 USD
37.	ONESolution RMS Training Module Annual Maintenance Fee	1	687.51 USD
38.	OSSI MCT Client-PDA Annual Maintenance Fee	1	119.49 USD
39.	RMS Miscellaneous Products Annual Maintenance Fee	1	687.52 USD
40.	RMS Natural Death Annual Maintenance Fee	1	2,212.05 USD

Renewal Order Total:	103,707.67 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Exhibit A item # 25: CROWN CASTLE FIBER , LLC
ANNUAL CITYWIDE INTERNET SERVICE

CROWN CASTLE

Bill To:

169191 24430 S007425

007425
CITY OF NORTH MIAMI BEACH
RICARDO CASTILLO
PO # 210200
17011 NE 19TH AVE RM 304
NORTH MIAMI BEACH FL 33162-3111

Remittance for Invoice

Customer ID:	B29025
Legacy ID:	
Invoice:	1911723
Invoice Date:	08/01/2025

Due Date:	08/30/2025
Terms:	Net 30 Days

Total Current Charges	**$1,955.00**
Late Payment Charge	$0.00
Grand Total (USD)	**$1,955.00**

Wire / ACH Information:

JP Morgan Chase Bank
Crown Castle Fiber LLC
Acct #: 198710895
ABA #: 021000021

For Billing or Payment Inquiries:
Billing: fiberbillinghd@crowncastle.com
Phone: (855) 91-FIBER(34237)

Please include the remittance below with your mailed payment.

Thank you for your business.

For California Customers Only
Additional information is available at https://www.crowncastle.com/pdfs/california-customers.pdf

For New York Customers Only
Additional information is available at https://www.crowncastle.com/new-york-customers.pdf

Please Remit Payments to:

Crown Castle Fiber LLC
PO Box 28730
New York, NY 10087-8730

Customer:	City of North Miami Beach
Customer ID:	B29025
Invoice:	1911723
Total Amount Due (USD)	**$1,955.00**
Amount Enclosed:	$

Continued

CROWN CASTLE

Bill To:

CITY OF NORTH MIAMI BEACH
RICARDO CASTILLO
PO # 210200
17011 NE 19TH AVE RM 304
NORTH MIAMI BEACH FL 33162-3111

Invoice

Customer ID: B29025
Legacy ID:
Invoice: 1911723
Invoice Date: 08/01/2025

Due Date: 08/30/2025
Terms: Net 30 Days

QTY	SERVICE DESCRIPTION	NRC/ MRC	Billing Period Start Date	Billing Period End Date	Service Base Rate	Extended Amount
1	**Service #: S387787** **Internet . 2Gbps . Dedicated Internet Access** CircuitID: /VDP-/0000137850//FN/ (1) NMBHFLBPH04 - NMBHFLBPH04 CustCircuitID: S185948 **A: 17011 NE 19th Ave 3rd Floor North Miami Beach FL 33162** Z: 17011 NE 19th Ave 3rd Floor North Miami Beach FL 33162	MRC	09/01/2025	09/30/2025	$1,955.00	$1,955.00

Total Service Charges	**$1,955.00**
Total Taxes and Fees	**$0.00**
Total Current Charges	**$1,955.00**
Late Payment Charge	$0.00
Grand Total (USD)	**$1,955.00**
Due Date: 08/30/2025	

Please Remit Payments to:

Crown Castle Fiber LLC
PO Box 28730
New York, NY 10087-8730
FiberAcctsReceivable@crowncastle.com

Wire / ACH Information:

JP Morgan Chase Bank
Crown Castle Fiber LLC
Acct #: 198710895
ABA #: 021000021

For Billing or Payment Inquiries:
Billing: fiberbillinghd@crowncastle.com
Phone: (855) 91-FIBER(34237)

Bill To:

169191 24615 S007505

007505 CITY OF NORTH MIAMI BEACH
RICARDO CASTILLO
PO# 210201
17011 NE 19TH AVE RM 304
NORTH MIAMI BEACH FL 33162-3111

Remittance for Invoice

Customer ID:	B16111
Legacy ID:	
Invoice:	1911844
Invoice Date:	08/01/2025

Due Date:	08/30/2025
Terms:	Net 30 Days

Total Current Charges	**$6,391.87**
Late Payment Charge	$0.00
Grand Total (USD)	**$6,391.87**

Wire / ACH Information:

JP Morgan Chase Bank
Crown Castle Fiber LLC
Acct #: 198710895
ABA #: 021000021

For Billing or Payment Inquiries:
Billing: fiberbillinghd@crowncastle.com
Phone: (855) 91-FIBER(34237)

Please include the remittance below with your mailed payment.

Thank you for your business.

For California Customers Only
Additional information is available at https://www.crowncastle.com/pdfs/california-customers.pdf

For New York Customers Only
Additional information is available at https://www.crowncastle.com/new-york-customers.pdf

Please Remit Payments to:

Crown Castle Fiber LLC
PO Box 28730
New York, NY 10087-8730

Customer:	City of North Miami Beach
Customer ID:	B16111
Invoice:	1911844
Total Amount Due (USD)	**$6,391.87**
Amount Enclosed:	$

Continued

CROWN CASTLE

Bill To:

CITY OF NORTH MIAMI BEACH
RICARDO CASTILLO
PO# 210201
17011 NE 19TH AVE RM 304
NORTH MIAMI BEACH FL 33162-3111

Invoice

Customer ID: B16111
Legacy ID:
Invoice: 1911844
Invoice Date: 08/01/2025

Due Date: 08/30/2025
Terms: Net 30 Days

QTY	SERVICE DESCRIPTION	NRC/ MRC	Billing Period Start Date	Billing Period End Date	Service Base Rate	Extended Amount
1	**Service #: S307616** **Ethernet . 500Mbps . Ethernet LAN (E-LAN)** CircuitID: /KRE5/0000140225//FN/ (1) NMBHFLBPH04 - COCYFL10O0A **A: 17011 NE 19th Ave 3rd Floor North Miami Beach FL 33162** Z: 17011 NE 19th Ave 3rd Floor North Miami Beach FL 33162	MRC	09/01/2025	09/30/2025	$738.00	$738.00
1	**Service #: S307617** **Ethernet . 500Mbps . Ethernet LAN (E-LAN)** CircuitID: /KRE5/0000140226/// (0) NMBHFLCDH05 - NMBHFLCDH05 **A: 16901 NE 19th Ave 1st Floor North Miami Beach FL 33162** Z: 16901 NE 19th Ave 1st Floor North Miami Beach FL 33162	MRC	09/01/2025	09/30/2025	$738.00	$738.00
1	**Service #: S307618** **Ethernet . 500Mbps . Ethernet LAN (E-LAN)** CircuitID: /KRE5/0000140228//FN/ (1) NMBHFLNKH01 - NMBHFLNKH01 **A: 1965 NE 151st St 1st Floor Miami FL 33162** Z: 1965 NE 151st St 1st Floor Miami FL 33162	MRC	09/01/2025	09/30/2025	$738.00	$738.00
1	**Service #: S307619** **Ethernet . 200Mbps . Ethernet LAN (E-LAN)** CircuitID: /KRE2/0000140230//FN/ (1) NRLNFLAGH04 - COCYFL10O0A **A: 19150 NW 8th Ave 2nd Floor Miami FL 33169** Z: 19150 NW 8th Ave 2nd Floor Miami FL 33169	MRC	09/01/2025	09/30/2025	$601.00	$601.00
1	**Service #: S307620** **Ethernet . 100Mbps . Ethernet LAN (E-LAN)** CircuitID: /KRE1/0000140227//FN/ (1) MIAPFLOYH03 - NMIAFLANW00 **A: 2101 NE 159th St 1st Floor Miami FL 33162** Z: 2101 NE 159th St 1st Floor Miami FL 33162	MRC	09/01/2025	09/30/2025	$456.00	$456.00

QTY	SERVICE DESCRIPTION (continued)	NRC/ MRC	Billing Period Start Date	Billing Period End Date	Service Base Rate	Extended Amount
1	**Service #: S307621** **Ethernet . 500Mbps . Ethernet LAN (E-LAN)** CircuitID: 156235-ENET-CCF **A: 1601 NE 164th St 1st Floor Miami FL 33162** Z: 1601 NE 164th St 1st Floor Miami FL 33162	MRC	09/01/2025	09/30/2025	$738.00	$738.00
1	**Service #: S307622** **Ethernet . 200Mbps . Ethernet LAN (E-LAN)** CircuitID: **A: 17820 NW 29th Ct 1st Floor Miami Gardens FL 33056** Z: 17820 NW 29th Ct 1st Floor Miami Gardens FL 33056	MRC	09/01/2025	09/30/2025	$601.00	$601.00

Total Service Charges	**$4,610.00**
Regulatory Cost Recovery Fee	$122.27
Universal Surcharge	$1,659.60
Total Taxes and Fees	**$1,781.87**
Total Current Charges	**$6,391.87**
Late Payment Charge	$0.00
Grand Total (USD)	**$6,391.87**
Due Date: 08/30/2025	

Please Remit Payments to:

Crown Castle Fiber LLC
PO Box 28730
New York, NY 10087-8730
FiberAcctsReceivable@crowncastle.com

Wire / ACH Information:

JP Morgan Chase Bank
Crown Castle Fiber LLC
Acct #: 198710895
ABA #: 021000021

For Billing or Payment Inquiries:
Billing: fiberbillinghd@crowncastle.com
Phone: (855) 91-FIBER(34237)

Exhibit A item # 26: FL DEPARTMENT OF MANAGEMENT SERVICES ANNUAL SUNCOM LONG DISTANCE TELECOM CHARGES

Long Distance Services

SUNCOM Long Distance Services are offered under the contract # DMS-10110-036, and provide a method for customers to place long distance Voice, Fax and Dial-Up Data calls within the Continental United States, Canada, portions of Puerto Rico, as well as certain other countries.

Our large volume purchase of long distance service keeps prices low for our customers. Reliability is also a PLUS - the SUNCOM backbone is available 99.9+% of the time with all calls having a primary and alternate route, which means a high probability of call completion.

Features	Benefits
Uniform dial plan: Dedicated: Use SUNCOM Access Code (typically "8") + 1 + 10-digit number. Switched: Use Local Access Code (typically "9") + 1 + 10-digit number (Some lines may be toll restricted).	Uniformity across the State.
Global access: Use Local Access Code (typically "9") + 011 + Country Code + City/Area Code +	Access to International calls available at a discounted rate.
Additional features (account or authorization codes) are available upon request.	Ability to increase accountability for Long Distance usage.

Should you need additional information or need to make changes to your service please call 1-888-478-6266 option 1.

Long Distance Options

Long Distance Services Additional Information

Place an Order
A' la carte Services

SUNCOM Toll-Free (800) Services Providers

AT&T
Lumen/CenturyLink
NWN
Verizon
Windstream

October 16, 2024

Mr. Ernesto Salazar
City of North Miami Beach
17011 NE 19th Street
North Miami Beach, FL 33162

SUBJECT: Sole Source for inHANCE Impresa CIS

Dear Ernesto,

This letter is to confirm that Harris Computer, inHANCE Division in Tyler Texas is the Sole provider for the Impresa CIS. The products and services include, but are not limited to, user training, customer software modifications, on-site assistance, maintenance and support of Impresa, and interfacing Harris add-on products.

Feel free to contact me if you have any questions regarding this information.

Sincerely,

Debra Laskowski

Debra Laskowski
Account Manager
Harris Computer/inHANCE Division
3800 Paluxy Drive, Suite 540
Tyler, TX 75703
dlaskowski@harriscomputer.com
430.247.5538 direct line

Date: 11/01/2024
Contract #: DC-NMB-11012024
Effective To: 12/30/2025
Prepared By: Deb

Statement of Work – North Miami Beach

This Agreement between the City of North Miami Beach, FL (Purchaser) and TBS dba Harris Local Government – Print & Mail, 2017 E Main Street, Easley SC 29640 ("Harris") confirms the purchase of the following print and mail fulfillment and related services.

Item	Description	Quantity	Unit Price		Extended Price
Managed Print Services:					
1.	**Monthly Utility Bills - Commercial Accounts**	**2,643**	**.252**	**$**	**666.04**
	a. Prints two sides, color ink on 8.5 x 11 white perf paper				
	b. Outgoing envelope				
	c. Courtesy Reply Envelope				
	Postage (Approximate - Actual postage will be passed along at current rate)	**1,893**	**.545**	**$**	**1,031.69**
2.	**Quarterly Utility Bills - Residential**	**17,100**	**.252**	**$**	**4,309.20**
	a. Prints two sides, color ink on 8.5 x 11 white perf paper				
	b. Outgoing envelope				
	c. Courtesy Reply Envelope				
	Postage (Approximate - Actual postage will be passed along at current rate)	**16,924**	**.545**	**$**	**9,223.58**
3.	**Annual Processing/CASS/NCOA**	**1**	**200.00**	**$**	**200.00**

Price is subject to change. The USPS reserves the right to raise prices twice per year in January and July.
For more information, please refer to the USPS website.

The total quantity above is approximate, customers will be invoiced for the actual amount of bills printed and mailed.
Our standard Terms and Conditions apply.

Price assumes print-ready PDF files provided, any edits or alterations to PDF could incur additional fees

Purchaser: North Miami Beach, FL

By:_____Date: _____

Exhibit A item # 28: MAINTENANCE CONNECTION, LLC
ANNUAL CLOUD SERVICE SUBSCRIPTION

Invoice

11500 Alterra Parkway
Suite 110
Austin TX 78758
United States
EIN: 27-1433889

Bill To
City of North Miami Beach
Christopher Bardo
17011 NE 19th Avenue
N Miami Beach FL 33162
United States

Ship To
City of North Miami Beach
Christopher Bardo
17011 NE 19th Avenue
N Miami Beach FL 33162
United States

Invoice #	Customer	Date	Terms	Due Date
INVUS123268	0012R00002CkB8RQAV City of North Miami Beach	11/14/2024	Net 30	12/14/2024

SUBSCRIPTION NAME	PO #	AR Addl Info
Sales Order #SO9373	240668	

Description	Qty	Rate	Tax Rate	Amount
MC Professional Cloud Named User Subscription MC Professional Cloud Named User Subscription Term: 12/17/2024 to 12/16/2025	6	USD 1,692.81	0.00%	USD 10,156.83
MC Express Cloud Named User Subscription MC Express Cloud Named User Subscription Term: 12/17/2024 to 12/16/2025	33	USD 894.31	0.00%	USD 29,512.28

Taxable Subtotal	USD 0.00	USD 0.00
Tax Total 0.00%	USD 0.00	USD 0.00
Non-Taxable Subtotal	USD 39,669.11	USD 39,669.11
Amount Paid	USD 0.00	USD 0.00
Amount Due	USD 39,669.11	USD 39,669.11

Bank Information
Bank Name: PNC Bank
Account Name: Accruent, LLC
Remittance info to remit@accruent.com

Payment via Check
PO Box 679881
Dallas, TX 75267-9881

Payment via ACH
Routing No.: 043000096
Account No.: 1069973016
Swift Code: PNCCUS33

Questions? We're here to help. Email: **customercare@accruent.com**

Invoice

11500 Alterra Parkway
Suite 110
Austin TX 78758
United States
EIN: 27-1433889

NOTE: "Please be advised that the sales tax status on your current invoice may or may not include applicable sales tax. This status is subject to change in the future based on new analyses of current tax treatment and potential regulatory changes. We continuously review our processes to ensure compliance with all relevant laws and regulations."

Bank Information	Payment via Check	Payment via ACH
Bank Name: PNC Bank	PO Box 679881	Routing No.: 043000096
Account Name: Accruent, LLC	Dallas, TX 75267-9881	Account No.: 1069973016
Remittance info to remit@accruent.com		Swift Code: PNCCUS33

DocuSign Envelope ID: CB4FAAFF-0D3D-4144-A198-509447EF1CEB

vertexone™

Exhibit A item # 29: WATERSMART SOFTWARE, INC ANNUAL SOFTWARE RENEWAL

AGREEMENT

This agreement (this "Agreement") is entered into effective as of March 30, 2024 (the "Effective Date"), by and between WaterSmart Software, Inc., a Delaware public benefit corporation (the "Company" or "VertexOne"), and the City of North Miami Beach, a Florida municipal corporation (the "City" or "Utility"). The Company and the City are herein referred to collectively as the "Parties" and each individually as a "Party".

WHEREAS, the Company desires to provide the Services (as defined herein) to the City, and the City desires to purchase the Services from the Company, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **INCORPORATION**. The Software-as-a-Service Provisions attached hereto as Exhibit A, the order forms attached hereto as Exhibit B (the "Order Forms"), and the document titled "VertexOne Digital – VXsmart Program Information" attached hereto as Exhibit C (the "VXsmart Program Overview") (collectively, the "Exhibits") are incorporated herein by reference and made a part hereof. To the extent that the terms set forth in any of the Exhibits are inconsistent or conflict with the terms of this Agreement, the terms set forth in this Agreement shall govern notwithstanding anything in the Exhibits to the contrary. The terms "Agreement", "herein", "hereof", and other similar terms used hereinafter refer to the Agreement as including the Exhibits as parts thereof.
2. **TERM; TERMINATION**. The term of this Agreement shall begin on March 30, 2024 and shall be in effect through September 30, 2025 (the "Initial Term"). The parties may renew the Agreement for additional terms upon mutual written consent (each, a "Successor Term", and together with the Initial Term, the "Term"). During any such Successor Terms, all terms and conditions of this Agreement shall remain in full force and effect unless modified in writing by the Parties. This Agreement may be terminated by either Party if the other Party has materially breached the Agreement and such breach remains uncured for a period of thirty (30) days after written notice of such breach is sent to the breaching Party. This Agreement may be terminated by the City for convenience upon thirty (30) days' written notice by the City to the Company in which event the Company shall be paid its compensation for its performance under this Agreement payable through the termination date.
3. **SERVICES**. Subject to the satisfaction of the terms and conditions of this Agreement and solely during the Term, the Company shall provide the City with the products and services as more particularly described in the Order Forms and the VXsmart Program Overview (the "Services"). The Company shall perform the Services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service contractors serving water utilities in the United States. The Company and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to the City.
4. **PRICE AND PAYMENT**. During the Term, the Company shall provide the City proper invoices for the Services for the amounts (as set forth in the Order Forms, respectively) and on the approximate dates set forth below:
   a. March 30, 2024: $32,451.25
   b. October 1, 2024: $64,902.50
   c. From time to time: any outstanding amount of Transactional Fees (as described in the Order Forms)

   The City shall pay the Company the amount stated in each proper invoice within thirty (30) days of the City's receipt of each such proper invoice provided by the Company during the Term for the Services; *provided, however,* that the City shall be entitled to a fifteen (15)-day grace period following the initial thirty (30)-day period during which no interest or late fees shall accrue or be imposed. Each proper invoice shall conform with all statutory requirements as well as the following City requirements:

   A. COMPANY INFORMATION:
      - The name of the business organization as specified on the contract between City and the Company
      - Date of invoice
      - Invoice number

   B. CITY INFORMATION
      - City Purchase Order Number

   C. PRICING INFORMATION
      - Unit price of the goods/services as contracted
      - Extended total price of goods/services as contracted
      - Applicable discounts

   D. GOODS / SERVICES PROVIDED PER CONTRACT
      - Description
      - Quantity

   E. DELIVERY INFORMATION
      - Delivery terms set forth within the City Purchase Order
      - Location and date of delivery of goods/services

   Each payment shall be payable by check, wire transfer, or other immediately available funds. The Company shall be entitled but not obligated to suspend Services due to delinquent payments. Notwithstanding anything to the contrary herein, all payments are governed by and shall be consistent

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with Florida's Local Government Prompt Payment Act, as set forth in Chapter 218, Part VII, Florida Statutes.

5. **INDEPENDENT CONTRACTOR**. VertexOne is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
6. **INDEMNIFICATION.** The Company shall hold harmless, defend, and indemnify the City and its members, officers, directors, employees, attorneys, agents, and volunteers from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of the gross negligence or willful misconduct of the Company, any of its subcontractors, and anyone employed by any of them in connection with this Agreement. VertexOne's defense and indemnity obligations under this Agreement shall be limited and shall not exceed the payments payable by the City to the Company for Services under this Agreement. The foregoing general defense and indemnity provisions shall not apply to contexts excluded by other express terms of this Agreement. The provisions in this Section regarding limitation of liability shall not apply to the extent prohibited by applicable law.
7. **BILL PAYMENT SERVICES**. If the City elects to make available to its end users optional third-party bill payment services offered by or supported by the Company, which may or may not be integrated within the Company's electronic interfaces, the City acknowledges that such services are provided directly to the City by a third-party independent contractor. Such services shall not be supported by the Company until the City enters into a mutually acceptable commercial agreement directly with such third party which shall govern the City's rights and obligations with respect to such services. The indemnity provisions in this Agreement shall not apply to third-party bill payment services, and any indemnity for such services shall be provided by the referenced third-party provider; provided, however, that the indemnity provisions in this Agreement shall apply with respect to the third-party bill payment services in the event of the Company's gross negligence or willful misconduct.
8. **GOVERNING LAW**. This Agreement and all matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida without regard to the conflict of law provisions thereof.
9. **JURISDICTION**. The Parties hereby agree that any suit, action, or proceeding based on any matter arising out of or in connection with this Agreement or the transactions contemplated hereby, shall be brought exclusively in the federal courts of the United States of America or the courts of the State of Florida, in each case located in Miami-Dade County, Florida. Each Party hereby irrevocably waives, and agrees to not assert in any suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that any such court is an improper or inconvenient venue for such suit, action, or proceeding.
10. **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**
11. **GENERAL**. This Agreement constitutes the entire agreement between the Company and the City regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings or negotiations between the Company and the City, whether written or oral, regarding the subject matter hereof. This Agreement may be amended, modified, or waived only by a writing signed by the Company and the City. The Company represents and warrants to the City that it has the right, power, and authority to enter and fully perform its obligations under this Agreement, and that it has obtained all necessary licenses, permissions, and consents to fulfill its obligations under this Agreement. The Company represents and warrants that the person signing below on its behalf has been duly authorized to execute this Agreement and to thereby bind the Company to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, and this Agreement may not be assigned by either Party without prior written consent which shall not be unreasonably withheld. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held to be void or unenforceable by any competent court or tribunal, the remaining provisions of this Agreement shall continue in full force and effect. No failure or delay by the City in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right or power hereunder. Except as otherwise expressly provided in this Agreement, each Party shall be responsible for its own costs and expenses, including attorneys' fees, that it incurs in connection with any dispute arising out of or relating to this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts (including counterparts delivered via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination, cancellation, or expiration of this Agreement, including, but not limited to, the following provisions: Section 6 (Indemnification),

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Section 8 (Governing Law), Section 9 (Jurisdiction), and Section 12 (Public Records).

12. **PUBLIC RECORDS**. Pursuant to Section 119.0701, Florida Statutes, the Company agrees as follows:
    a. The Company shall keep and maintain public records in the Company's possession or control in connection with the Company's performance under this Agreement. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City. The City will reasonably cooperate with and provide assistance to Company in determining which records are considered public records pursuant to this Section.
    b. Upon request from the City's custodian of public records, the Company shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
    c. Unless otherwise provided by law, all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Notwithstanding, it is always understood that the Company's workpapers and background intellectual property shall remain the sole property of the Company and are not subject to the terms of this Section 12(c).
    d. Upon completion of this Agreement or in the event of termination by either Party, all public records relating to the Agreement in the possession of the Company shall be delivered to the City, at no cost, within fifteen business (15) days. All such records stored electronically by the Company shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Company shall destroy all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that the Company will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated because of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards and all applicable requirements for retaining public records, which will remain subject to the obligations of confidentiality herein.
    e. The Company's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

THE COMPANY SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 119.0701, FLORIDA STATUTES, TO THE EXTENT APPLICABLE TO THE COMPANY. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19TH AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100.

13. **SELF-INSURED; NO WAIVER OF SOVEREIGN IMMUNITY**. The City is a Florida municipal corporation, self-insured, and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
14. **INSURANCE**. The Company shall maintain and carry in full force during the Term the insurance as

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required below, unless waived in writing by the City's Risk Manager.

a. Worker's Compensation Insurance for all employees of the Company as required by Chapter 440, Florida Statutes.
b. Professional liability insurance or other similar form of insurance, which shall provide coverage of not less than $5,000,000 per claim.
c. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate for bodily injury and property damage.
d. If applicable, Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with this Agreement, in an amount not less than $1,000,000 per occurrence.

The Company's insurance as required herein shall constitute primary insurance with respect to performance of this Agreement and in the protection of the City as an additional insured. Upon the City's notification, the Company shall furnish to the City's Procurement Management Division Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined above. To the extent possible, (a) City of North Miami Beach must be shown as an additional insured with respect to this coverage; (b) the mailing address of City of North Miami Beach, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on each certificate of insurance; and (c) the duty to defend contained in each insurance policy must apply to the City and shall survive termination of this Agreement. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Company. The Company shall advise the City of any applicable exclusions in the insurance policies that could affect a suit, action, or proceeding arising under this Agreement. All insurance policies must provide that all legal costs and expenses, including attorneys' fees, are Outside the Policy Limits. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

15. **NON-EXCLUSIVITY.** This Agreement is non-exclusive. In the event that the Company fails to perform any of the Services or fails to provide any of the Services to an adequate level or in the manner agreed to by the Parties under this Agreement, which the City shall determine in its sole and reasonable discretion, the City may engage the services of additional third-party service providers or assign responsibilities to an employee of the City to perform the same or similar services provided by the Company under this Agreement and to assign work to such parties in its sole discretion, subject to any applicable cure, confidentiality, limitations, non-disclosure, prohibitions, and trade secret provisions of the Agreement. Notwithstanding anything herein to the contrary, in the event that the City exercises its rights under this Section, (a) the City shall not allow any third-party service provider to access or use any software or other digital platform or application that is proprietary to the Company; and (b) the Company's rights in its intellectual property shall not be limited, restricted, or otherwise affected.
16. **ANTI-DISCRIMINATION.** The Company certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status, or handicap. The Company further agrees that neither it, nor any parent company, subsidiaries or affiliates are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.
17. **SCRUTINIZED COMPANIES.**
    a. The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification, or if the Company or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
    b. If this Agreement is for more than one million dollars, the Company certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Company, its affiliates, or its subcontractors are found to have submitted a false certification, or if the Company, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, are placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or engaged with business operations in Cuba or Syria during the Term of the Agreement.
    c. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
18. **FOREIGN COUNTRIES OF CONCERN.** Pursuant to Section 287.138, Florida Statutes, if this Agreement involves the City granting the Company access to an

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individual's personal identifying information, the Company acknowledges that it has provided the City with an affidavit signed by an officer or representative of the Company under penalty of perjury attesting that the Company does not meet any of the criteria stated in Sections 287.138(2)(a)–(c), Florida Statutes.

19. **ONLY COMPANY EMPLOYEES**. The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Company any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
20. **NON-APPROPRIATIONS CLAUSE**. This Agreement shall remain in full force and effect only as long as the expenditures provided for in this Agreement have been appropriated by the City Commission of the City of North Miami Beach in the annual budget for each fiscal year of this Agreement, and, accordingly, this Agreement is subject to termination based on lack of funding.
21. **EMPLOYMENT ELIGIBILITY**. Pursuant to Section 448.095(5), Florida Statutes, the Company must:
    a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
    b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes.
    c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request.
    d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
    e. Be aware that a violation of Section 448.09, Florida Statutes (unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.
    f. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Company may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.
22. **REPRESENTATION BY COUNSEL**. It is acknowledged that each Party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
23. **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL BE INTERPRETED AND HAVE EFFECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RULE, OR REGULATION. THIS PROVISION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**
24. **FORCE MAJEURE**. In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, fire, casualty, flood, natural disaster, act of civil or military authority, act of terrorism, strike, lockout, epidemic, pandemic, quarantine, energy crisis, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the Party invoking this section, and if such Party shall have used its commercially reasonable efforts to mitigate effects of such event, such Party shall give prompt written notice to the other Party, upon which its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.
25. **CONFLICTS OF INTEREST**. The Company shall comply, and upon request shall certify its compliance with, any disclosed conflict-of-interest avoidance requirements of the City.
26. **NOTICE**. All notices, claims, demands, and other communications hereunder shall be in writing and sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the Party for whom it is intended at the applicable address(es) specified below. The addresses for receiving notice that are specified below shall remain as such until they are changed by written notice in compliance with the provisions of this Section. Notice may also be sent by electronic means (facsimile or email) provided such notice is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, the City and the Company designate the following as the respective addresses for receiving notice:

    The City:

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Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Email: bids@citynmb.com

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939

The Company:

1321 Upland Dr., Suite 8389
Houston, TX 77043
(214) 576-1000
LegalDL@vertexone.net

27. Upon or before external launch of VertexOne's Services, Utility and VertexOne shall cooperate to mutually approve a press release announcing the parties' relationship, subject to the City Manager's approval. Each Party may disseminate and display such press release and/or its contents and may reference its relationship with the other Party by name and display of the other's logo, online and offline and in subsequent communications with third parties.

[*Remainder of page intentionally left blank. Signature page to follow.*]

vertexone™

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

THE CITY:

CITY OF NORTH MIAMI BEACH,
a Florida municipal corporation

By: _____
Name: Mario Diaz
Title: City Manager

Attest:

_____
Andrise Bernard, MMC
City Clerk

Approved As To Form and Legal Sufficiency For The Use
And Reliance of the City of North Miami Bech Only:

GREENSPOON MARDER, LLP

By: _____
Joseph S. Geller
CITY ATTORNEYS

THE COMPANY:

WATERSMART SOFTWARE, INC.,
a Delaware public benefit corporation

DocuSigned by:

By: _____
2929B544BC9C41D...
Name: Keith Foerster
Title: Chief Financial Officer

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Exhibit A: Software-as-a-Service Provisions

BACKGROUND: VERTEXONE's customer engagement and data analytics services are to be provided primarily by utilization of VERTEXONE's proprietary software hosted on VERTEXONE's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like VERTEXONE are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling VERTEXONE's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.

A. VERTEXONE's reservation of intellectual property rights VERTEXONE has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("VERTEXONE IP"). Utility acknowledges that VERTEXONE owns and shall own all intellectual property rights in and to deliverables hereunder, the VERTEXONE IP and derivative works of VERTEXONE IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by VERTEXONE, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by VERTEXONE. If and to the extent any such assignment is ineffective, Utility hereby grants to VERTEXONE a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the Term of the Agreement access and use the VERTEXONE SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Utility by VERTEXONE, and applicable bill presentment services, for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Utility enters into an agreement with a third-party contractor of VERTEXONE related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by VERTEXONE and its licensors.

B. Utility's cooperation in providing necessary inputs Deliverables to be provided by VERTEXONE via its proprietary software require certain data from Utility. Utility shall provide VERTEXONE with those data, records, reports,

approvals and other inputs as reasonably requested by VERTEXONE in connection with its provision of the Services. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with VERTEXONE subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall promptly provide its inputs. If bill payment services are included in the Services, Utility shall cooperate with VERTEXONE and its applicable third-party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such services. VERTEXONE shall not be responsible for delays outside VERTEXONE's control, and deadlines for VERTEXONE's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and VERTEXONE's use of aggregated data All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to VERTEXONE to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement. Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third party acts; limitation of liability for SaaS services In the event that VERTEXONE's services fail to meet specifications or other requirements as set forth in or as contemplated by this Agreement, and without limiting Utility's authority to terminate this Agreement in accordance with Section 2 of this Agreement, Utility shall promptly notify VERTEXONE and VERTEXONE shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If VERTEXONE promptly makes such correction or substitution, VERTEXONE shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of VERTEXONE's services provided online may be interrupted by circumstances beyond VERTEXONE's control involving third parties that are not VERTEXONE'S agents or affiliates, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within VERTEXONE's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). VERTEXONE shall not be responsible or otherwise liable for any Third Party Acts,

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including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that VERTEXONE has exercised due care. However, in the case of any Third Party Act which will delay or prevent VERTEXONE from providing online services to Utility, VERTEXONE will promptly notify Utility and assist in mitigating any impact. NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY CLAIM RELATING TO THIS AGREEMENT, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE or CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. In the event that VERTEXONE's insurance as required by Section 14 of this Agreement provides insufficient coverage, under no circumstances or event shall VERTEXONE's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense, and indemnity, or otherwise), exceed the payments payable by the City to VERTEXONE for Services under this Agreement. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for VERTEXONE's Services would be substantially higher without the aforementioned limitations. **THE PROVISIONS IN THIS SECTION REGARDING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**

E. Technology and services infrastructure vendors VERTEXONE as a SaaS provider utilizes the secure cloud hosting platform of a third-party industry leader in cloud computing with state-of-the art security to host the data of all VERTEXONE customers. VERTEXONE utilizes a reputable third-party vendor to perform printing and mailing services when included within the scope of VERTEXONE's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, VERTEXONE works with leading edge, reputable third-party vendors specializing in such functions. Since the referenced cloud hosting platform, printing and mailing vendors, bill payment services providers, and certain other vendors performing similar or related functions, are integral components of VERTEXONE's technology and services infrastructure used across its pertinent customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of VERTEXONE's services under this Agreement.

If Utility elects to make third-party bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of VERTEXONE's gross negligence or willful misconduct. In the absence of gross negligence or willful misconduct by VERTEXONE, Utility's sole remedies related to bill payment services shall be from the independent third-party provider of such services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third-party contractor of VERTEXONE for any other services ancillary or related to the Services provided by VERTEXONE during the Term of this Agreement, Utility shall first seek and exhaust all remedies from such third-party contractor prior to seeking any remedy from VERTEXONE with respect to such services.

With respect to all third-party bill payment services, as well as any services provided by independent third-party contractors not in contract with VERTEXONE, including

without limitation any such services which at Utility's request or direction are integrated by VERTEXONE into its electronic interfaces for Utility, VERTEXONE shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify VERTEXONE and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third-party services, except in the event of VERTEXONE's gross negligence or willful misconduct.

F. Compliance With Laws VertexOne shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its Services under this Agreement. Utility shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Agreement, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Agreement and/or the Services hereunder.

Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the Services to be provided by VertexOne hereunder, as well as any bill payment or other third-party services elected by Utility.

G. Extended Messaging Services If Utility elects to utilize VERTEXONE's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below. For avoidance of doubt, the Extended Messaging Terms apply to all VERTEXONE services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of VERTEXONE's core customer engagement offerings) (collectively, "Extended Messaging Services").

1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any transmission method (i.e., conventional phone, mobile phone, text, email) for such messages or communications. VERTEXONE shall have no responsibility or liability of any kind with respect to the content of or transmission method selected for messages or communications initiated or authorized by Utility or its representatives (collectively, the "Content and Transmission Method Selection"), except in the event of VERTEXONE's gross negligence or willful misconduct. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify VERTEXONE and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Content and Transmission Method Selection, except in the event of VERTEXONE's gross negligence or willful misconduct. For avoidance of doubt, if the Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of VERTEXONE's gross negligence or willful misconduct.
2. If Utility elects to make available to its end customers Extended Messaging Services offered by VERTEXONE to alert end users of potential leaks or high water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of VERTEXONE's gross negligence or willful misconduct.
3. With respect to Extended Messaging Services, VERTEXONE's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with

respect to Extended Messaging Services notwithstanding any provision to the contrary.

4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on VERTEXONE or VERTEXONE's representatives for legal advice or guidance concerning the content or appropriate vehicles (ie., conventional phone, mobile phone, text, email) for communications with Utility end customers.
5. In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, VERTEXONE may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across VERTEXONE's pertinent customer base and are not specific to Utility and service choices by Utility under the Agreement, Utility acknowledges that such utilization is not considered subcontracting of VERTEXONE's services under the Agreement.

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EXHIBIT B

Order Forms

See attached.

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vertexone™

1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

ORDER FORM

Prepared By:	Eric Thompson
Email:	eric.thompson@vertexone.net
Phone:	

Client Name:	North Miami Beach FL, City of	Offer Valid Through:	6/8/2023
Contact Name:	Ernesto Salazar	Effective Date:	3/30/2024
Email:	ernesto.salazar@citynmb.com	Contract Term (months):	6
Phone:	(305) 948-2967	Contract End Date:	9/29/2024
		Payment Frequency:	Annually in Advance
		Payment Terms:	Net 30
		Discount:	0.00

Year 1

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	SaaS Fee
VXsmart	EV2001	Managed Meters	35,000.00	$0.51000	$17,850.00
VertexOne Digital Base	EV1000	Customer Accounts	1.00	$11,250.00000	$11,250.00
Premium Integration - Payments Base	EF2003	Managed Meters	1.00	$3,062.50000	$3,062.50
Premium Integration - Payments Variable	EV2003	Managed Meters	35,000.00	$0.00825	$288.75

ORDER TOTAL $32,451.25

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Houston, TX 77043
United States

ORDER FORM

Prepared By:	Eric Thompson
Email:	eric.thompson@vertexone.net
Phone:	

Client Name:	North Miami Beach FL, City of
Contact Name:	Ernesto Salazar
Email:	ernesto.salazar@citynmb.com
Phone:	(305) 948-2967

Offer Valid Through:	2/25/2024
Effective Date:	10/1/2024
Contract Term (months):	12
Contract End Date:	9/30/2025
Payment Frequency:	Annually in Advance
Payment Terms:	Net 30
Discount:	

Year 1

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	SaaS Fee
VXsmart	EV2001	Managed Meters	35,000.00	$1.02000	$35,700.00
VertexOne Digital Base	EV1000	Customer Accounts	1.00	$22,500.00000	$22,500.00
Premium Integration - Payments Base	EF2003	Managed Meters	1.00	$6,125.00000	$6,125.00
Premium Integration - Payments Variable	EV2003	Managed Meters	35,000.00	$0.01650	$577.50

ORDER TOTAL $64,902.50

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Houston, TX 77043
United States

Transactional Fees

Price Component	Price	Note
System Generated Notifications	$0.00	Unlimited notifications are included at no-cost to Client
On Demand Notifications Composition and Initiation Fee	$0.005	Per On Demand communication (Email, SMS, Print and/or Call) generated by VertexOne Digital
Electronic Document Archival Notifications and Document Images (up to 24 months)	$ 0.005	One-time charge, per item archived within VertexOne Digital, applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers.
VertexOne SMS Gateway Transactional Fee[1]	*Cost + 10%*	Per SMS sent
VertexOne Print & Consumable Transactional Fee[2]	*Cost + 10%*	All services bill to VertexOne by VertexOne print vendors exclusively for printed Welcome Letters, Home Water Reports and/or Leak Alerts

Terms and Conditions

Introduction

This order replaces and supersedes any other previous Order Forms, and/or understandings between WaterSmart Software Inc and North Miami Beach FL, City of ("Client") Agreement dated 3/30/2024 pertaining to the subject matter herein and for the products listed above. Notwithstanding the foregoing, Client shall remain responsible for any and all amounts already due and/or payable for the products listed above up to the Billing Start Date of this Order. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control. VertexOne pricing is presented in USD.

Transactional Fees

Transactional Fees include, Composition Fee, Document Archival, SMS Pass Through and Print Pass Through. The Annual Pricing detailed in this Quote are based on average usage, actual pricing will be based on Client usage on a monthly basis. Transactional Fees are calculated by the volume of Services consumed.Unless explicitly stated otherwise, Transactional Fees are not cancelable, and Fees paid are not refundable.

Signatures

VertexOne

Name: Keith Foerster
Title: DocuSigned by: CFO
Date: 6/10/2024
Signature: 2929B544BC9C41D...

Client

Name: David Scott
Title: Deputy City Manager
Date: 6/11/24
Signature:

DocuSign Envelope ID: CB4FAAFF-0D3D-4144-A198-509447EF1CEB

vertexone™

1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

Transactional Fees

Price Component	Price	Note
System Generated Notifications	$0.00	Unlimited notifications are included at no-cost to Client
On Demand Notifications Composition and Initiation Fee	$0.005	Per On Demand communication (Email, SMS, Print and/or Call) generated by VertexOne Digital
Electronic Document Archival Notifications and Document Images (up to 24 months)	$ 0.005	One-time charge, per item archived within VertexOne Digital, applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers.
VertexOne SMS Gateway Transactional Fee[1]	*Cost + 10%*	Per SMS sent
VertexOne Print & Consumable Transactional Fee[2]	*Cost + 10%*	All services bill to VertexOne by VertexOne print vendors exclusively for printed Welcome Letters, Home Water Reports and/or Leak Alerts

Terms and Conditions

Introduction

This order replaces and supersedes any other previous Order Forms, and/or understandings between WaterSmart Software Inc and North Miami Beach FL, City of ("Client") Agreement dated 3/30/2024, pertaining to the subject matter herein and for the products listed above. Notwithstanding the foregoing, Client shall remain responsible for any and all amounts already due and/or payable for the products listed above up to the Billing Start Date of this Order. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control. VertexOne pricing is presented in USD.

Transactional Fees

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Signatures

VertexOne		Client	
Name:	Keith Foerster	Name:	David E Smith
Title:	CFO	Title:	Deputy City Manager
Date:	6/10/2024	Date:	6/11/24
Signature:	DocuSigned by: 2929B544BC9C41D...	Signature:	

Cityworks®
Azteca Systems, Inc., 11075 South State, Suite 24 • TEL 801.523.2751 • FAX 801.523.3734
www.cityworks.com

CITYWORKS®
LICENSE AGREEMENT

This Master Software License Agreement made by and between Azteca Systems, Inc. ("Azteca Systems") a Utah corporation, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the City of North Miami Beach, FL, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." The parties hereto acknowledge that this Agreement is intended to be a master agreement under which Licensee may license licensed Products from time to time. Pursuant to the terms of this Agreement, the Maintenance Addendum, and any additional addenda or amendments thereto, Azteca Systems or its Affiliates may license the Licensed Products and provide support and maintenance to Licensee or Affiliates of Licensee. This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

WHEREAS, Azteca Systems has developed and is the owner of an extensive platform of products (the Software, as defined below);

WHEREAS, Licensee desires a non-exclusive license to use some of the products of the Software known as Cityworks® (as set forth herein); and

WHEREAS, Azteca Systems is willing to grant such a license on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, Azteca Systems and Licensee agree as follows:

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; or (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee.
d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum 1.
f. "Custom Applications" shall mean any scripts, interfaces, reports or program code created by Azteca Systems, Licensee, Cityworks Partner, or other third-party, other than Program Modifications to the Cityworks applications, that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in Addendum 1.
g. "Data" means any Azteca Systems or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
h. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
j. "Documentation" means all user reference documentation that is delivered with the Software and includes but is not limited to (a) all materials published, provided digitally, or otherwise made available to Licensee by Azteca Systems that relate to the functional, operational and/or performance capabilities of the Software; (b) all user, operator, system administration, technical, support and other manuals and all other materials published, provided digitally or otherwise made available to Licensee that describe the

functional, operational and/or performance capabilities of the Software; (c) any Requests for Information and/or Responses for Proposals (or documents of similar effect) issued by Licensee, and the responses thereto from Azteca Systems, and any document which purports to update or revise any of the foregoing; and (d) the results of any "Proof of Concept" or similar type presentations or tests provided by Azteca Systems to Licensee.

k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

l. "Licensed Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum 1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee.

m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.

n. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.

o. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.

p. "Preview" means any alpha, beta, or prerelease Product.

q. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.

r. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

s. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

t. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

u. "Maintenance Addendum" shall mean the Master Software Maintenance Addendum attached hereto.

v. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems or its authorized distributor; and (iv) for the applicable Term or , if no Term is applicable or identified, until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) or Term Licenses. Licensee may allow third party consultants or contractors to access and use the licensed Software, provided Licensee and Third party consultant agree to and are bound by the terms set forth in

Addendum 3. In addition to the Scope of Use in Article 4, Addendum 1-- Product Licensing and the Software Terms and Use which applies to specific Products, Addendum 2 -- Maintenance Agreement, Addendum 2, and Addendum 3 – Third Party Contractor Agreement (if applicable) collectively, are incorporated in this Agreement.

a. *Software. U*se and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
b. *Maintenance.* Maintenance terms are set forth in Addendum 2, - Maintenance agreement which is incorporated by reference.
c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum 3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this License Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

a. For Products delivered to Licensee, Licensee may:

1. Install and store Products on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
4. Move the Software in the licensed configuration to a replacement Server.

b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Azteca Systems, Inc. and its licensors. All rights reserved."

c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum 3, Azteca Systems grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum 3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
c. Act as a service bureau or Commercial ASP;
d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
f. Redistribute Authorization Codes;
g. Reverse engineer, decompile, or disassemble Products;
h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
k. Separate from the licensed use of APIs. Licensee may not unbundle or independently use individual or component parts of the Products, Software, Online Services, or Data;
l. Unbundle or independently use the individual or component parts of Software or Services;
m. Incorporate any portion of the Software into a product or service that competes with the Software;
n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon acceptance. Licensee may terminate this License Agreement or any Product license at any time upon written notice to Azteca Systems. Either party may terminate this License Agreement or any license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems or its authorized distributor.

If this Agreement is terminated under section 4 of the Maintenance Addendum, Licensee shall then return to Azteca Systems all of The Software Cityworks, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one year, which will allow Licensee to retain the ability to access records and data contained in The Cityworks Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach occur. Notwithstanding the foregoing, Azteca Systems recognizes that Licensee is subject to Florida Statutes Chapter 119, The Public Records Law and Florida Statutes Chapter 286, Florida Government-in-the-Sunshine Law ("Sunshine Laws") and to the extent of any conflict between this Agreement and the Sunshine Laws, Licensee shall abide by the Sunshine Laws, and shall be released and relieved of the obligations under this provision only to the extent such obligations conflict with Licensee's obligations under the Sunshine Laws.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, HOT FIXES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND. WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Program or Licensee's authorized distributor's maintenance program, as applicable; or if replacement and/or repair is not an option (iii) return of the license fees paid by Licensee during the current maintenance period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using Online Services; and executes and delivers evidence of such actions to Azteca Systems. Notwithstanding the foregoing, Azteca Systems recognizes that Licensee is subject to Florida Statutes Chapter 119, The Public Records Law and Florida Statutes Chapter 286, Florida Government-in-the-Sunshine Law ("Sunshine Laws") and to the extent of any conflict between this Agreement and the Sunshine Laws, Licensee shall abide by the Sunshine Laws, and shall be released and relieved of the obligations under this provision only to the extent such obligations conflict with Licensee's obligations under the Sunshine Laws.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

a. Licensee promptly notifies Azteca Systems in writing of the claim;
b. Licensee provides documents describing the allegations of infringement; Azteca Systems has sole control of the defense, provided that Azteca's Counsel is acceptable to the Licensee or in the alternative, the Licensee may appear as co-counsel at Licensees expense of any action and negotiation related to the defense or settlement of any claim;
c. Because the Licensee is a municipal corporation unable to be bound by a third party in a settlement agreement, Azteca Systems agrees no settlement reached shall prejudice the Licensee's interest and shall not require payment by the Licensee; and
d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 5 of Addendum 2, shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration

a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

b. *All Other Licensees*. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits, such as access to technical support, specified in Azteca Systems' or its distributor's current applicable maintenance policy, as specified in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

AZTECA SYSTEMS, INC.

By: Brian L Haslam

Name: Brian L. Haslam

Title: President - CEO

Date: 05/05/2016

CITY OF NORTH MIAMI BEACH, FL – (LICENSEE)

By:

Name: Ana M. Garcia

Title: City Manager

Date:

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION 05.12.16

5/10/16

JOSE SMITH DATE

CITY ATTORNEY

ADDENDUM #1
PRODUCT LICENSING – SOFTWARE USE
TO THE MASTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Licensed Software:

Cityworks Standard ELA – Citywide unlimited use of the following: Cityworks Office, Field, Local Government Templates (LGT), Storeroom, Equipment Checkout, Contracts, Cityworks Analytics, Cityworks for Excel, Mobile Native Apps (for iOS/Android), Respond, eURL (Enterprise URL), Equipment Checkout, CCTV Interface to PACP, Paver Interface to MicroPaver, use of all Cityworks AMS APIs with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners.

Additional Software Licenses: Additional Software licenses may be added to this License Agreement with acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary, paid.

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM 2

MAINTENANCE AGREEMENT & SOFTWARE TERMS OF USE

This Standard Maintenance Agreement is between the Licensee named below "Licensee" and Azteca, Systems, Inc. Maintenance provided herein consists of technical support, new version software, hot fixes, patches, and software updates. Maintenance is provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE:** Azteca Systems will provide update and maintenance support services to Licensee for the times and periods and amounts specified in section 7.3 below. Maintenance support services consists of updates to Software Cityworks and Related Materials, documentation updates and access to telephone support, email support, web support, and other benefits deemed appropriate by Azteca Systems as provided for in the Maintenance Agreement.

1.1. The services to be provided during the Maintenance Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will ensure upward compatibility for the Software applications within a reasonable timeframe for minor and major ESRI® ArcGIS and Cityworks supported databases revisions. If identified as "Covered Software," Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks supported databases revisions (for example, from rev 10.1 to rev 10.2). Azteca Systems will not ensure upward compatibility for Custom Applications when there are major ESRI ArcGIS and Cityworks supported databases revisions (for example, from rev 10.x to rev 11.x), Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4, during the term of this Maintenance Agreement:

(a) Without limiting any other obligation hereunder, make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning properly; provided Licensee provides Azteca Systems with written notice specifying particularity in narrative, non-technical terms to the best of Licensees' staff's ability the apparent error in the system and the manner in which the Software is not functioning properly (as provided in Section 2 of this Addendum); and

(b) Deliver to Licensee any Program Upgrades relating to the Covered Software made available to others.

(c) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below).

(d) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, dial-up, etc.) to the Licensee's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

1.3. The following items, among others, however, are specifically excluded as support services under this section of this Maintenance Agreement:

(a) Interpretation of program results, including but not limited to support for applying or installing upgrades and service packs;

(b) Assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;

(c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;

(d) Data debugging and/or correcting;

(e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse,

unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and

(f) Consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified and listed as Covered Software in Addendum 1.

1.4. Support Periods are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (MyCityworks.com) and after hours support as set forth in Section 1 of this addendum. The Licensee will provide Azteca Systems in writing the names of the users or individuals who are authorized to contact Azteca Systems and request support services if necessary.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If the Licensee cannot resolve the problem or isolate the problem, Licensee will call Azteca Systems directly.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the Licensee location. Azteca Systems project management will confer with Licensee's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The Licensee will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem (pursuant to the provisions of paragraph 3.4). For routine and non-critical problems Licensee will submit support requests during normal business hours.

2.4. For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the Licensee will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded

3. CHARGES/FEES

3.1. For services hereunder, Licensee shall pay Azteca Systems an annual fee Maintenance Fees as set forth in paragraph 7.3 below. The annual fee for each period is set forth in paragraph 7.3, and shall be paid prior to the start for each Maintenance Period unless otherwise specified. The annual fee for successive Maintenance Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon 90 days' written notice, the fee for Maintenance Periods listed in section 7.3 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. In addition to charges due under this Support Agreement, Licensee shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Maintenance Agreement.

3.4. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, Licensee will reimburse Azteca Systems for reasonable and customary travel expenses directly related to the on-site work. As the result of mutual negotiation by the parties, Azteca Systems shall provide a lump sum estimate and get the prior approval of Licensee before incurring any costs for which it shall seek reimbursement from Licensee under this Section. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. Licensee shall have the right to request an audit of any such cost related records of Azteca Systems to the extent reimbursement has been made by Licensee under the terms of this Section.

4. TERM AND TERMINATION:

4.1. The initial term of this Maintenance and Support Agreement will begin upon the effective date set forth in section 7.2 below, and continue for twelve (12) consecutive months at the rate of fee(s) as noted in section 7.3 below. Thereafter, Licensee may continue maintenance as set forth in the table below and beyond at the then-current amount.

4.2. Termination for convenience: Either party may terminate this maintenance agreement by giving the other party thirty (30) days' notice prior to the end of the current maintenance period.

4.3. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

4.4. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

5. WARRANTY, DISCLAIMER REMEDY, AND LIMITATION OF LIABILITY

5.1. Azteca Systems warrants that all technical support provided pursuant to this Maintenance Agreement shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

5.2. With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

5.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT. AZTECA SYSTEMS DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S NEEDS' THAT LICENSEE'S OPERATION WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR

FAILURE-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

5.4. **Remedy**. If Azteca Systems fails to fulfill its obligations under this maintenance addendum, Licensee's sole and exclusive remedy is the right to terminate this maintenance agreement immediately for the affected and listed Products and receive a refund of the unused portion of maintenance fees paid under this maintenance agreement, prorated for the current maintenance period.

6. MISCELLANEOUS

6.1. Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Maintenance Agreement (other than the reimbursement of fees as set forth in section 8.2 of the License agreement, during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the Licensee pursuant to the relevant schedule.

6.2. **Notices:** Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca Systems:	Azteca Systems, Inc. 11075 South State Street, Suite 24 Sandy, UT 84070
Licensee	The address set forth in section 7.1 below.

6.3. **Negotiated Agreement**: This Agreement is intended to be a master agreement for licensing and maintenance. This Agreement is a negotiated agreement between the parties and supersedes and replaces any and all other standard terms of either party set forth in any quote, purchase order, invoice or communication and applies so long as this Agreement remains in effect. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated there under, unless the context requires otherwise.

6.4. **Applicable Laws**: This maintenance agreement is governed by and construed in accordance with the laws of the state identified in the License Agreement without reference to conflict-of-laws principles except that US federal law shall govern in matters of intellectual property. The Licensee, as a municipal corporation existing under the laws of the State of Florida, does NOT waive its Home Venue Privilege.

6.5. **Data Confidentiality Statement**: Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Software Cityworks, database structure, or database values, and related ESRI® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

6.6. **No Implied Waivers**: No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or

remedy by Azteca Systems

7. IDENTIFICATION AND AMOUNTS

7.1. Licensee Information

Licensee Name:	City of Miami Beach, FL
License Contact:	Don Blalock
Number and Street	17011 NE 19th Ave Suite 315
City/State/Zip/Country	North Miami Beach, FL 33162
Phone	305-948-2980 x-7963
Email	donald.blalock@citynmb.com

7.2. Delivery Date/Effective Date

MM/DD/YYYY

05/09/2016

7.3. Schedule of payments and Fees under Maintenance Agreement

Support Period	Date From/To (mm/dd/yyyy)	Amount
Year 1	**05/09/2016-05/08/2017**	**$45,000.00**
Year 2	**05/09/2017-05/08/2018**	**$45,000.00**
Year 3	**05/09/2018-05/08/2019**	**$45,000.00**

7.4. [Additional]

ADDENDUM 3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Software by any third party is solely for Licensee's benefit;

2. The third party contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the Master License Agreement;

3. Before accessing the Licensed Software, the contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) the contractor shall be liable to Azteca Systems for any breach by it of this Agreement;

4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the contractor with respect to the use of the Licensed Software, as if such actions or omissions were the Licensee's;

5. Upon expiration or termination of this License Agreement, the rights of usage to any third party contractor shall immediately terminate;

6. Use of the Software by such third party contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such third parties;

7. Any breach of this Agreement by any third party consultant(s)/contractor(s) will be deemed to be a breach by Licensee;

8. Licensee will ensure that Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and

9. Any third party contractor must sign a copy of this Addendum acknowledging that it has a copy of the license agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this addendum for every third party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party acknowledges acceptance by signing below, and providing a copy to Azteca Systems.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-37957-1
Created Date 2/19/2025

Contact Information

Contact Name:	Karim Rossy	Prepared By Name:	Jenn Miya
Customer:	North Miami Beach (FL), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	17050 NE 19th Ave North Miami Beach, FL 33162	Prepared By Email:	jennifer_miya@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 72,923.76
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
	TOTAL:	USD 72,923.76

Notes			
Year 1 Dollar Value	USD 72,923.76	Year 1 Date Range	5/9/2025 - 5/8/2026

Maintenance Start Date: 5/9/2025 **Maintenance End Date:** 5/8/2026

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

Exhibit A item # 31: ITRON, INC

Annual Maintenance & Hosting Services

Date Printed: **15-MAY-2025**

Service Pricing

Customer Name: City of North Miami Beach
Customer Number: 2090
Bill To Contact: e-invoice
Customer Address: 17011 NE 19th Ave, 1st Floor
North Miami Beach,FL 33162-3111

Contract Number: SC00003098
Description: City of North Miami Beach - NS / IA / IACP / MLOG Hosted Svcs

Contract Duration: 01-OCT-2025 - 30-SEP-2026

Description	Serial Number	Start Date	End Date	Quantity	Total Amount
NS100 HOSTED SVCS		01-OCT-2025	30-SEP-2026	1	83,425.07
			Subtotal :	**1**	**83,425.07**
ANALYTICS HOSTING SERVICES		01-OCT-2025	30-SEP-2026	1	0.00
			Subtotal :	**1**	**0.00**
ITRON ANALYTICS CUSTOMER PORTAL SOFTWARE-AS-A-SERVICE		01-OCT-2025	30-SEP-2026	1	0.00
			Subtotal :	**1**	**0.00**
MLOGONLINE - HOSTED SERVICE 1-999		01-OCT-2025	30-SEP-2026	1	0.00
			Subtotal :	**1**	**0.00**
			Subtotal :	**4**	**83,425.07**
			Contract Grand Total:	**4**	**83,425.07**

NOTE: This is not an invoice

Legislation
11.6.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Vice Mayor Daniela Jean and Commissioner Lynn Su
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Resolution No. R2025-141 Budget Controls (Vice Mayor Daniela Jean and Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Resolution

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, Chief Financial Officer/Interim Deputy City Manager

Subject: Staff Request to Approve Resolution No. R2025-XX – Establishing a Formal Budget Control Policy

Background

Resolution 2025-XX establishes a formal Budget Control and Transfer Policy to enhance the City of North Miami Beach's financial management practices. Specifically, it introduces structured approval thresholds for intra- and inter-departmental budget transfers, enforces documentation standards, and clarifies roles and responsibilities across departments.

This resolution was developed under the policy leadership of Commissioner Daniela Jean and Commissioner Lynn Su, who have jointly championed the need for clearer internal controls and enhanced fiscal discipline. Their sponsorship reflects a shared commitment to transparency, accountability, and timely financial reporting—core pillars of sound municipal governance.

Staff respectfully requests Commission approval of Resolution No. R2025-XX, establishing the City's first formal Budget Control Policy. This policy sets internal thresholds for budget transfers, defines continuing appropriations, and strengthens reporting and internal oversight across departments and funds.

Why This Matters

North Miami Beach, like many municipalities, navigates dozens of budget shifts during the year—project delays, funding gaps, and timing issues between approval and delivery. Without a formal internal policy, those changes can get lost or delayed, leaving departments unclear on process and Finance scrambling at year-end to reconcile movement.

This resolution fixes that.

It creates a clear structure for internal approvals based on transfer amount and fund type. It protects the General Fund. It ensures departments stay accountable while also giving them clarity on when and how to move funding. And it ensures the City Commission receives quarterly public updates on transfers and year-end appropriation carryforwards.

This also puts us in better shape for year-end closeout and audit preparation. We've had delays in completing our audits, and part of the problem stems from how long it takes to track down informal transfers and late carryover requests. With this policy in place, those risks are reduced and the process is easier for staff and auditors.

Fiscal Impact

This resolution does not require new appropriations or increased expenditures. It establishes internal safeguards and streamlined protocols that strengthen fiscal operations, support timely year-end closeout, and improve audit readiness across all city funds.

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A COMPREHENSIVE POLICY GOVERNING INTERNAL BUDGET TRANSFERS, CONTINUING APPROPRIATIONS, REPORTING REQUIREMENTS, AND FINANCIAL TRANSPARENCY; SETTING FORMAL APPROVAL THRESHOLDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") is committed to fiscal transparency, structural balance, and the responsible use of public funds;

WHEREAS, the City recognizes the need to adopt a formal, comprehensive internal budget control policy to govern the reallocation of appropriations during the fiscal year, clarify internal roles, and improve financial oversight;

WHEREAS, Section 166.241, Florida Statutes, authorizes municipalities to amend their adopted budgets by ordinance or resolution and permits the delegation of limited authority to the City Manager to initiate administrative budget amendments when such delegation is provided by local policy;

WHEREAS, in the absence of a formal policy, the City lacks consistent internal guidance on budget transfer thresholds, departmental authority, City Manager discretion, and continuing appropriation practices;

WHEREAS, this resolution addresses the need to adopt a formal administrative policy framework that ensures clear approval thresholds for budget changes, timely and public reporting of administrative transfers, structured oversight of interdepartmental and interfund budget movements, and a consistent process for carrying forward project and funds in accordance with State law and best practices recommended by the Government Finance Officers Association (GFOA);

WHEREAS, this policy also aligns with recommendations from the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB), both of which advocate for strong financial controls, regular Commission oversight, documentation of budget amendments, and public accountability;

WHEREAS, this resolution supports the City's long-term goals of financial sustainability, budget transparency, and operational efficiency, and it will guide financial decisions in alignment with the City's Strategic Plan and Five-Year Forecast; and

WHEREAS, any prior resolution or internal policy inconsistent with this resolution is hereby repealed to the extent of such inconsistency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA:

Section 1. The aforementioned recitals are true and correct.

Section 2. The Comprehensive Policy Governing Internal Budget Transfers, Continuing Appropriations, Reporting Requirements, and Financial Transparency, attached hereto as Exhibit "A," is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and City Manager without further process.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **17th day of June 2025**.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE

AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

SECTION 1. PURPOSE.

To establish clear and consistent rules for internal budget transfers and continuing appropriations that strengthen oversight, improve reporting, and comply with Florida Statutes and best practices in municipal budgeting. This policy supports timely financial decisions, prevents unauthorized expenditures, and ensures efficient use of appropriations across fiscal years.

SECTION 2. DEFINITIONS.

- **Intradepartmental Transfer:** Moving funds between accounts within the same department and fund.
- **Interdepartmental Transfer:** Moving funds between departments within the same fund.
- **Interfund Transfer:** Moving appropriations between separate funds.
- **Continuing Appropriation:** Carrying forward budgeted funds for grants, capital projects, or legally obligated encumbrances.
- **Encumbrance:** A commitment of funds for a specific purpose, documented by purchase orders or contracts.
- **Structural Balance:** A condition where recurring revenues equal or exceed recurring expenditures.

SECTION 3. BUDGET TRANSFER APPROVAL AUTHORITY.

A. Intradepartmental Transfers (Same Department, Same Fund)

- **$0–$25,000:** May be approved by the Department Director, with Finance Department review.
- **$25,001–$100,000:** Requires City Manager approval.
- **Above $100,000:** Requires City Commission approval by resolution.

B. Interdepartmental Transfers (Different Departments, Same Fund)

- **$0–$25,000:** May be approved by the Department Director, with Finance Department review.
- **$25,001–$100,000:** Requires City Manager approval.
- **Above $100,000:** Requires City Commission approval by resolution.

C. Interfund Transfers (Different Funds)

- Require City Commission approval, unless previously authorized in the adopted budget.
- Funds include but not limited to:
  - General Fund
  - Liability Self Insurance Fund
  - Water Operational Fund

- Building Permit Fund
- Sewer Operational Fund
- Transit Surtax Fund
- Governmental Impact Fund
- Workers Compensation Self Fund
- Community Redevelopment Fund
- General Capital Project Fund
- Information Technology Fund
- Utility Customer Service Funds

D. Personnel-Related Transfers (Any Fund)

- Transfers involving salaries, benefits, or staffing funds and budget appropriations require City Commission approval, regardless of amount.

SECTION 4. CONTINUING APPROPRIATIONS.

To ensure that committed, legally obligated, or strategically important funds remain available beyond a single fiscal year, the following continuing appropriation rules shall apply:

A. Capital Project Appropriations

- Appropriations for active **capital improvement projects (CIP) shall automatically carry forward** until project completion or closeout.

- The Finance Department will validate the remaining balances annually to ensure they are aligned with the original scope and funding source.

- Projects with no activity for two consecutive fiscal years may be subject to review and potential re-appropriation or closeout by the City Commission, except where restricted by law or external grant/loan requirements.

B. Grant Fund Appropriations

- Unspent grant funds shall carry forward in full if:

    - The grant agreement remains active;
    - The unspent balance is tied to eligible project activities; and
    - The Finance Department has verified the availability of the grant award balance and remaining performance period.

C. Encumbered Operating Funds (All Funds, Including General Fund)

- Open encumbrances (e.g., purchase orders or signed contracts) may carry forward into the next fiscal year if:

- The encumbrance was legally established before September 30;
- The related contract remains valid and unfulfilled; and
- The rollover is necessary due to timing delays in delivery, construction, or service completion.

- City Commission approval is required to include encumbered appropriations in the following year's adopted budget as continuing appropriations.

- Departments must submit rollover requests to the Chief Financial Officer no later than October 15, with supporting documentation:

    - PO or contract reference,
    - Explanation of the timing delay,
    - Confirmation that the obligation remains active.
- The Chief Financial Officer shall review and prepare a year-end Continuing Appropriation resolution for City Commission consideration.

D. Unencumbered Operating Appropriation

- Operating budget funds that are not encumbered or contractually obligated by September 30 shall lapse at year-end.
- These funds will return to fund balance unless re-appropriated by Commission action in the year-end Continuing Appropriation resolution.

E. Sponsorship and Contingency-Based Accounts

In addition to capital, grant, and encumbrance-related appropriations, the City may receive designated contributions from external entities or individuals for specific purposes, such as events, memorials, or civic projects. These are often recorded in sponsorship, donation, or contingency-related accounts.

At fiscal year-end, unspent balances in these accounts may be eligible for carryforward under the following conditions:

- The funds are clearly designated for a specific events, programs, or projects.
- The Finance Department confirms the availability of funds and supporting documentation.
- The carryforward is submitted as part of the year-end continuing appropriation resolution for Commission review and approval.

All unencumbered operating balances, including contingency allocations, sponsorship accounts, or earmarked donations that meet these criteria may be presented to the Commission for re-appropriation. The Finance Department shall review budget-to-actual performance and all associated encumbrances before including such balances in the annual continuing appropriations package.

SECTION 5. REPORTING & DOCUMENTATION.

1) The Chief Financial Officer shall compile and submit a quarterly report to the City Commission summarizing all transfers approved by Directors and the City Manager.

2) Reports shall include:

    - Department name
    - Amount
    - Purpose
    - Fund and account numbers
    - Cumulative transfer totals

3) Reports will be included in public records and posted with the Commission meeting agenda.

SECTION 6. ENFORCEMENT AND INTERNAL CONTROLS.

- The City Manager and Chief Financial Officer are responsible for enforcing this policy.
- Any unauthorized transfer is a violation of this resolution and may be reversed or subject to Commission review.
- All transfers shall be documented in the City's financial system (e.g., Munis).

Appointments
13.9.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Appointing Ariel Vasquez to the Public Utilities Commission (Andrise Bernard, MMC, City Clerk

Description

BACKGROUND ANALYSIS: None

RECOMMENDATION: Approval

FISCAL/ BUDGETARY IMPACT: None

ATTACHMENTS:

Description

- Ariel Vasquez PUC Application

City of North Miami Beach, Florida

APPLICATION FOR PUBLIC UTILITIES COMMISSION

The Public Utilities Commission shall at all times perform its duties with regard to the water and sewer systems consistent and in accordance with the ordinances adopted by the City Commissioners. The Public Utilities Commission shall also review and approve all monthly budget reports prepared by the Public Services Department and/or the City's Finance Department.

Members of the Public Utilities Commission shall have a professional degree or equivalent professional experience in the area(s) of public economics, public finance, public infrastructure, taxation, asset management, city planning, civil engineering, electrical engineering, architectural engineering, agricultural engineering, mechanical engineering, ocean engineering, energy engineering, any management position, any supervisory position, any board experience or any other related field associated with the above.

(PLEASE PRINT CLEARLY)

1. NAME: Ariel E. Vasquez

2. HOME ADDRESS: 1270 NE 178St

   CITY: North Miami Beach STATE: FL ZIP: 33162

3. BUSINESS NAME: 3rd Day Church

   BUSINESS ADDRESS: 15947 NE 19PL

   CITY: North Miami Beach STATE: FL ZIP: 33162

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

   CELL: 786-312-2043 EMAIL ADDRESS: _____

   FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?

   RESIDENT Yes WORK _____ (YES OR NO)

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO ✓

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

High school diploma, Theological Seminary, Senior Pasto

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO ✓
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: _____)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: 3rd Day Church

2003 to 2014 City of North Miami Beach

_____ to _____ _____

_____ to _____ _____

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PUBLIC UTILITITES COMMISSION MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

No

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE PUBLIC UTILITIES COMMISSION:
I worked for 11 year for the City of North Miami Beach directly with the water conservation department. I have knowledge of the new water meter that works thru the satellite.

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: I have knowledge of how the water is distributed in the city and how we supply water to our neighbor cities. I have experience in water meters.

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: _____ APPLICANT'S SIGNATURE: _____

APPOINTMENT DATE: _____ BY _____

Revised 6/20/19

CITY CLERK'S OFFICE
'25 JUL 18 AM10:28

Appointments
13.10.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Appointing Carmen Bethel to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None

RECOMMENDATION: Approval

FISCAL/ BUDGETARY IMPACT: None

ATTACHMENTS:

Description

- Application - Carmen L Bethel

City of North Miami Beach, Florida
APPLICATION FOR BEAUTIFICATION COMMITTEE

The Beautification Commission shall act in an advisory capacity in the City Commission in matters relating to City parks and City beautification.

The Beautification Commission duties include plan, develop, create, investigate and prepare studies, suggestions and recommendations to the City Commission in relation to parks and beautification to the end that a systematic program in relation thereto becomes effective both as to the present and future betterment of the City.

(PLEASE PRINT CLEARLY)

1. NAME: Carmen L Bethel

2. HOME ADDRESS: 2025 NE 164th St #609

   CITY: NMB STATE: FL ZIP: 33162

3. BUSINESS NAME: _____

   BUSINESS ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

   CELL: 786-200-1610 EMAIL ADDRESS: carmen.bethel@yahoo.com

   FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?

   RESIDENT ✓ WORK _____ (YES OR NO)

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES ☐ NO ☑

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   Some college

CITY CLERK'S OFFICE
'25 AUG 8 PM4:20

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES [ ] NO [✓]
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: _____)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: _____

____ to ____ Nations Benefits, MEA 2years

7/23 to 11/23 Brunger Export, Export Mgs Asst 6mos

2/23 to 5/23 Seacor Island Lines, Crewman Coordinator

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PARKS AND BEAUTIFICATION MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

NMB Beautification NMB ? year

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE BEAUTIFICATION COMMITTEE: As a resident, I want to be involved in making NMB Beautiful, clean and enjoyable

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: BOP assisted in landscaping, love to garden grow plants

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 08/08/2025 APPLICANT'S SIGNATURE: Carmen J Betael

APPOINTMENT DATE: _____ BY _____

Revised 2/14/19

Appointments
13.11.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Appointing Juana Perez to the Beautification Committee (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None

RECOMMENDATION: Approval

FISCAL/ BUDGETARY IMPACT: None

ATTACHMENTS:

Description

- Application - Juana L Perez

City of North Miami Beach, Florida

APPLICATION FOR BEAUTIFICATION COMMITTEE

The Beautification Commission shall act in an advisory capacity in the City Commission in matters relating to City parks and City beautification.

The Beautification Commission duties include plan, develop, create, investigate and prepare studies, suggestions and recommendations to the City Commission in relation to parks and beautification to the end that a systematic program in relation thereto becomes effective both as to the present and future betterment of the City.

(PLEASE PRINT CLEARLY)

1. NAME: Juana L Perez

2. HOME ADDRESS: 2025 NE 164 TH ST #609

   CITY: NMB STATE: FL ZIP: 33162

3. BUSINESS NAME: N/A

   BUSINESS ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

   CELL: 786-200-1610 EMAIL ADDRESS: carmen.bethel@yahoo.com

   FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?

   RESIDENT ✓ WORK _____ (YES OR NO)

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO ✓

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   High School

CITY CLERK'S OFFICE
'25 AUG 8 PM4:21

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO ✓
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: _____)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: retired

_____ to _____ _____

_____ to _____ _____

_____ to _____ _____

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH PARKS AND BEAUTIFICATION MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

NO

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE BEAUTIFICATION COMMITTEE:
Keep city clean and ideas

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: gardner, grow plants

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 08/08/25 APPLICANT'S SIGNATURE: [signature]

APPOINTMENT DATE: _____ BY _____

Revised 2/14/19

Appointments
13.12.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Appointing Jonathan Cyprien to the Economic Development Commission (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None

RECOMMENDATION: Approval

FISCAL/ BUDGETARY IMPACT: None

ATTACHMENTS:

Description

- Johnathon Cyprien Application

City of North Miami Beach, Florida
APPLICATION FOR
ECONOMIC DEVELOPMENT COMMISSION

THE CITY OF NORTH MIAMI BEACH ESTABLISHED AN ECONOMIC DEVELOPMENT COMMISSION TO PROMOTE QUALITY DEVELOPMENT AND TO NURTURE GROWTH OF BUSINESS THROUGHOUT THE CITY OF NORTH MIAMI BEACH.

ALL MEMBERS OF THE ECONOMIC DEVELOPMENT COMMISSION MAY BE A RESIDENT, PROPERTY OWNER, MEMBER OF THE LABOR/BUSINESS COMMUNITY OR OTHER INTERESTED PERSON IN THE ECONOMIC DEVELOPMENT OF NORTH MIAMI BEACH.

IF THE APPLICANT IS NOT A RESIDENT, THEY MUST OWN OR MANAGE COMMERCIAL PROPERTY IN NMB MAINTAINING A BTR ENTITLING THEM TO CONDUCT BUSINESS IN THE CITY.

(PLEASE PRINT CLEARLY)

1. NAME: _____

2. HOME ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

3. BUSINESS NAME: _____

   BUSINESS ADDRESS: _____

   CITY: _____ STATE: _____ ZIP: _____

4. CONTACT NO: (HOME) _____ (BUSINESS) _____

   CELL: _____ EMAIL ADDRESS: _____

   FAX: _____

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH *OR* DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH? RESIDENT _____ WORK _____

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO _____

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION: _____

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO _____
   (IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS.) _____

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: _____

_____ to _____ _____

_____ to _____ _____

_____ to _____ _____

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH MUNICIPAL ECONOMIC DEVELOPMENT MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

_____ _____

_____ _____

_____ _____

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE ECONOMIC DEVELOPMENT COMMISSION:

_____

_____

_____

_____

_____

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: _____

_____

_____

_____

_____

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICANT'S SIGNATURE: _____ DATE: _____

APPOINTMENT DATE: _____ BY: _____

Revised 02/02/2015

Discussion Items
15.4.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andy Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Review of Bus Shelters Design and Locations (Kerlyne, McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Memo
- Resolution

City of North Miami Beach
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MEMORANDUM

TO: The Honorable Mayor and Commission

FROM: Andrew Plotkin, Interim City Manager

VIA: Kerlyne McHenry, Interim Public Works Director; Gregory Christian, Engineering & Construction Manager

DATE: September 9, 2025

RE: Request for Direction: Bus Shelter Project – Standardization, Design, and Installation Locations

Background Summary

- **Resolution 2021-43** (Approved 4/22/2021): Authorized the purchase of **13 bus shelters** for a total of **$159,055**.
    - **Shelter Status:**
        - 6 shelters currently **in stock** (stored at Operations Center)
        - 5 installed at:
            - NE 163 St & 15th Ave (Qty 1)
            - NE 163 St & 17th Ave (near Tire Kingdom) (Qty 1)
            - NE 163 St & 28th Ave (Qty 1)
            - NE 167th & NE 8th Ave ()
        - 2 Damaged (1 shelter (near library) was **uninstalled and damaged)**
- **Resolution 2021-124** (Approved 12/14/2021): Approved installation of bus shelters for **$131,060**.
- **2022:** Concerns from Commission regarding shelter aesthetics:
    - Steel backing was **not preferred**
    - Request made for **etched decorative glass alternatives**
    - As a result, the **contractor withdrew** and the project was placed on hold
    - A **re-mobilization fee** will be incurred if contractor is brought back (amount TBD)
- **April 18, 2023:**
    - Tolar Manufacturing presented revised shelter design options at a Commission meeting.
    - Feedback revealed **conflicting goals**:
        - **Safety**: Eliminate advertising panels due to perceived visibility concerns
        - **Fiscal Constraint**: No additional funding for redesign or new shelter types

        - **Standardization**: Desire for a consistent citywide shelter design
- **May–August 2023:**
    - CRA Board approved the current **bench design** for Hanford Blvd (steel backing style between West Dixie Hwy & NE 15 Ave)
- **August 2023:**
    - **Resolution R2023-XX** drafted to approve citywide bus shelter standardization with **Tolar Manufacturing**
    - Reviewed by City Attorney, who confirmed:
        - Original Tolar contract remains valid
        - Resolution serves as affirmation of prior Commission direction to staff

---

Current Request for Commission Direction

Due to the ongoing history of design changes, community feedback, and stalled progress, **Public Works is requesting that this item be formally discussed during the September 2025 Commission Meeting** to provide **clear, unified direction** to staff.

Staff Recommendation

To align with Commission feedback and ensure consistency across city installations, staff recommends:

- **Retrofit existing bus shelters** by:
    - Removing **gray steel backing**
    - Replacing with **clear plexiglass panels** etched printed with the **City of North Miami Beach logo**
    - **Removing the left-side panel** and retaining the **right-side panel for advertising**, in alignment with **Miami-Dade County shelter standards**

This approach:

- Standardizes city shelters
- Responds to safety concerns
- Avoids costly redesign or full replacements
- Utilizes existing inventory and previously approved designs

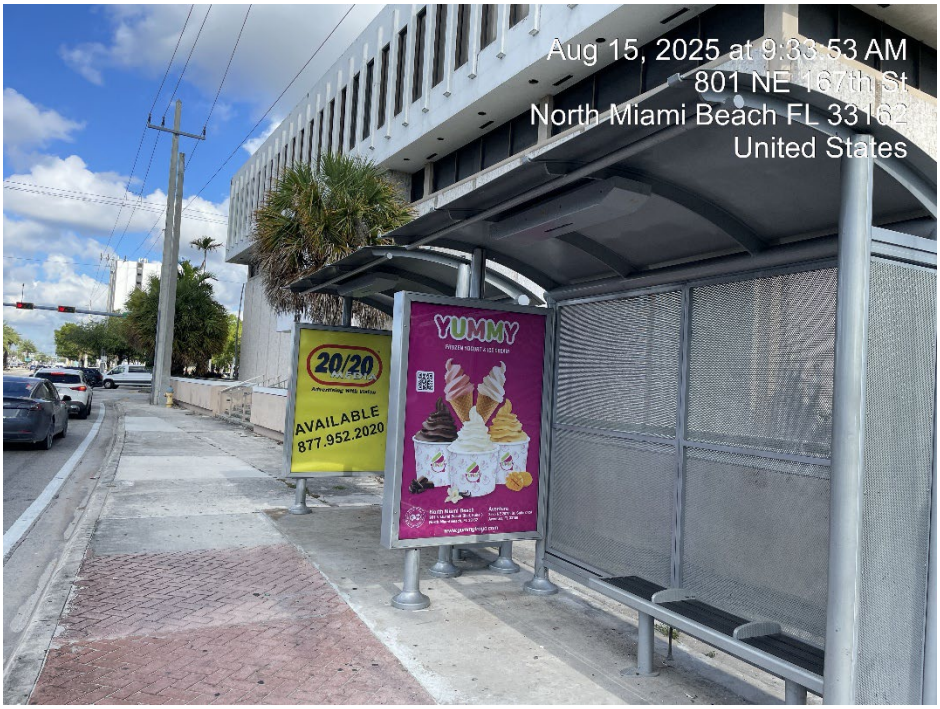
---

Proposed Installation Locations Identified (Aligns with New Routes)

Staff has identified the following locations for shelter installation (pending Commission approval of 6):

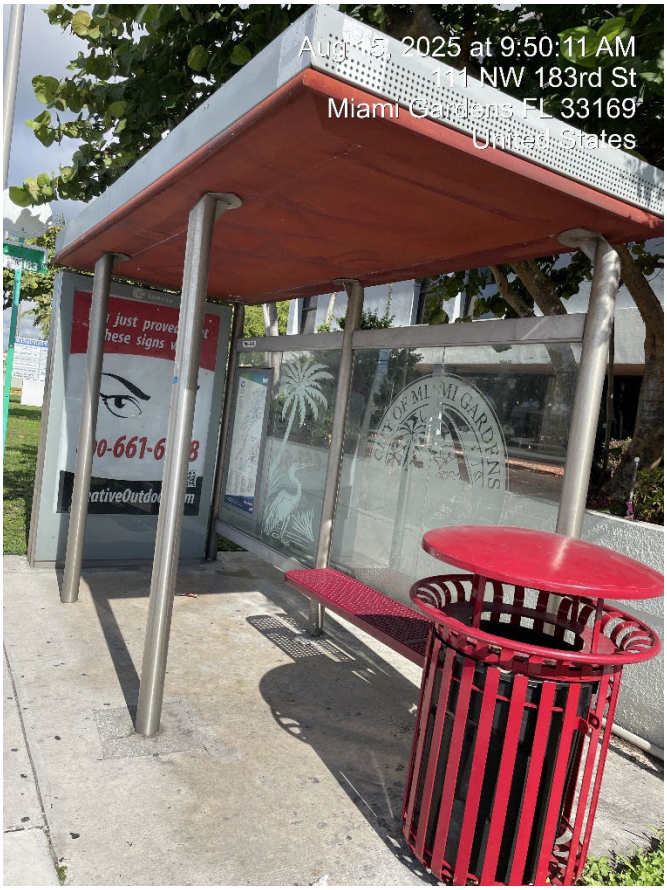
1. **1536 NE 179th St** – Greynolds Elementary (concrete pad present)
2. **1247 NE 167th St** – North Miami Beach School
3. **16711 W. Dixie Hwy** – Spanish Monastery
4. **17549 NE 15th Ave** – Near Greynolds Elementary
5. **13621 Highland Dr.** – High Park
6. **1980 NE 171st St** – Pool / City Hall area
7. **2331 NE 171st St** – Adventure Learning Center (concrete pad present)
8. **15901 NE 15th Ave** – Hazel Fazzino Park

- Picture of Existing NMB Shelter



- Picture of Miami Dade County Shelter

- Picture of Miami Gardens Shelter



City of North Miami Beach
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North Miami Beach, FL 33162
305-947-7581
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MEMORANDUM

TO: The Honorable Acting Mayor and Commission

FROM: Mario Diaz, City Manager

VIA: David Scott, Deputy City Manager; Kerlyne McHenry, Interim Public Works Director; Jamorie Depusoir, CIP Program Manager

DATE: August 9, 2023

RE: City Wide Bus Shelters Project (Background & Design Selection)

- **Resolution 2021-43 (4/22/2021):** Approval to Purchase 13 Bus Shelters total cost of $159,055.
  - Have 13 in stock (4 installed…the one near library was uninstalled)
  - 3 installed (NE 163/15th Ave, NE 163/17th AVE by tire kingdom, NE 163rd/NE 28 Ave)
- **Resolution 2021-124 (12/14/2021):** Installation of the Bus Shelters approved for $131,060.
- **2022:** Commissioner(s) did not like black background preferred a decorative glass backing etched, requested for alternate design options.
    a) As a result, the contractor pulled out and the project was placed on hold. There is an impact fee to remobilize the contractor TBD.
- **04/18/2023**: Tolar consultant at Commission Meeting. Feedback from presentation illustrating all design options:
    a) Safety: remove advertising which they believe creates a blind spot
    b) No additional spending on redesign or new bus shelter type: do not wish to invest any more funds in new or redesigning shelters.
    c) Consistency (standard): Want a standard for all city shelters moving forward.
- **05/2023-08/2023**: CRA board approved the current bench design for Hanford Blvd (in black, which is the supposed downtown area, 164th, between West Dixie & NE 15 Ave)
- **8/2023:** R2023-XX Resolution to Approve Citywide Bus Shelter Standardization with TOLAR MANUFACTURING reviewed by city attorney. City attorney advised:
  - "Contract with Tolar was already approved and – as written – this Resolution simply affirms the previous direction given to City staff by the Commission."

Based on the history of change requests for this project. Requesting this item be appropriately entered into the October agenda for either discussion or consent to provide Public Works with clear directions on whether we will move forward with installation of existing shelters (remove advertising) or enter a shelter design change for this project.

Attachments:

- Spec sheet for current shelters
- Resolution for purchase of shelters
- Resolution for installation of shelters
- Picture of existing sourced shelters (see below)

RESOLUTION NO. R2021-124

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID NO. ITB-21-072-MC – "TRANSIT SHELTER, AMENITIES & OUTDOOR EQUIPMENT INSTALLATION"; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, TECHGROUPONE, INC., AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND AN ESTIMATED AMOUNT NOT TO EXCEED $131,660; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") issued an Invitation to Bid No. ITB-21-072-MC ("ITB") for *Transit Shelter, Amenities & Outdoor Equipment Installation*; and

WHEREAS, electronic notices posted on the City's website and Periscope Source, with electronic notification sent to over 1,895 suppliers., and on October 19, 2021, the City received four (4) bids; and

WHEREAS, the Transit Manager and Director of Public Works, reviewed and provided confirmation that the apparent lowest responsive and responsible bidder TechGroupOne, Inc. ("TechGroupOne") meet the requirements of the ITB and recommend award in an estimated amount of $131,660; and

WHEREAS, Section 3-3.14 of the City's Code of Ordinances provides that contracts in excess of fifty thousand dollars ($50,000.00) shall be awarded by the City Commission; and

WHEREAS, the City Manager conducted his own due diligence and concurs with the recommendation to award of the ITB to the lowest responsive and responsible bidder, TechGroupOne, in an estimated amount of $131,660; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to award the ITB to TechGroupOne and authorize the City Manager or designee to execute an agreement, in an estimated amount of $131,660.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and City Commission hereby approve and award Invitation to Bid No. ITB-21-072-MC for *Transit Shelter, Amenities & Outdoor Equipment Installation* to TechGroupOne, Inc. and authorize and direct the City Manager or designee to execute an agreement, in a form acceptable to the City Attorney, with TechGroupOne, for *Transit Shelter, Amenities & Outdoor Equipment Installation,* in an estimated amount of $131,660.

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **14th day of December, 2021**.

ATTEST:

ANDRISE BERNARD, CMC
CITY CLERK

(CITY SEAL)

ANTHONY F. DEFILLIPO
MAYOR

APPROVED AS TO FORM, LANGUAGE
& FOR EXECUTION:

HANS OTTINOT
INTERIM CITY ATTORNEY

Sponsored by: Mayor and City Commission

Discussion Items
15.5.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Zafar Ahmed, Community Development Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	September 8, 2025

RE: Discussion on Condominium and Homeowner's Association Transparency Ordinance (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Ordinance_Draft
- Staff Report
- Business Impact Statement

ORDINANCE NO. 2025-XXX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING THE "CONDOMINIUM, COOPERATIVE, AND HOMEOWNERS ASSOCIATIONS TRANSPARENCY AND ACCOUNTABILITY ORDINANCE." ESTABLISHING REGISTRATION REQUIREMENTS FOR ASSOCIATIONS; REQUIRING DISCLOSURE OF KEY DOCUMENTS; ALIGNING WITH THE REQUIREMENTS OF HB 913 (2025) AS ADOPTED BY THE FLORIDA LEGISLATURE; REQUIRING ANNUAL REPORTING TO THE STATE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach is home to hundreds of condominium, cooperative, and homeowners' associations; and

WHEREAS, it is in the public interest to increase transparency, accountability, and safety within these associations; and

WHEREAS, the Florida Legislature enacted House Bill 913 during the 2025 Legislative Session to strengthen governance, structural safety, financial transparency, and oversight of condominium and cooperative associations; and

WHEREAS, this ordinance is intended to align with the requirements of HB 913 (2025), as adopted by the Florida Legislature, including provisions for Structural Integrity Reserve Studies (SIRS), milestone inspections, financial disclosures, and mandatory reporting to the Department of Business and Professional Regulation (DBPR); and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the City has the authority to enact ordinances that protect the public health, safety, and welfare, including regulation of community associations within its jurisdiction; and

WHEREAS, the City Commission finds this Ordinance to be necessary for the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance; all exhibits attached hereto are made a specific part of this Ordinance.

Section 2. The Condominium, Cooperative, and Homeowners Associations Transparency and Accountability Ordinance shall read as follows:

SECTION 1. SHORT TITLE

This ordinance shall be known as the "Condominium, Cooperative, and Homeowners Association Transparency and Accountability Ordinance."

SECTION 2. DEFINITIONS

"Association" means a condominium association, cooperative association, or homeowner's association as defined in Chapters 718, 719, and 720, Florida Statutes, respectively.
"Milestone Inspection" means the structural inspections required pursuant to Section 553.899, Florida Statutes, as amended by HB 913.
"Structural Integrity Reserve Study (SIRS)" means the reserve study required pursuant to Section 718.112(2)(g), Florida Statutes.

SECTION 3. REGISTRATION REQUIREMENTS

All associations operating within the City shall register annually with the City Clerk or their designee. The registration must include the following, submitted via the City's designated online portal unless otherwise approved in writing by the City Clerk:

1. Name of the association
2. Business address and legal description of the properties
3. Contact information for the property manager or designated contact
4. List of officers and directors with mailing and email contact information
5. Website, if any
6. Corporate seal, if any
7. By-laws and association rules (most recent versions)
8. List of planned capital projects through January 1 of the following year
9. Adopted annual budget
10. Recorded declaration of condominium and amendments
11. Posting location for building permits
12. Pending litigation (cases filed within the past three years)
13. Insurance agent contact
14. Date of original building certification
15. Status of structural recertification
16. Most recent structural or safety inspection report
17. Name and license of community association manager (CAM) and CAM firm

SECTION 4. ANNUAL UPDATE

By January 30th of each year, each association shall submit an updated registration reflecting any changes to the required information. Failure to submit updated information shall be considered noncompliance under Section 6 of this Ordinance.

SECTION 5. FEES

An annual registration fee of $150 shall be submitted with each application or renewal. The City Manager may establish additional administrative procedures regarding fee collection. Fee waivers may be considered under limited circumstances upon written request.

SECTION 6. ENFORCEMENT

(a) If an association fails to register by the due date, the City shall issue a written Notice of Noncompliance, allowing 30 calendar days to cure the violation.
(b) If no corrective action is taken within 45 days, the City may post a Notice of Noncompliance at the association's main entrance and notify all unit owners by mail or email, if available.
(c) A civil fine of $500 shall be assessed on the 45th day of noncompliance. A subsequent fine of $1,000 shall be assessed on the 60th day of noncompliance.
(d) The City may pursue enforcement through its Code Compliance Division or Special Magistrate, consistent with Chapter 162, Florida Statutes.

SECTION 7. STATE COMPLIANCE AND REPORTING

Pursuant to HB 913, all associations subject to state-mandated milestone inspections or Structural Integrity Reserve Studies (SIRS) shall:
- Submit reports and documentation to the City annually.
- Provide evidence of compliance or a timeline for required repairs.
- Authorize the City to report required data to the Department of Business and Professional Regulation (DBPR) by October 1 of each year.

The City's role is to facilitate compliance and reporting but does not replace the association's obligations under state law.

SECTION 8. SEVERABILITY

If any part of this Ordinance is found invalid by a court, the remainder shall remain in full force and effect.

SECTION 9. CODIFICATION

This Ordinance shall be incorporated into the City Code and the *sections* ***may be renumbered, as necessary.***

SECTION 10. EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption and shall apply to all associations operating within the City as of the effective date.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this _____ day of September 2025.

ATTEST:

_____	_____
ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

City of North Miami Beach

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

CITY COMMISSION MEETING		
Legislative Ordinance		
Meeting Date: XX/XX/2025	**File No**: 25-XXX	**Application Name**: **Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance**
Request: To ensure local alignment and reinforce these state mandates, the City proposes the creation of the **"Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance."**		

Background:

The City of North Miami Beach is home to a significant number of condominium, cooperative, and homeowner associations. These associations are responsible for managing multi-unit residential properties, shared infrastructure, and community assets, directly impacting the quality of life for thousands of residents.

In response to increasing concerns regarding structural safety, financial mismanagement, lack of transparency, and insufficient communication between associations and local government, the Florida Legislature enacted **House Bill 913** in 2025. HB 913 mandates structural inspections, reserve studies, and state-level reporting requirements to enhance the accountability and safety of community associations.

To ensure local alignment and reinforce these state mandates, the City proposes the creation of the **"Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance."**

Staff Analysis:

II. PURPOSE AND INTENT

The primary goals of the proposed ordinance are to:

- Improve transparency and accountability within residential community associations;
- Establish a local registration and documentation process;
- Track structural and financial compliance;
- Support residents with access to key information;
- Coordinate with state-mandated reporting requirements under HB 913;
- Enhance safety oversight and long-term community resilience.
-

City of North Miami Beach

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

III. SUMMARY OF COMPLIANCE WITH CODE OF ORDINANCES

The ordinance includes the following key components:

1. **Annual Registration Requirement**:
   All associations must submit an annual registration form to the City Clerk containing critical administrative and structural information.
2. **Required Documentation**:
   Associations must provide organizational documents, inspection reports, litigation status, insurance details, and other materials to maintain transparency.
3. **State Compliance Alignment**:
   Associations subject to milestone inspections or Structural Integrity Reserve Studies (SIRS) must submit compliance reports to the City and authorize the City to forward data to the Department of Business and Professional Regulation (DBPR).
4. **Fees**:
   A $150 annual registration fee is required to support administrative processing and oversight.
5. **Enforcement**:
   A progressive enforcement framework includes warnings, fines ($500–$1,000), public notice of noncompliance, and potential referral to the City's Code Compliance Division.
6. **Public Access and Transparency**:
   Registered information will be used to develop a searchable database and improve communication with residents.

IV. ALIGNMENT WITH CITY POLICY GOALS

Comprehensive Plan Consistency:
The City's Comprehensive Plan and the Florida Statutes establish that a development order and development approved by the City is consistent with the adopted comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of development permitted by such order or approval are compatible with and further the objectives, policies, land uses, and densities or intensities established in the comprehensive plan and land development regulations. The proposed text amendment ordinance is consistent with and furthers the following policies of the North Miami Beach Comprehensive Plan:

Policy 1.3.1
Enforce the City Property Standards Ordinance to achieve correction of substandard housing.

Policy 1.3.3
Work with the residents of each neighborhood to achieve stabilization and revitalization of the City's residential areas through the implementation of programs and capital improvements specifically aimed at improving the quality of those areas.

Policy 1.3.4
Continue to implement inspection and code enforcement programs to ensure housing quality and safety.

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
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In Summary: This ordinance supports the City's Comprehensive Plan and Strategic Priorities by:

- Promoting **safe and resilient housing**;
- Enhancing **government transparency and responsiveness**;
- Improving the **quality of life in multifamily and HOA communities**;
- Strengthening **intergovernmental coordination** with state regulatory agencies.

V. FINANCIAL IMPORDINANCE

The annual registration fee will offset administrative costs associated with tracking, processing, and compliance enforcement. No additional budget appropriation is required at this time.

VI. RECOMMENDATION

Staff recommends **approval of Ordinance No. 2025-XXX** to implement the Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance.

This ordinance will establish a foundation for improved transparency, structural oversight, and public trust in North Miami Beach's residential associations

Project Planner:	**Review Dates:**	**Submittal Attachments**
Name Title Department	Planning & Zoning Board: XX XX, 2025 City Commission Meeting: XX XX, 2025 (1st Reading) XX XX, 2025 (2nd Reading)	1. Staff Report 2. Ordinance 3. Business ImpOrdinance Statement Form 4. Presentation

BUSINESS IMPACT STATEMENT

Pursuant to Section 166.041(4), Florida Statutes and City Ordinance Requirements

ORDINANCE TITLE:

Condominium, Cooperative, and Homeowners Association Transparency and Accountability Ordinance

DESCRIPTION OF ORDINANCE:

This ordinance establishes registration, documentation, and compliance requirements for condominium, cooperative, and homeowners associations operating within the City of North Miami Beach. It aligns with the requirements of Florida House Bill 913 (2025) and includes provisions for annual registration, disclosure of governance and financial documents, structural safety inspections, and penalties for noncompliance.

BUSINESS ENTITIES IMPACTED:

This ordinance primarily impacts residential associations that operate as not-for-profit corporations under Chapters 718, 719, or 720, Florida Statutes. These include condominium associations, cooperative associations, and homeowners associations with multi-family units located in the City of North Miami Beach.

ESTIMATED REGULATORY COST TO BUSINESSES:

The ordinance imposes a $150 annual registration fee for each qualifying association. Additional compliance costs may include administrative time to compile and submit required documents and reports. Most associations already maintain these documents and submit them under state law, so incremental costs are expected to be minimal for associations operating in good standing.

RATIONALE FOR ADOPTION:

This ordinance is necessary to enhance local transparency, promote structural safety, improve financial oversight, and ensure alignment with recently enacted state legislation (HB 913). It enables the City to assist with state reporting requirements and respond proactively to resident concerns regarding association operations.

STATEMENT OF COMPLIANCE WITH SECTION 166.041(4), F.S.:

This Business Impact Statement complies with the requirements of Section 166.041(4), Florida Statutes, and confirms that the City has considered the impact of the proposed ordinance on local business entities, including not-for-profit corporations and residential associations.

Prepared by: Zafar N. Ahmed

Title: Director of Community Development

Date: July 30, 2025

Discussion Items
15.8.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	September 8, 2025

RE: Regular Commission Meeting Minutes of June 17, 2025 (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Regular Commission Meeting Minutes of June 17, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, June 17, 2025

Mayor Michael Joseph
Vice Mayor Jay Chernoff
Commissioner McKenzie Fleurimond
Commissioner Daniela Jean
Commissioner Phyllis S. Smith
Commissioner Fortuna Smukler
Commissioner Lynn Su

Interim City Manager Andrew Plotkin

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

City Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Regular Commission Meeting was called to order at 6:22pm.

Present at the meeting were Mayor Michael Joseph, Vice Mayor Jay Chernoff, Commissioner McKenzie Fleurimond, Commissioner Daniela Jean, Commissioner Phyllis Smith, Commissioner Fortuna Smukler, and Commissioner Lynn Su.

INVOCATION by Pastor Rey Martinez of Church House of Praise.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS, AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced the following:

Per the request of Office of the City Manager, a presentation regarding hurricane preparedness will be withdrawn.

Per the request of Commissioner Su, Resolution R2025-69 and Resolution R2025-71 will be pulled from the Consent agenda and moved to Legislation.

Per the request of Commissioner Jean, Resolution R2025-73 will be deferred to the next Commission Meeting.

Per the request of Commissioner Smith, Resolution R2025-77 will be pulled from the consent agenda and heard before the quasi-judicial item.

Per the request of Vice Mayor Chernoff, the process for selecting a new City Manager will be heard first among the Discussion items.

Per the request of Commissioner Su, Resolution R2025-83 will be deferred to the next Commission meeting.

Per the request of Commissioner Jean, Resolution R2025-84 will be deferred to a future date.

Per the request of Commissioner Su, the American Rescue Plan Act (ARPA) updates will be moved from Discussion and moved to Presentations.

A resolution regarding a Commission Meeting recess for the month of August will be added to the Consent Agenda.

A resolution regarding the 159th Street Expansion Program will be added.

Per the request of Commissioner Su, a Discussion item regarding Virtual Access and Accessibility to Meetings will be added.

A resolution rescheduling the September 16, 2025 Commission Meeting to September 8, 2025 will be added.

Motion to **approve** to keep Resolution R2025-83 on the agenda and move it to the first item under Legislation made by Vice Mayor Chernoff, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 6-1** with Commissioner Su opposed.

Motion to **approve** the Commission Meeting agenda as amended made by Commissioner Jean, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 6-1** with Commissioner Smukler opposed.

PRESENTATIONS/DISCUSSIONS

Chief Financial Officer Tarik Rahmani discussed the American Rescue Plan Act (ARPA) funding that the City received and allocate and provided a compliance and reconciliation update.

Miami-Dade County Tax Collector Dariel Fernandez appeared before the Mayor and Commission and discussed available services.

Commissioner Smukler discussed the City trolley service, routes, and contracts.

PUBLIC COMMENT

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

City Clerk Andrise Bernard read the rules of public comment and the pledge of civility.

The following person(s) made comments on the record:

1. Yevgeny Fridkin
2. Marilyn Anderson
3. Louise Harkness
4. Gilda Gevis
5. Nancy Arnett
6. Ruth Ogen
7. Dianne Doolity
8. Loreen Hackman
9. Maria Echevarria
10. Eileen Damaso
11. Norman Axelman
12. Leslie Sardinia
13. Barbara Kramer
14. Whitney Padote
15. Mercedes Quintero
16. Emily Ponce
17. Christine Snelgrove
18. Bobbye Farino
19. Collis Stoner Williams
20. Elena Keith
21. David Zapen
22. Maria Hauck
23. Mubarak Kazan

The meeting was closed for **PUBLIC COMMENT**.

ANNOUNCEMENTS

Jasmine Joseph of the Communications Department announced the upcoming Juneteenth event, 151st Street station community outreach workshop, Farm Share food distribution, senior luncheon, Golden Passport event, Hurricane Expo, UMC mobile health clinic, DMV on-site visit, and Peruvian cultural festival.

CITY COMMISSION REPORTS

Commissioner Fleurimond thanked everyone for speaking during Public Comment, expressed condolences regarding the recent incident in Minnesota, and discussed boards and committees interacting with City departments.

Commissioner Jean expressed condolences regarding the recent incident in Minnesota, recognized Caribbean American Heritage Month, discussed the Golden Passport transportation service, praised the Police Department and talked about her ride-along experience, announced the upcoming hurricane preparedness event, discussed the 159th Street forum, the start of summer

camp, bus shelters, and ARPA funding, recognized Juneteenth, and talked about a sponsorship deck for the centennial celebration.

Commissioner Smith thanked everyone for speaking during Public Comment, discussed the need for speed bumps and stop signs, talked about educating senior citizens on hurricane preparedness, stated that Coastal Waste should attend the next meeting regarding 159th Street, and discussed animal safety on July 4th and the importance of learning how to swim.

Commissioner Smukler stated that the North Miami Beach Library will begin working with the Alliance for Aging and SHINE program.

Commissioner Su discussed conducting a forensic audit regarding the ARPA funding and giving more power to City boards and committees, thanked everyone for speaking during Public Comment and talked about the possibility of virtual participation, thanked the Miami-Dade County Property Appraiser and Tax Collector offices and Commissioner Marleine Bastien for bringing services to the City, discussed the 159th Street forum and the ending of fluoridation in the City water, announced her upcoming neighborhood voices event and the UMC free clinic, talked about hurricane season, and recognized Juneteenth and July 4th.

Vice Mayor Chernoff thanked everyone for speaking during Public Comment, congratulated Ian Fors of the Parks and Recreation Department regarding the birth of his child, thanked Miami-Dade County Commissioner Marleine Bastien concerning the 159th Street project, announced the upcoming Farm Share food distribution, congratulated Omarr Nickerson and Commissioner Smukler for their roles with the Miami-Dade League of Cities, and discussed a City ordinance about blowing lawn debris, the recent incident in Minnesota, swale and street damage caused by the gas company, and photos of former mayors in the Commission Chambers.

Mayor Joseph thanked everyone for speaking during Public Comment and mentioned the upcoming Juneteenth event and mobile county services at the City.

CONSENT AGENDA

Commission Conference Minutes of May 20, 2025

Regular Commission Meeting Minutes of May 20, 2025

Special Commission Meeting Minutes of June 9, 2025

Resolution R2025-67 Purchase of a Portable CCTV System for Routine and Emergency Inspections of Sewer Lines (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND CUES, INC. FOR THE PURCHASE OF D8-C550, A PORTABLE CCTV SYSTEM FOR ROUTINE AND EMERGENCY INSPECTION OF SEWER LINES; FOR A BUDGETED AMOUNT NOT TO EXCEED $74,205.00; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION;

PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-68 Purchase of Two John Deere Backhoe Loaders (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH DOBBS EQUIPMENT, LLC FOR THE PURCHASE OF TWO (2) JOHN DEERE BACKHOE LOADERS; IN AN AMOUNT NOT TO EXCEED $322,326; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-70 Purchase of Painting and Pressure Cleaning Services (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH J & J, INC. DBA EAGLE PAINTING FOR THE PURCHASE OF PAINTING AND PRESSURE CLEANING SERVICES; IN AN AMOUNT NOT TO EXCEED $112,251.00; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. R2025-72 Authorizing a Change Order with Southern Underground Industries, Inc. for Bunche Park Water Main Replacement Project (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING A CHANGE ORDER WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED $187,944.00; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-73 Purchase and Installation of Office Furniture (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND MULTIPLE VENDORS FOR THE PURCHASE AND INSTALLATION OF OFFICE FURNITURE; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED $500,000.00; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO

DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-73 was deferred to the next Commission Meeting.

Resolution R2025-74 Purchase of Original Equipment Automotive Parts, Services, and Shop Supplies (Shereece George-Depusoir, Chief Procurement Officer)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MULTIPLE VENDORS INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY $100,000.00 FOR THE PURCHASE OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTOMOTIVE PARTS, SERVICES AND SHOP SUPPLIES; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-75 Purchase of Fire Hydrant Maintenance and Repair Services (Hamid Nikvan, NMB Water Director)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK CONTRACT WITH R & M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES; IN AN ANNUAL AMOUNT NOT TO EXCEED $175,000.00; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-76 Task Order for Professional Engineering Services for the Comprehensive Plan (Zafar Ahmed, Community Development Director)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE COMPLETION OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $350,000.00, WITH THE CORRADINO GROUP UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-78 Legislation Establishing Parameters for the Development of Parcels for Modular Non-Permanent Commercial, Cultural, and Recreational Activities (Commissioner Daniela Jean) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY

OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DEVELOP LEGISLATION ESTABLISHING PARAMETERS FOR THE DEVELOPMENT OF PARCELS FOR MODULAR NON-PERMANENT COMMERCIAL, CULTURAL, AND RECREATIONAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO, COMMUNITY MARKETS, ART AND ENTERTAINMENT SPACES, DINING SPACES, AND OTHER COMMERCIAL AND RECREATIONAL USES AND TO IDENTIFY VACANT AND UNDERUTILIZED PARCELS FIT FOR SUCH USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-79 Tourism Initiatives (Commissioner Daniela Jean)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO IDENTIFY AND APPLY FOR TOURISM RELATED GRANTS, DEVELOP A MARKETING CAMPAIGN TO PROMOTE TOURISM, INTERNATIONAL TRADE, AND TRANSPORTATION INITIATIVES IN THE CITY OF NORTH MIAMI BEACH; AUTHORIZING THE CITY MANAGER OR CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-85
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ALLOWING FOR RECESS OF THE CITY COMMISSION DURING THE MONTH OF AUGUST OF 2025; AND ALLOWING FOR WORKSHOPS AND SPECIAL MEETINGS TO PROCEED DURING THE RECESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-86
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RESCHEDULING THE SEPTEMBER CITY COMMISSION MEETING FROM SEPTEMBER 16, 2025, TO SEPTEMBER 8, 2025, TO ACCOMMODATE THE CITY MAYOR'S AND THE CITY COMMISSION'S ATTENDANCE AT THE 2025 US-JAPAN SISTER CITIES INTERNATIONAL SUMMIT TAKING PLACE ON SEPTEMBER 16, 2025, THROUGH SEPTEMBER 19, 2025; AND AUTHORIZING THE INTERIM CITY MANAGER TO DESIGNATE FUNDS TO PAY FOR REGISTRATION AND TRAVEL AND LODGING FOR ATTENDEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** the Consent Agenda made by Vice Mayor Chernoff, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 4-3** with Commissioner Smith, Commissioner Smukler, and Commissioner Su opposed.

Resolution R2025-77 was pulled from the Consent Agenda by Commissioner Smith to be read separately.

Resolution R2025-77 Renaming Patricia A. Mishcon Athletic Field to Jeffrey and Patricia Mishcon Athletic Field (Commissioner Phyllis Smith)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RENAMING THE PATRICIA A. MISHCON ATHLETIC FIELD TO THE JEFFREY AND PATRICIA MISHCON ATHLETIC FIELD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** Resolution R2025-77 made by Commissioner Jean, seconded by Mayor Joseph.
Voice Vote: **MOTION PASSED 7-0**.

QUASI-JUDICIAL

Resolution R2025-80 Consideration for Approval of Development Site Plan for the Construction of Raising Cane's Restaurant (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR APPROVAL OF A DEVELOPMENT SITE PLAN INCLUDING CONDITIONAL USE, VARIANCES, AND CONDITIONS FOR THE CONSTRUCTION OF RAISING CANE'S RESTAURANT WITH DRIVE-THRU SERVICES. THE RESTAURANT CONSISTS OF 3,181 SQUARE FEET OF INDOOR SPACE, A COVERED PATIO AREA FOR OUTDOOR DINING, A TWO-LANE DRIVE-THRU ACCOMMODATING UP TO 23 VEHICLES AT A TIME AND 15 PARKING SPACES; VARIANCES FROM SECTION 24-58.4(G)(4) TO WAIVE THE REQUIREMENT THAT A DRIVE-THROUGH IN THE MU/C DISTRICT MUST BE LOCATED WITHIN A PARKING GARAGE; FROM SECTION 24-58.4(K)(2)(A) AND SECTION 24-58(S)(3)(B)(I)(2) TO PERMIT THE BUILDING FRONTAGE AT 59% AND FORECOURT SIZE AT 79%; FROM SECTION 24-58(S)(1)(G)(I)(4) FROM THE GLAZING REQUIREMENTS; FROM SECTION 24-58(S)(1)(G)(I)(5) WINDOW PLACEMENT REQUIREMENT; FOR THE DEVELOPMENT TO BE LOCATED AT 14025 BISCAYNE BOULEVARD; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard announced that the subject matter of any ex-parte communication together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter and stated that she received a Jennings Disclosure form from Commissioner Jean and Commissioner Su.

Commissioner Smukler, Commissioner Smith, Vice Mayor Chernoff, Mayor Joseph, and Commissioner Fleurimond disclosed the names of the individuals (if any) that they communicated with regarding the item and confirmed that they can make a decision based on the information presented at the meeting.

City Clerk Andrise Bernard asked anyone who will be providing testimony regarding the item to raise their right hand and be sworn in.

Director of Community Development Zafar Ahmed explained the proposed site plan, conditional use, and request for variances and presented an aerial location map of the subject property and described the zoning district.

Tracy Slavens appeared before the Mayor and Commission and represented the applicant.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Motion to **approve** Resolution R2025-80 made by Commissioner Smith, seconded by Commissioner Jean.

The Mayor and Commission discussed the proposed development project.

Roll Call Vote:
Fleurimond - Yes
Jean - Yes
Smith - Yes
Smukler - Yes
Su - Yes
Chernoff - Yes
Joseph - Yes

MOTION PASSED 7-0.

DISCUSSION

City Attorney Joseph Geller discussed the litigation settlement agreement regarding the case of Arthur Sorey v. City of North Miami Beach.

Motion to **approve** the settlement agreement made by Commissioner Fleurimond, seconded by Commissioner Jean.

The Mayor and Commission discussed the proposed settlement agreement.

Roll Call Vote:
Jean - Yes
Smith - Yes
Su - Yes
Fleurimond - Yes
Chernoff - No
Smukler - No

Joseph - Yes

MOTION PASSED 5-2 with Vice Mayor Chernoff and Commissioner Smukler opposed.

Mayor Joseph directed City staff to review issues related to this case and see if any funds could be recouped.

LEGISLATION

Resolution R2025-81 Award Approving the Ranking of the Three (3) Most Highly Qualified Firms that Responded to Request for Qualifications RFP-24-048-SG School Zone Speed Detection System and Monitoring Program (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE RANKING OF THE THREE (3) MOST HIGHLY QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFP-24-048-SG SCHOOL ZONE SPEED DETECTION SYSTEM AND MONITORING PROGRAM; AND AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED MOST-QUALIFIED FIRM AND IF NEGOTIATIONS ARE UNSUCCESSFUL, WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY UNTIL AN ACCEPTABLE AGREEMENT CAN BE RECOMMENDED FOR CITY COMMISSION APPROVAL.

Chief Procurement Officer Shereece George-Depusoir provided an explanation of Resolution R2025-81.

The Mayor and Commission discussed the proposed resolution.

Deputy Chief of Police Stuart Nichols provided information regarding the school zoned speed detection system and monitoring program.

Motion to **approve** Resolution R2025-81 made by Commissioner Fleurimond, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Ordinance 2025-03 (First Reading) Amending Guidelines for Appointments of the Economic Development Commission (Commissioners McKenzie Fleurimond and Phyllis Smith)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY OF NORTH MIAMI BEACH CODE BY AMENDING SECTION 2-49.7 ENTITLED "GUIDELINES FOR APPOINTMENTS" OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief of Staff Marline Monestime provided an explanation of Ordinance No. 2025-03.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Motion to **approve** Ordinance No. 2025-03 on first reading made by Commissioner Smith, seconded by Vice Mayor Chernoff.

Roll Call Vote:
Smith - Yes
Smukler - Yes
Su - Yes
Fleurimond - Yes
Jean - Yes
Chernoff - Yes
Joseph - Yes

MOTION PASSED 7-0 on first reading.

Ordinance 2025-04 (First Reading) Amending the Text of the Comprehensive Plan Infrastructure Element (Zafar Ahmed, Community Development Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; AMENDING POLICY 1.3.13 AND OBJECTIVE 1.5 AND CREATING NEW POLICIES 1.1.6, 1.1.7, 1.5.2 1.5.3, 1.5.4, 1.5.5 AND 1.5.6 TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Director of Community Development Zafar Ahmed provided an explanation of Ordinance No. 2025-04 and discussed the purpose and intent of the item.

Motion to **approve** Ordinance No. 2025-04 on first reading made by Vice Mayor Chernoff, seconded by Commissioner Smukler.

Commissioner Su discussed the public notice/advertising process and the vote of the Planning and Zoning Board regarding the item.

Director of NMB Water Hamid Nikvan provided additional information about the ordinance.

The Mayor and Commission discussed the proposed ordinance.

Roll Call Vote:
Smukler - Yes
Su - Yes
Fleurimond - Yes
Jean - Yes
Smith - Yes
Chernoff - Yes
Joseph - Yes

MOTION PASSED 7-0 on first reading.

DISCUSSION

The Mayor and Commission discussed the process of selecting a City Manager. City Attorney Joseph Geller stated that parameters, standards, requirements, and qualifications need to be developed with the help of Procurement and Human Resources. Chief Procurement Officer Shereece George-Depusoir stated that there is a difference between a solicitation for vendors and firms as opposed to individual applicants.

LEGISLATION Cont'd

Ordinance 2025-05 (First Reading) Amending the Code of Ordinances to Create a New Article Entitled "Public Arts" (Zafar Ahmed, Community Development Director)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, ENTITLED "ZONING AND LAND DEVELOPMENT," OF THE CITY'S CODE OF ORDINANCES TO CREATE A NEW ARTICLE XX ENTITLED "PUBLIC ARTS,"; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Director of Community Development Zafar Ahmed provided an explanation of Ordinance No. 2025-05.

Motion to **approve** for the Mayor and Commission to be co-sponsors of the ordinance made by Commissioner Jean, seconded by Commissioner Smith.

The Mayor and Commission discussed the proposed ordinance and Commissioner Smith recommended several revisions and City staff will review accordingly before second reading.

Motion to **approve** Ordinance No. 2025-05 on first reading made by Commissioner Smith, seconded by Vice Mayor Chernoff.

Roll Call Vote:
Su - Yes
Fleurimond - Yes
Jean - Yes
Smith - Yes
Smukler - Yes
Chernoff - Yes
Joseph - Yes

MOTION PASSED 7-0 on first reading.

Resolution R2025-82 Approving and Authorizing a Change Order to the Contract with Prolime Corporation for Loading, Hauling, and Disposal of Liquid Lime Sludge (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH PROLIME CORPORATION FOR LOADING, HAULING, AND DISPOSAL OF LIQUID LIME SLUDGE; INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED $260,000; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** Resolution R2025-82 on first reading made by Commissioner Smith, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-83 Budget Amendment to Fund Home Rehabilitation Program (Marline Monestime, Chief of Staff)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET FOR THE HOME REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

The Mayor and Commission discussion the proposed resolution.

Chief of Staff Marline Monestime and Economic Development Specialist Mercedes Mosley provided an explanation of the home rehabilitation program.

Motion to **approve** Resolution R2025-83 made by Vice Mayor Chernoff, seconded by Mayor Joseph.
MOTION PASSED 6-1 with Commissioner Su opposed.

Motion to **approve** to extend the Commission Meeting for 10 minutes past midnight made by Commissioner Jean, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-69 was pulled from the Consent Agenda and moved to Legislation.

Resolution R2025-69 Formal Support for the FIFA World Cup 2026 Miami Host Committee (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING FORMAL SUPPORT FOR THE FIFA WORLD CUP 2026 MIAMI HOST COMMITTEE; ESTABLISHING THE "NORTH MIAMI BEACH 2026 WORLD CUP PARTNERSHIP AND SUPPORT INITIATIVE" TO ALIGN CITY SERVICES, RESOURCES, AND COMMUNITY PROGRAMMING INCLUDING WATER SERVICES WITH REGIONAL TOURNAMENT OPERATIONS, AFFIRMING THE CITY'S COMMITMENT TO COLLABORATION ON PUBLIC SAFETY, TRANSPORTATION, TOURISM, WATER INFRASTRUCTURE, AND COMMUNITY ENGAGEMENT EFFORTS; PROVIDING FOR AN EFFECTIVE DATE.

The Mayor and Commission discussed the proposed resolution.
Motion to **approve** Resolution R2025-69 made by Commissioner Su, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 6-0** with Commissioner Fleurimond off the dais.

Resolution R2025-71 was pulled from the Consent Agenda and moved to Legislation.

Resolution R2025-71 Accepting the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) Hiring Program Grant Award for the Purpose of Hiring Eight Police Officers (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM GRANT AWARD IN THE AMOUNT OF $1,000,000.00 FOR THE PURPOSE OF HIRING EIGHT (8) POLICE OFFICERS; AUTHORIZING THE REQUIRED LOCAL MATCH IN THE AMOUNT OF $1,106,608.00 TO BE FUNDED FROM THE POLICE DEPARTMENT'S PERSONNEL BUDGET WITHIN THE GENERAL FUND; COMMITTING TO RETAIN THE HIRED OFFICERS FOR AT LEAST ONE YEAR AFTER THE CONCLUSION OF THE GRANT PERIOD; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor and Commission discussed the proposed resolution.

Motion to **approve** Resolution R2025-71 made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Deputy Chief of Police Stuart Nichols and Senior Management Analyst Frandley Defilie provided an explanation of the resolution.

Resolution R2025-87
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO THE PROPOSED MIAMI-DADE COUNTY ROAD WIDENING PROJECT ALONG NW 159TH STREET; RAISING CONCERNS RELATED TO LAND USE, PUBLIC SAFETY, ENVIRONMENTAL IMPACT, AND COMMUNITY PRESERVATION; URGING MIAMI-DADE COUNTY TO HALT FURTHER ACTION ON THE PROJECT UNTIL FULL COMMUNITY INPUT IS OBTAINED AND IMPACTS ARE ADEQUATELY ADDRESSED; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Motion to **defer** to the next Commission Meeting made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-84 was deferred to a future date.

Resolution R2025-84 Establishing an Internal Budget Transfer Process (Commissioner Daniela Jean and Commissioner Lynn Su)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A COMPREHENSIVE POLICY GOVERNING INTERNAL BUDGET TRANSFERS, CONTINUING APPROPRIATIONS, REPORTING REQUIREMENTS, AND FINANCIAL TRANSPARENCY; SETTING FORMAL APPROVAL THRESHOLDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller discussed the recent incident in Minnesota and asked the Mayor and Commission to direct the administration to provide a report and recommendation on what can be done to better improve and upgrade the safety of the elected officials.

Motion to **approve** to direct City staff to provide a report and recommendation on what can be done to better improve and upgrade the safety of the elected officials made by Commissioner Fleurimond, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** to extend the Commission Meeting for 5 minutes until 12:15am made by Commissioner Smith, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

DISCUSSION

The Mayor and Commission discussed virtual participation at Commission Meetings.

CITY MANAGER'S REPORT

Interim City Manager Andrew Plotkin thanked the Mayor and Commission for the opportunity to serve and announced that there will be a Commission Meeting for a quasi-judicial item on June 26, 2025.

DISCUSSION

The Mayor and Commission discussed Charter Review Board appointments.

ADJOURNMENT

The meeting was adjourned at 12:14am.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

City Manager's Report
16.1.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 8, 2025

RE: NMBPD Monthly Report (August 2025)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- NMBPD Monthly Report (August 2025)

HIGHLIGHTS & SIGNIFICANT INCIDENTS

NORTH MIAMI BEACH POLICE DEPARTMENT

MONTHLY REPORT

August 2025

Prepared by
Captain Michael Chinchilla
08/01/2025

HIGHLIGHTS & SIGNIFICANT INCIDENTS

ADMINISTRATIVE DIVISION

Recruiting, Academy and Training

- Recruited for a total of 70 hours at various locations in Miami-Dade County. This was at no cost to the City of NMB.
- -Sgt Winchester worked 22 hours at MDC in BLE and CO classes as a Police Instructor.
- -Detective A. Gonzalez worked 5 hours at MDC in BLE and CO classes as a Police Instructor.
- -I worked at MDC 5 hours as June 23 started the Summer Term for MDC's Undergraduate Studies Program where I teach as a Professor in their School of Justice. This class ended this month.
- -I have forwarded to our Administration Hiring Announcements from other agencies for their edification.
- -I have forwarded our Job Announcements to MDC for distribution and advertisement throughout their 8 campuses and via their social media platforms.
- *The hours of PD Recruitment and Branding Efforts listed above were at no cost to the city as Sgt Winchester, Detective A. Gonzalez and I were on our personal time.

Personnel

- A total of 1 police officer is currently participating in the Field Training Officer Program. One police officer who is supposed to be participating in Field Training is currently out due to shoulder surgery.
- Multiple Interviews for the position of Certified Police Officer, Police Recruit and Traffic Enforcement Specialist were held.

Training Attended

- NIAIA Annual Traiing Conference
- 2025 Crime Scene Investigations
- PADI Advanced Open Water Diver Certification
- Hostage Crisis Negotiation Level 1
- Interviews and Interrogations
- Solicitation for Cryptocurrency Fundamentals No. 2
- Driver Improvement Program
- Firearms Instructor Course
- 2025 High Profile Murder Case Symposium
- Field Training Officer Course For LEO's

Prepared by
Captain Michael Chinchilla
08/01/2025

HIGHLIGHTS & SIGNIFICANT INCIDENTS

- Hostage and Crisis Negotiation
- Field Training Officer Course For LEO's
- MGT-346 EOC Operations And Planning For All Hazards Events

Communications

- Answered approximately 3,579 incoming calls for police service

OPERATIONS DIVISION

- **Road Patrol**
  - Calls for Service: 8370; Including: Watch Orders: 2586; Night Eyes: 755; Community Contacts: 965
  - 59 (24 felonies) arrests this month. 610 traffic stops.

- **Notable actions:**

- On August 6, 2025, at approximately 0149 hours, NMBPD officers responded urgently to 2131 NE 180 St. for a male who had potentially overdosed on narcotics. Upon arrival, the victim was found unconscious, face down, with blue lips and face. Through a heroic effort, officers promptly administered Narcan three times and positioned him for safety until MDFR Rescue #31 arrived and provided additional Narcan, ultimately reviving the victim. Their quick and decisive actions saved a person's life. He was transported to Aventura Hospital for further treatment. The incident involved fentanyl use, and the coordinated response by NMBPD and MDFR exemplified exceptional dedication to public safety.

- On August 15, 2025, at 1848 hours, NMBPD officers responded to a 10-story apartment fire at 3703 NE 166 St., where apartment 606 was fully engulfed in flames after a lithium-ion battery exploded. Demonstrating exceptional courage and teamwork, officers evacuated the entire building floor by floor, carrying elderly and disabled residents down staircases, directing traffic, and securing the scene. Thanks to their swift and coordinated actions, all residents were safely evacuated with no reported injuries. MDFR's preliminary investigation ruled out arson, and affected residents were assisted by the Red Cross. The heroic efforts of all officers on scene undoubtedly saved lives and ensured the safety of the community during this chaotic incident.

- Officer Cooper graduated K9 School.

- Officer Olibrice commenced Phase 5 of the Field Training Officer Program (FTOP).

- Officer Samaia was recognized as the Top Cop for the Month of August 2025. Officer Samaia initiated 83 traffic stops, issued 113 citations, completed 35 FI's, and made 14 arrests.

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HIGHLIGHTS & SIGNIFICANT INCIDENTS

- The Afternoon Shift was recognized as the Top Squad for the Month of August 2025. Together they conducted 250 traffic stops, issued 310 citations, completed 40 FI's, and made 19 arrests.

- Altogether, road patrol conducted 610 traffic stops, issued 681 citations, completed 115 field contacts, and made 51 arrests.

COMMUNITY PARTNERSHIP DIVISION

Community Engagement

- Community Policing officers conducted high-visibility patrols in and around schools and the North Miami Beach Library to promote safety and build community trust.
- Officers joined residents in celebrating the 100th birthday of a reassurance program member, strengthening ties with the community.
- A successful Coffee with a Cop event was held on August 14th in partnership with the Miami-Dade Sheriff's Office, offering residents an opportunity to engage with officers in a positive setting.
- The National Night Out event was a resounding success, drawing between 400–500 participants, with great weather and strong community turnout. An after-action report will follow.
- School supply giveaways at both the library and the McDonald Center were well-received and helped prepare local students for the new school year.
- Police Athletic League (PAL) members and Police Explorers celebrated the end of summer with a fun and educational trip to SeaWorld.
- Police Explorers are scheduled to conduct joint training with Bay Harbor Police Explorers on September 10, 2025.

Patrol and Enforcement

- Code Compliance joined the Marine Patrol Vessel team to observe operations in Eastern Shores, enhancing inter-departmental collaboration.
- Multi-agency cooperation was highlighted when officers attended a marine patrol meeting with FWC, focusing on regional waterway safety.
- Numerous calls involving vagrants and ESR complaints were addressed and resolved.
- The Traffic Unit supported road officers by handling multiple vehicle blocking calls for service.
- Motors and Community Policing teams have been active in school zones since classes resumed on August 14th, conducting speed enforcement in partnership with Miami-Dade Schools Police to ensure student safety.

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08/01/2025

- A jet ski trailer was successfully towed from Eastern Shores after proper posting procedures were completed.

Investigations

- Detective Nelson worked diligently on several complaints around Crestview Towers to address ongoing community concerns.
- Detective Hernandez responded to and resolved a homeless-related issue at 18198 NE 19 Ave.
- Complaints tied to Club Law and Order were followed up on and resolved to maintain order in the community.

Special Events

- National Night Out (detailed above under Community Engagement) was highlighted as a major success with strong participation.
- The start of the new school year was marked by increased patrols, school supply giveaways, and active engagement by both Community Policing and Motors units.

INVESTIGATIVE DIVISION

- On July 3, 2025, detectives began investigating a string of vehicle burglaries at 16395 Biscayne Boulevard dating back to late June. Through their investigation, Sergeant Mendez along with Detectives Fleitas and Dostaly identified a suspect residing in Broward, who remained at large until returning to the property on July 28. After initially fleeing when confronted by security, the suspect later returned and was taken into custody by Officer Daniel Ruiz, who recognized him. On July 30, investigators executed a search warrant on the suspect's vehicle, recovering 16 credit cards, multiple driver's licenses belonging to possible burglary victims, fraudulent items, and a stolen firearm reported out of Miami Beach. The suspect was charged, and authorities are now working with Miami Beach police and federal agencies to pursue additional charges.

- The Tactical Investigations Unit (TIU) conducted a detailed follow-up on multiple vehicle burglaries and an unreported stolen vehicle linked to the Zone-1 Aqua Vista case. Through persistent investigative efforts, TIU identified and apprehended the suspect, Ramon Rainey. Their work led to the successful closure of three vehicle burglary cases and the recovery of the previously unreported stolen vehicle. On August 20, 2025, investigators caught Rainey in the act of stealing a vehicle,

resulting in his immediate arrest. This operation resolved several open cases and reinforced public safety within the community.

- On August 20, 2025, North Miami Beach Police responded to 2020 NE 169 Street after a male city employee was found with a gunshot wound to the chest. Despite officers' lifesaving efforts amid a hostile crowd, the victim was transported to Aventura Hospital, where he later succumbed to his injuries. Investigators determined that over thirty rounds were fired by multiple shooters who fled on foot. The Criminal Investigation Division assumed the case, and through extensive investigative work, obtained a search warrant for a residence at 4900 NW 15th Court. One suspect was arrested at the residence, two additional occupants were taken into custody on outstanding warrants, and a vehicle was towed pending a search warrant. Another suspect has been identified, and efforts are ongoing to locate them with assistance from the Tactical Investigations Unit.

- Detectives Allen Daise and Eric Rivera were recognized as Officer of the Month for July 2025. On June 11, 2024, NMBPD officers responded to a homicide at 2063 NE 163rd Street, where a victim was fatally shot during an unprovoked attack at a local smoke shop. Detectives Allen Daise and Eric Rivera led a complex investigation despite minimal initial evidence, working tirelessly with local, state, and federal partners to identify all four suspects. Through relentless effort and strategic coordination, the detectives successfully apprehended all offenders by July 2025, including two who were captured while actively evading law enforcement in South Dakota. Their exceptional dedication, professionalism, and investigative skill not only brought the perpetrators to justice but also provided closure for the victim's family, exemplifying the highest standards of the North Miami Beach Police Department.

- The Investigations Division made 11 arrests. TIU made 2 arrests, 1 felony arrests (1 violent felony), and 1 bench warrant arrest. DB made 9 arrests, 8 felony arrests (5 violent felonies) and 1 bench warrant arrest.

Prepared by
Captain Michael Chinchilla
08/01/2025

City Manager's Report
16.2.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 8, 2025

RE: Capital Improvement Program (CIP) Portfolio Dashboard

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Capital Improvement Program
- CIP Portfolio Report

*Note: *Excludes CIP Projects/Assets managed by NMB Water/Sewer*

Capital Improvement Program Portfolio Dashboard

Click link below to view CIP GIS Map:

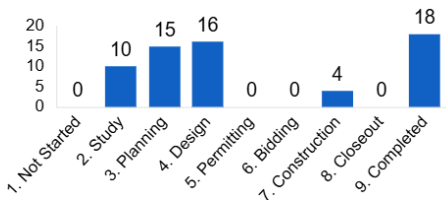
GIS Map: Where are CIP Projects

CIP - Portfolio Summary

Total Projects: 63

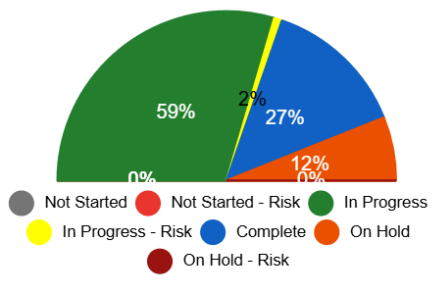
Total Budget: $45,798,747

Count of Projects by Phase



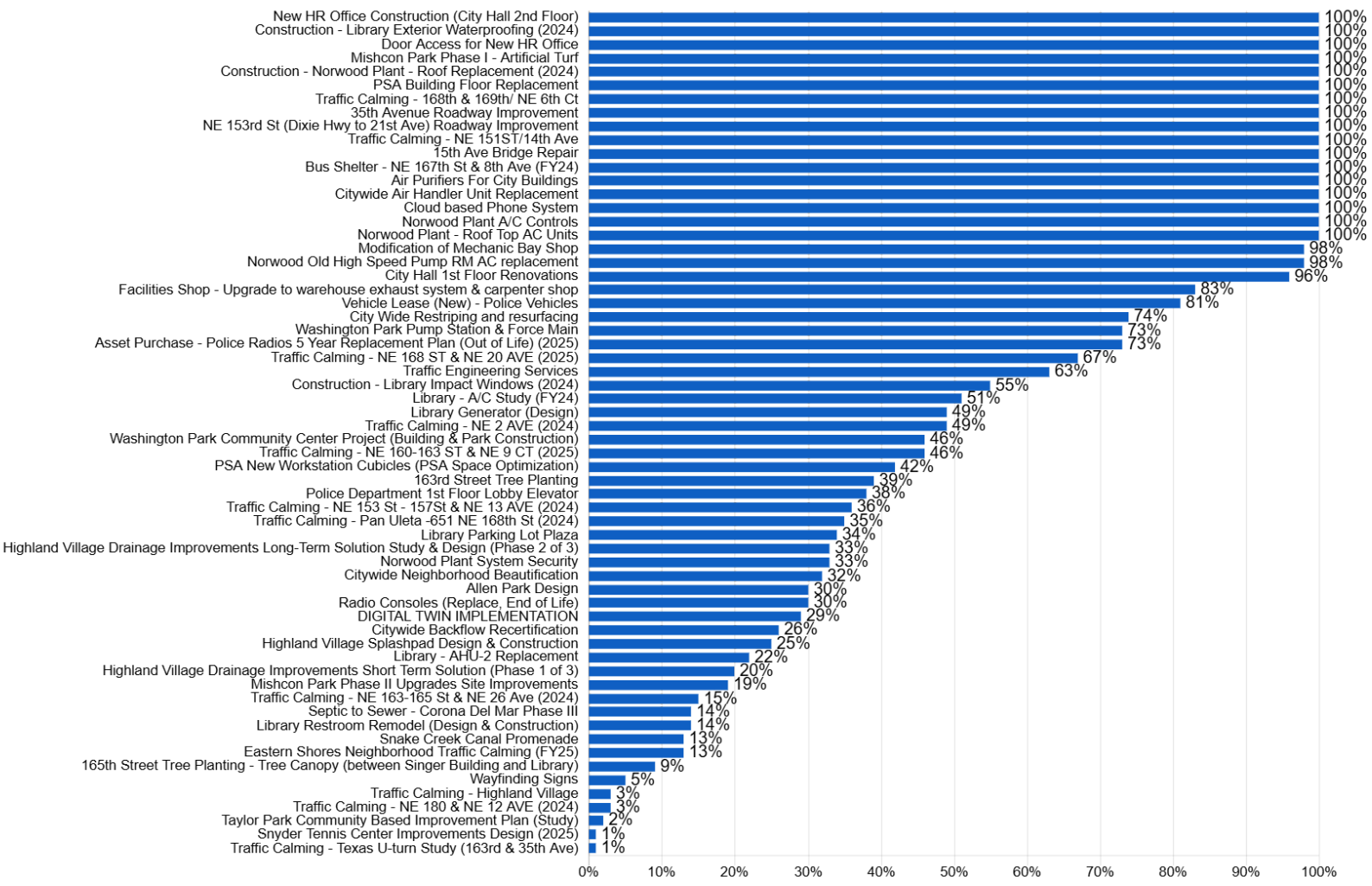
Not Started	**$0.00**
Study	**$2,903,250.00**
Planning	**$2,803,715.42**
Design	**$30,996,248.00**
Permitting	**$0.00**
Bidding	**$0.00**
Construction	**$2,153,200.00**
Closeout	**$0.00**
Completed	**$6,942,333.71**

% of Projects by Performance Status



Individual Project Status

Project Percent Complete



CIP - Projects Portfolio

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Actual (s)	Type
Total							Count **63**	Sum **$45,798,747**	Sum **$8,041,675.88**	
Current Phase **2. Study**							Count **10**		Sum **$2,903,250**	Sum **$23,000.00**	
Library - A/C Study (FY24)	Library Annex - 1601 NE 164th Street	A/C Distribution Study for the Library. Analysis of library and use of the library. Recommendation will include a/c system set-up needed to efficiency cool building	Received drawings back from vendor. Working on a meeting to get further clarification on scope and to answer questions prior to stakeholders meeting.	In Progress - Risk	07/01/24	06/30/25	51%	$43,250	$23,000.00	Const Impro
Library Generator (Design)	1601 NE 164 St	Design and installation of Generator for Emergency power	Plans have been completed and reviewed by City staff. The plans are now being prepared for permitting.	In Progress	10/07/24	02/13/26	49%	$160,000	$0.00	Good (Furn Equip Softw
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver for this project.	In Progress	10/01/24	09/30/25	39%	$350,000	$0.00	Lands
Citywide Backflow Recertification		Citywide Backflow Certification	Working with Utilities to obtain citywide list of backflows	In Progress	10/01/24	09/30/25	26%	$20,000	$0.00	Good (Furn Equip Softw
Library - AHU-2 Replacement	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Awaiting completed study from engineers. Results from the study may alter scope of work and cost.	In Progress	09/02/24	05/01/26	22%	$200,000	$0.00	Good (Furn Equip Softw
Snake Creek Canal Promenade	Snake Creek Canal between 15th and FEC Right of Way	Design feasible program improvements for Snake Creek Canal Promenade.	Traffic Engineer Feasibility is 100% complete. Counts were taken and project roadway changes appear to be feasible. Went to CRA Board in April and was approved. Obtaining proposal from a CCNA Architect for project design, construction documents services and traffic Engineering services.	On Hold	10/01/24	08/31/26	13%	$300,000	$0.00	Lands
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/01/24	04/28/26	13%	$700,000	$0.00	Const Proje
Taylor Park	Taylor Park	Create a community-approved plan to	Site is under environmental remediation.	On Hold	10/17/24	09/30/25	2%	$250,000	$0.00	Park

Community Based Improvement Plan (Study)		rebuild Taylor Park.	CRA has approved $250k for study and design. Waiting on environmental.							Plann
Snyder Tennis Center Improvements Design (2025)	16851 West Dixie Hwy	Community charrette to get vision for Tennis Center and Park, and do design drawings.	Tennis Center has gone out for an RFQ for a Public Private Partnership. The qualified bidders will be invited to bid on the project.	On Hold	10/01/24	09/30/25	1%	$180,000	$0.00	Const Impro
Traffic Calming - Texas U-turn Study (163rd & 35th Ave)	163rd St/35 Ave	Texas U-turn that provides for westbound NE 163rd Street traffic to make a right turn into the property prior to reaching NE 35th Avenue. Eastbound traffic will continue to enter the property from a left turn onto NE 35th Avenue.	Study has been approved by City Commission for FY25. Procurement department has initiated an RFQ for this project. The RFQ will be presented to the Commission on 7/15/25.	In Progress	04/30/25	08/16/28	1%	$700,000	$0.00	Const Proje
Current Phase **3. Planning**				Count **15**				Sum **$2,803,715**	Sum **$378,215.42**	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	Fleet Division is working with Facilities Division on this project. project is ongoing.	In Progress	10/01/24	09/30/25	98%	$15,000	$0.00	Const Impro
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Units are installed and running, waiting on final inspections	In Progress	10/01/24	09/12/25	98%	$160,000	$0.00	Const Impro
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	PO has been issued. Work is ongoing.	In Progress	10/01/24	08/29/25	83%	$20,000	$0.00	Const Impro
Traffic Engineering Services		Traffic Engineering Services	This project is ongoing. The draft report is being circulated for review by the stakeholders.	In Progress	10/01/24	12/24/25	63%	$45,000	$0.00	Const Proje
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025 due the high volume of current users. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	61%	$125,000	$0.00	Const Buildi
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Revisions were made to customize the space and make it more functional for its users. This will be presented at the next commission meeting.	In Progress	10/01/24	06/16/26	42%	$225,000	$0.00	Const Impro
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Working on locating additional funding for additional 12K. Spoke with Finance about possible funding sources.	In Progress	01/31/25	09/30/25	38%	$150,000	$0.00	Const Impro
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver .	In Progress	10/01/24	12/30/25	32%	$500,000	$55,000.00	Lands
Allen Park Design		Allen Park Design	The design team is working on the designs following coordination with City Staff. City Manager's office will be presenting the proposed design plans to the commission within the next month.	In Progress	10/01/24	09/30/25	30%	$40,000	$0.00	Const Impro
DIGITAL TWIN IMPLEMENTATION	Norwood	DIGITAL TWIN IMPLEMENTATION, IBM, IGNITION/SCADA, TELESCOPIC HANDLER (REPLACES FORKLIFT & BOBCAT) BOBCAT (REPLACEMENT SIDEBYSIDE UTV) HUDSON PUMP (CHEMICAL/SLAKER REPLACEMENT PUMP)	Project is currently in the planning stage. Project scope is currently being reviewed by staff.	In Progress	11/06/24	12/31/25	29%	$755,500	$0.00	Vehic Purch
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	$220,000	$0.00	Const Impro
Highland Village Splashpad Design & Construction		Increase recreational facilities for community children	The drainage plans have been 95% complete. The plans are currently going through permitting.	In Progress	12/02/24	07/13/26	25%	$323,215	$323,215.42	Const Impro
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Requisition is going through the procurement process.	In Progress	10/18/24	09/30/25	21%	$50,000	$0.00	Good (Furn Equip Softw
Library Restroom Remodel (Design & Construction)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	EXP U.S. Services, Inc. are working on the designs. They are preparing the 50% design plans scheduled to be done by 7/31/2025. Full designs are expected to be completed by 10/01/25. This will be followed by permitting.	In Progress	02/17/25	06/12/26	14%	$100,000	$0.00	Const Impro
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%	$75,000	$0.00	ROW
Current Phase **4. Design**				Count **16**				Sum **$30,996,248**	Sum **$545,938.75**	
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project near completion. Completion is expected with a month.	In Progress	10/15/24	01/30/26	96%	$273,000	$0.00	Const Impro
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	The permit is approved. The plans have been sent to the Procurement Department to begin the bidding process.	In Progress	01/01/24	02/02/26	67%	$250,000	$0.00	Const Proje
Traffic Calming - NE 2 AVE (2024)	NE 2 Ave Traffic Calming	-Recommendation was to install speed hump at segment between NE 169th St & NE 169th Terrace (completed $5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 St/NE 2nd Ave (requires $64k design but no money) -Design Funded FY24 (FY24 $75K CITT & $200k in FY25) Yulet to send copy of study and CMA needs approval of traffic study to move forward. Then CMA will send proposal to design. FY25 estimate $100k for design only (2 raised intersections). Construction FY26	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/02/23	07/21/26	49%	$70,000	$0.00	Const Proje
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	Design and construction of community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Phase 2 • The Procurement Department with the assistance of the Engineer of Record; KCI, completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, and nine (9) responses were received and are currently being evaluated. The subsequent bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. This process will be followed by an award of the contract. This is being done to expedite the bidding process while the permitting process is ongoing. • The permitting process is on-going. Derm water main extension is approved. Miami-Dade County's Fire Department provided comments related to the building interior layout. Plan revisions and resubmittals to Florida Department of Health (FDOH) were made. Additional comments from Miami-Dade County's Fire Department were received and the revised plans are scheduled to be resubmitted the week of 7/8/25 for Permit approval This is required prior to FDOH submittal. • Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval. After all approvals are completed, the updated plans will be sent to the procurement department. • Delays in obtaining permit approval may result in a delay to the completion date. An update to the overall schedule will be done	In Progress	02/01/23	11/18/26	46%	$27,933,683		Const Buildi

			following the permit approval.							
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	On Hold	01/31/24	09/15/26	46%	$104,040	$30,000.00	Consl Proje
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)	NE 13 Ave Traffic Calming	Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25 CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to proceed with design	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	01/09/24	02/26/27	36%	$908,500	$8,500.00	Consl Proje
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns in FY24. The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	08/01/23	06/23/26	35%	$182,460	$97,540.00	Consl Proje
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	CRA confirmed this project is budgeted for FY25. Already in design (90%). Design is still ongoing	In Progress	10/01/24	09/30/25	34%	$200,000	$0.00	Consl Impro
Highland Village Drainage Improvements Long-Term Solution Study & Design (Phase 2 of 3)	Highland Village	Phase II: Study & Design of a long term sustainable solution for Highland Village (Installation of pipes, Upgrading Hydraulic System, installing catch basins, Backflow Preventer)	Three design options were presented to the city by the Engineer of Records. After staff review, option B is being recommended. This option includes design for additional drainage pipe installation and rehabilitation of existing injection well. This project has been included in the FY26 Budget requests for design funding.	In Progress	01/30/24	02/26/27	33%		$272,789.00	Consl Proje
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	$187,890	$0.00	Consl Impro
Highland Village Drainage Improvements Short Term Solution (Phase 1 of 3)	Highland Village	Phase I: Install backflow preventers and additional piping to the existing outfalls to mitigate flooding in the Highland Village Neighborhood. (Valves to allow water to flow to canal)	Construction not Funded FY25. Design of this Phase of the project is completed. RFQ went out on Monday 4/7. CIP Staff is working with Procurement Department to get the documentation ready for the bidding process. A grant is being pursued for the construction of this project.	In Progress	02/12/24	10/27/27	20%	$0	$130,241.00	Consl Proje
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Additions have been made to the scope and so, the vender is reviewing the proposal. After the proposals have been received, the procurement process for this final stage of the work will commence.	In Progress	10/18/24	04/29/26	19%	$95,000	$0.00	Consl Impro
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)	NE 163-165St & NE 26th Ave	Location NE 26th Ave. Eastern Shores, Traffic Calming Project. This project includes the installation of 1) a high visibility high raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street. CMA submitted a fee proposal to design on 03/6/2024. CMA awaiting P.O. Design + construction can complete in FY25	The P.O has been approved. This project is currently in design phase.	On Hold	11/11/22	11/09/26	15%	$179,675	$0.00	Consl Proje
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	Project pending land survey this should be followed by preliminary conceptual design.	In Progress	10/01/24	09/30/25	9%	$250,000	$0.00	Lands
Traffic Calming - Highland Village	Highland Village	Master plan to convert streets to one way network, with bike lanes on both sides. Awaiting Drainage work to be complete prior to moving forward. Awaiting proposal for design from CMA	Re-striping of the streets was done. The balance of the project on Hold and will be done after the proposed Drainage Improvement work. ETA for Drainage completion FY27	On Hold	12/01/22	12/31/27	3%	$250,000	$6,868.75	Consl Proje
Traffic Calming - NE 180 & NE 12 AVE (2024)	NE 180 St & NE 12 Ave Traffic Calming	Study results will determine design cost (Recommendation: speed bumps on 180th, and signage). CMA sent proposal to design on 3/6/24. CMA awaiting P.O. to move forward. Design + Construction can be completed in FY25	The P.O was approved the week of 6/11/25 and delivered to the design team. The project design is in progress.	On Hold	11/11/22	04/30/27	3%	$112,000	$0.00	Consl Proje
Current Phase **7. Construction**				Count **4**				Sum **$2,153,200**	Sum **$309,269.00**	
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	To date resurfacing of the following locations has been done: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave). The team is currently reviewing some locations to get additional striping done.	In Progress	10/01/24	09/30/25	74%	$373,200	$0.00	Restr
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Force Main and Lift Station • Overall, the project is approximately 83% complete • The force main portion of work is complete. • The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues. • Contractor submitted their sixth invoice. • EOR completed review of all outstanding Submittals and RFI's. Force Main Installation o 10" Force Main Installation • The entire length of the10-inch Force Main has been completed. • Force main has been tied into the system. • Contractor has completed the pressure testing of the Force Main. • Contractor installed the sewer manholes and the Air Release Valves (ARV's)	In Progress	07/06/23	12/10/25	73%	$0	$309,269.00	Consl Proje
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permitting process is ongoing. The package was submitted to the City of NMB Building Dept and the County for permit approval.	In Progress	10/01/24	02/03/27	55%	$330,000		Consl Impro
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	connect all business on Low Pressure Main on 163 to sewer and abandon septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	14%	$1,450,000	$0.00	Consl Proje
Current Phase **9. Completed**				Count **18**				Sum **$6,942,334**	Sum **$6,785,252.71**	
New HR Office Construction (City Hall 2nd Floor)	17011 NE 19th AVE	Faciltiy Renovation (Human Resources)	Project Complete	Complete	10/01/23	05/31/24	100%	$616,144	$616,144.23	Consl Impro
Construction - Library Exterior Waterproofing (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Completed	Complete	02/14/24	12/19/24	100%	$114,752	$114,752.00	Consl Impro
Door Access for New HR Office	17011 NE 19th AVE	Faciltiy Renovation (Human Resources)	Completed	Complete	04/17/24	10/25/24	100%	$7,000	$7,000.00	Good (Furn

										Equip Softw
Mishcon Park Phase I - Artificial Turf	16601 NE 15th Ave	This phase of the project will include the removal of contaminated soil, site remediation and the installation of artificial turf. the completed field will accommodate baseball football and soccer.	Installation of Turf completed	Complete	09/05/23	06/04/24	100%	$2,608,314	$2,608,313.90	Consl Buildi
Construction - Norwood Plant - Roof Replacement (2024)	Norwood Water Plant, 19150 NW 8th Ave	Replace Roof @ Norwood Plant	Project Complete	Complete	02/22/23	06/23/23	100%	$552,265	$552,265.00	Consl Impro
PSA Building Floor Replacement	PSA Buidling,17011 NE 19th Ave, NMB, FL	Replacement of PSA carpet in offices & common spaces	Final inspections walkthrough week of 9/9/24 and IT workstation set-up. Project to schedule	Complete	07/01/24	09/13/24	100%	$190,000	$190,000.00	Consl Impro
Traffic Calming - 168th & 169th/ NE 6th Ct	168 &169/NE 6 Ct-8th Ave	Installation of Speed Humps (traffic calming measure)	Project Complete	Complete	01/01/24	03/29/24	100%	$17,479	$17,478.60	Consl Proje
35th Avenue Roadway Improvement	35th Ave/Eastern Shores	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	06/08/23	03/29/24	100%	$1,243,391	$1,243,390.77	Restr
NE 153rd St (Dixie Hwy to 21st Ave) Roadway Improvement	NE 153rd between Dixie Hwy & 21st Ave	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	11/01/23	06/12/24	100%	$653,904	$653,904.21	Restr
Traffic Calming - NE 151ST/14th Ave	NE 151st & 14th Ave	Installation of traffic circle (Round-About)	Project Complete	Complete	05/31/22	10/11/23	100%	$422,822	$422,822.00	Consl Proje
15th Ave Bridge Repair	NE 15th Ave(between 171st & 170 St)	Bridge repair	Project Complete	Complete	03/05/24	06/05/24	100%	$27,440	$27,440.00	Consl Buildi
ADA ramps near 4-Way Intersection Stop at 171st NE 3ct	NE 171st ST & NE 3rd CT		Project completed 9/20/24	Complete	08/01/24	09/20/24	100%	$14,950	$0.00	Consl Buildi
Bus Shelter - NE 167th St & 8th Ave (FY24)	Near 167th Street and 8th Avenue	Bus Shelter that is needed for bus users within the City of NMB	Two bus shelters were installed near 167th street and 8th Avenue. This installation was done on the sidewalk that bounds with the 167th street west bound lane. The construction work on the project commenced on 8/26/24 and concluded on 9/9/24.	Complete	06/14/24	09/09/24	100%	$23,474	$23,474.00	Consl Buildi
Air Purifiers For City		Safety and Health, remove impurities	Completed	Complete	10/07/24	03/31/25	100%	$102,131	$100,000.00	Consl

CIP Asset Purchases

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total		Count **3**						Sum **$1,325,300**	
Status **In Progress**		Count **3**						Sum **$1,325,300**	
Vehicle Lease (New) - Police Vehicles	Police Department	Vehicles are at end of life due	Vehicles Ordered. Unmarked vehicles have been received. About 50% of the marked vehicles have been received and the ETA for the balance is September 2025.	In Progress	10/01/24	08/28/25	81%	$800,000	Vehicle/Equipment Purchase
Asset Purchase - Police Radios 5 Year Replacement Plan (Out of Life) (2025)	Police Department	Our current radio system is antiquated and are at the end of life. New radios have better technological features that are vital to officer's safety such as GPS, LTE capabilities that eliminate dead stops which is critical for Officer Safety. The new radios have the capabilities to receive missing persons and wanted person photos as well as flyers which contain information crucial to Officer Safety. Approx 160	All Radios and related devices have been purchased. The radios are now being programmed and will be delivered to the Police Department by the End of August.	In Progress	10/01/24	09/26/25	73%	$433,300	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Radio Consoles (Replace, End of Life)	CITY HALL	THE MAESTROS AND BASE STATIONS HAVE REACHED THEIR END OF LIFE AND EVENTUALLY WILL REQUIRE REPLACE FOR FULL OPERATIVE FUNCTIONS	Radio consoles have been purchased and have a current lead time of about 2 weeks.	In Progress	10/01/24	09/30/25	30%	$92,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)

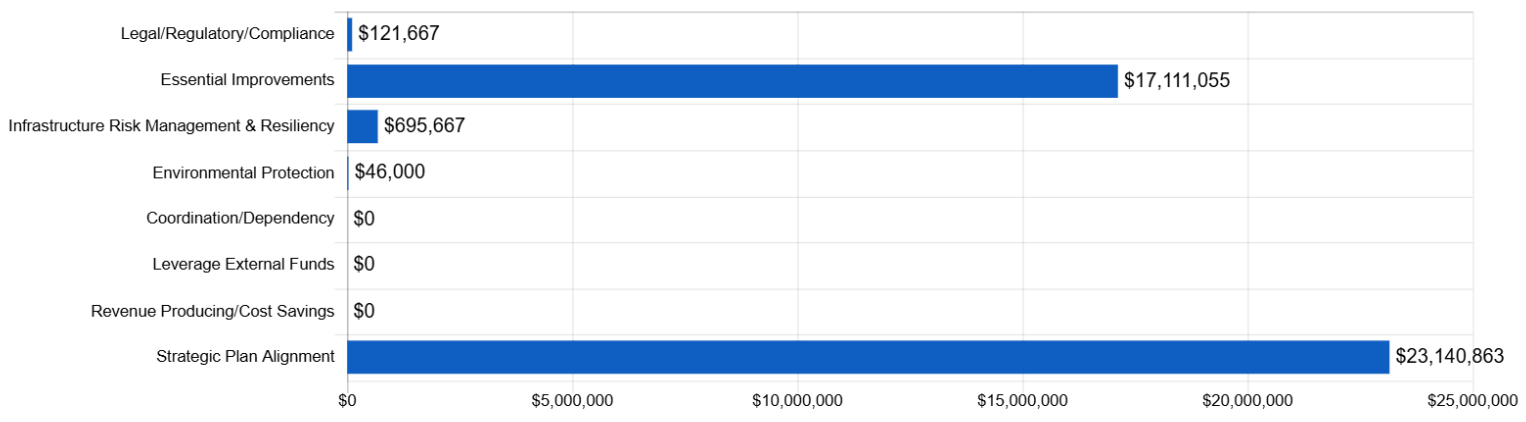
Construction Proj Only (Construction Est Schedule)

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total		Count **28**						Sum **$35,177,663**	
Construction (Quarter) **Q1 (Oct-Dec)**		Count **6**						Sum **$2,173,200**	
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Units are installed and running, waiting on final inspections	In Progress	10/01/24	09/12/25	98%	$160,000	Construction - Build Improvements
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	PO has been issued. Work is ongoing.	In Progress	10/01/24	08/29/25	83%	$20,000	Construction - Build Improvements
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	To date resurfacing of the following locations has been done: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave). The team is currently reviewing some locations to get additional striping done.	In Progress	10/01/24	09/30/25	74%	$373,200	Restriping/Resurfac
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Force Main and Lift Station • Overall, the project is approximately 83% complete • The force main portion of work is complete. • The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues. • Contractor submitted their sixth invoice. • EOR completed review of all outstanding Submittals and RFI's. Force Main Installation	In Progress	07/06/23	12/10/25	73%	$0	Construction/Infrast Projects Utility

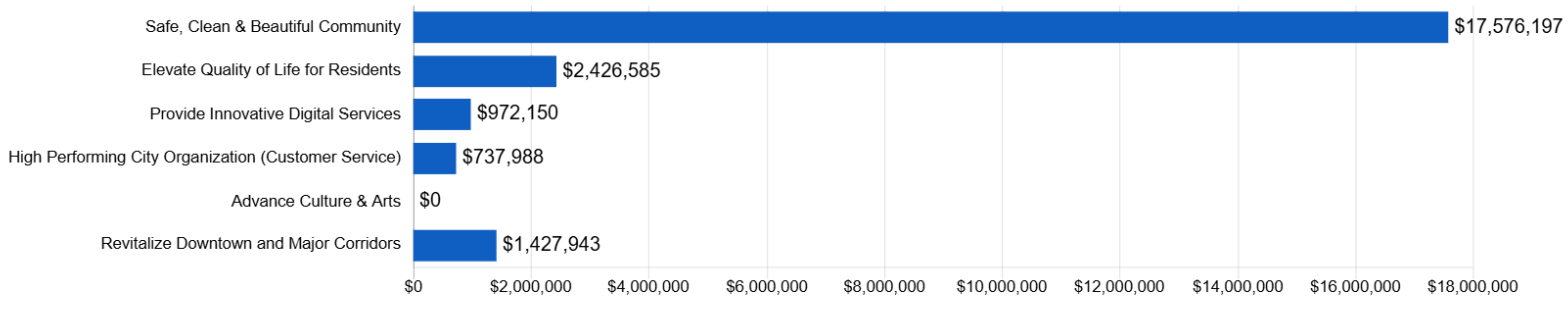
			Force Main Installation o 10” Force Main Installation • The entire length of the10-inch Force Main has been completed. • Force main has been tied into the system. • Contractor has completed the pressure testing of the Force Main. • Contractor installed the sewer manholes and the Air Release Valves (ARV’s)						
Traffic Engineering Services		Traffic Engineering Services	This project is ongoing. The draft report is being circulated for review by the stakeholders.	In Progress	10/01/24	12/24/25	63%	$45,000	Construction/Infrast Projects Traffic Calr
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025 due the high volume of current users. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	61%	$125,000	Construction - Non Building
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	connect all business on Low Pressure Main on 163 to sewer and abandon septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	14%	$1,450,000	Construction/Infrast Projects Utility
Construction (Quarter) **Q2 (Jan - Mar)**			Count **3**					Sum **$930,000**	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permitting process is ongoing. The package was submitted to the City of NMB Building Dept and the County for permit approval.	In Progress	10/01/24	02/03/27	55%	$330,000	Construction - Build Improvements
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver for this project.	In Progress	10/01/24	09/30/25	39%	$350,000	Landscaping
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	Project pending land survey this should be followed by preliminary conceptual design.	In Progress	10/01/24	09/30/25	9%	$250,000	Landscaping
Construction (Quarter) **Q3 (Apr - Jun)**			Count **8**					Sum **$29,287,033**	
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project near completion. Completion is expected with a month.	In Progress	10/15/24	01/30/26	96%	$273,000	Construction - Build Improvements
Traffic Calming - NE 2 AVE (2024)	NE 2 Ave Traffic Calming	-Recommendation was to install speed hump at segment between NE 169th St & NE 169th Terrace (completed $5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 St/NE 2nd Ave (requires $64k design but no money) -Design Funded FY24 (FY24 $75K CITT & $200k in FY25) Yulet to send copy of study and CMA needs approval of traffic study to move forward. Then CMA will send proposal to design. FY25 estimate $100k for design only (2 raised intersections). Construction FY26	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/02/23	07/21/26	49%	$70,000	Construction/Infrast Projects Traffic Calr
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	Design and construction of community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Phase 2 • The Procurement Department with the assistance of the Engineer of Record; KCI, completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, and nine (9) responses were received and are currently being evaluated. The subsequent bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. This process will be followed by an award of the contract. This is being done to expedite the bidding process while the permitting process is ongoing. • The permitting process is on-going. Derm water main extension is approved. Miami-Dade County's Fire Department provided comments related to the building interior layout. Plan revisions and resubmittals to Florida Department of Health (FDOH) were made. Additional comments from Miami-Dade County's Fire Department were received and the revised plans are scheduled to be resubmitted the week of 7/8/25 for Permit approval This is required prior to FDOH submittal. • Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval. After all approvals are completed, the updated plans will be sent to the procurement department. • Delays in obtaining permit approval may result in a delay to the completion date. An update to the overall schedule will be done following the permit approval.	In Progress	02/01/23	11/18/26	46%	$27,933,683	Construction - New Building
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Working on locating additional funding for additional 12K. Spoke with Finance about possible funding sources.	In Progress	01/31/25	09/30/25	38%	$150,000	Construction - Build Improvements
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns in FY24. The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	08/01/23	06/23/26	35%	$182,460	Construction/Infrast Projects Traffic Calr
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	CRA confirmed this project is budgeted for FY25. Already in design (90%). Design is still ongoing	In Progress	10/01/24	09/30/25	34%	$200,000	Construction - Build Improvements
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	$187,890	Construction - Build Improvements
Citywide Backflow Recertification		Citywide Backflow Certification	Working with Utilities to obtain citywide list of backflows	In Progress	10/01/24	09/30/25	26%	$20,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	$220,000	Construction - Build Improvements
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Requisition is going through the procurement process.	In Progress	10/18/24	09/30/25	21%	$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Construction (Quarter) **Q4 (Jul - Sept)**			Count **10**					Sum **$2,464,215**	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	Fleet Division is working with Facilities Division on this project. project is ongoing.	In Progress	10/01/24	09/30/25	98%	$15,000	Construction - Build Improvements
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	The permit is approved. The plans have been sent to the Procurement Department to begin the bidding process.	In Progress	01/01/24	02/02/26	67%	$250,000	Construction/Infrast Projects Traffic Calr
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrce with NE 9th Court. Only adding	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	On Hold	01/31/24	09/15/26	46%	$104,040	Construction/Infrast Projects Traffic Calr

		crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.							
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Revisions were made to customize the space and make it more functional for its users. This will be presented at the next commission meeting.	In Progress	10/01/24	06/16/26	42%	$225,000	Construction - Build Improvements
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)	NE 13 Ave Traffic Calming	Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25 CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to proceed with design	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	01/09/24	02/26/27	36%	$908,500	Construction/Infrast Projects Traffic Calr
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver .	In Progress	10/01/24	12/30/25	32%	$500,000	Landscaping
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Additions have been made to the scope and so, the vender is reviewing the proposal. After the proposals have been received, the procurement process for this final stage of the work will commence.	In Progress	10/18/24	04/29/26	19%	$95,000	Construction - Build Improvements
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)	NE 163-165St & NE 26th Ave	Location NE 26th Ave. Eastern Shores, Traffic Calming Project. This project includes the installation of 1) a high visibility high raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the	The P.O has been approved. This project is currently in design phase.	On Hold	11/11/22	11/09/26	15%	$179,675	Construction/Infrast Projects Traffic Calr

City Strategic Plan Alignment



Strategic Plan Alignment



GIS View of CIP Projects

*Note: *Excludes CIP Projects/Assets managed by NMB Water/Sewer*

Capital Improvement Program Portfolio Dashboard

Click link below to view CIP GIS Map:

GIS Map: Where are CIP Projects

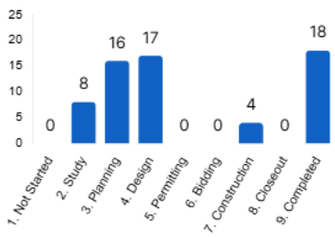
CIP - Portfolio Summary

Total Projects: 63

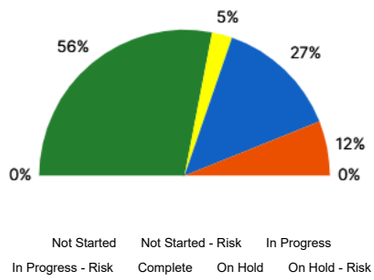
Total Budget: $45,780,497

Not Started	**$0.00**
Study	**$2,375,000.00**
Planning	**$3,053,715.42**
Design	**$31,256,248.00**
Permitting	**$0.00**
Bidding	**$0.00**
Construction	**$2,153,200.00**
Closeout	**$0.00**
Completed	**$6,942,333.71**

Count of Projects by Phase

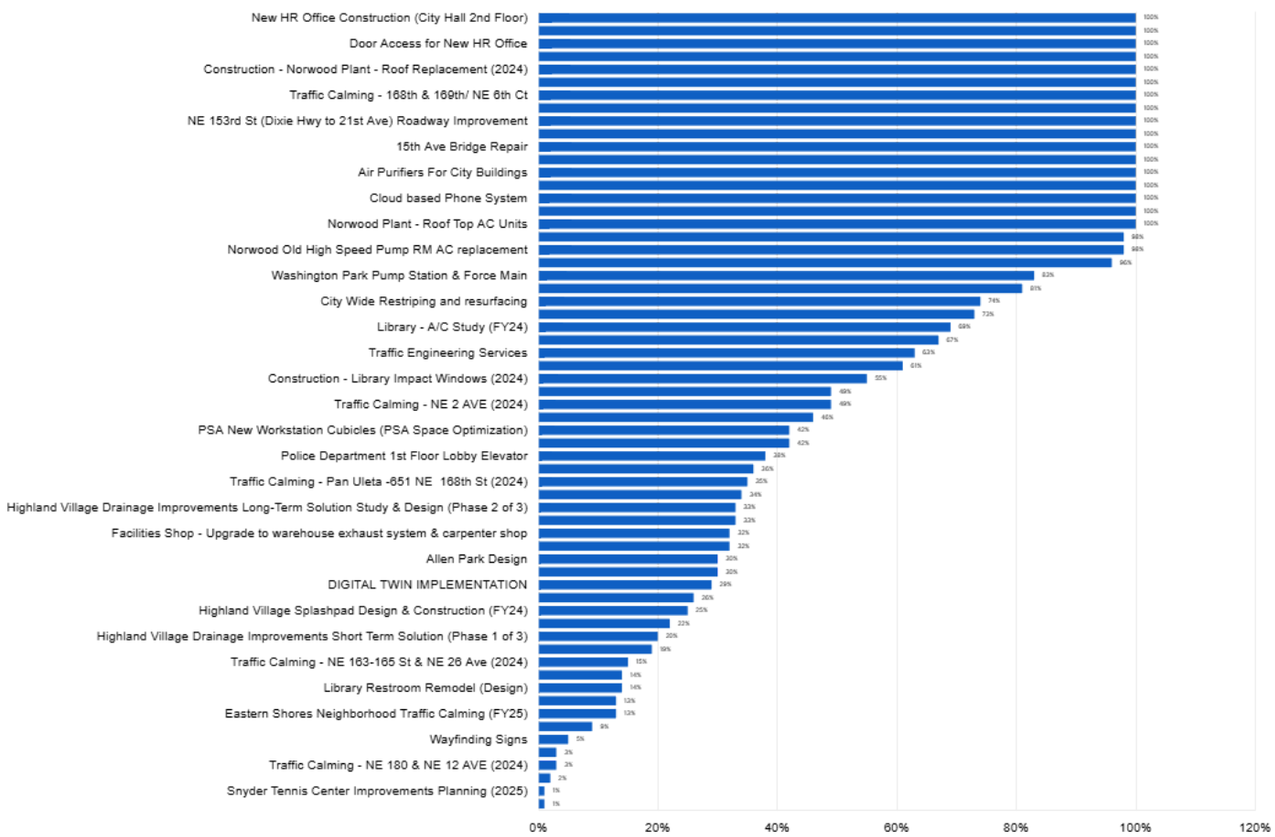


% of Projects by Performance Status



Individual Project Status

Project Percent Complete



CIP - Projects Portfolio

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Actual (s)	Type
Total				Count **63**				Sum **$45,780,497**	Sum **$8,050,386.38**	
Current Phase **2. Study**				Count **8**				Sum **$2,375,000**	Sum **$18,250.00**	
Library - A/C Study (FY24)	Library Annex - 1601 NE 164th Street	A/C Distribution Study for the Library. Analysis of library and use of the library. Recommendation will include a/c system set-up needed to efficiency cool building	Electrical Study Completed. Received drawings back from vendor. Pending Design Review meeting with stakeholders early August	In Progress - Risk	03/12/25	09/01/25	69%	$25,000	$18,250.00	Const Impro
Citywide Backflow Recertification		Citywide Backflow Certification	Reached out to the vendor with an updated list of site locations, filtered to include only City-designated sites, and requested a revised quote. Awaiting the vendor's response to proceed with the next steps in the procurement process.	In Progress	06/03/24	09/30/25	26%	$20,000	$0.00	Good (Furn Equip Softw
Library - AHU-2 Replacement	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Awaiting completed study from engineers. Results from the study may alter scope of work and cost.	In Progress	09/02/24	05/01/26	22%	$200,000	$0.00	Good (Furn Equip Softw
Snake Creek Canal Promenade	Snake Creek Canal between 15th and FEC Right of Way	Design feasible program improvements for Snake Creek Canal Promenade.	Traffic Engineer Feasibility is 100% complete. Counts were taken and project roadway changes appear to be feasible. Went to CRA Board in April and was approved. Going back to CRA Board to get $600K approval for funds for Architect for project design, construction documents services and traffic Engineering services.	On Hold	10/01/24	08/31/26	13%	$300,000	$0.00	Lands
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/01/24	04/28/26	13%	$700,000	$0.00	Const Proje
Taylor Park Community Based Improvement Plan (Study)	Taylor Park	Create a community-approved plan to rebuild Taylor Park.	Site is under environmental remediation. CRA has approved $250k for study and design. CRA team is currently investigating the status of the environmental remediation.	On Hold	10/17/24	09/30/25	2%	$250,000	$0.00	Park Plann

Snyder Tennis Center Improvements Planning (2025)	16851 West Dixie Hwy	Community charrette to get vision for Tennis Center and Park, and do design drawings.	Tennis Center has gone out for an RFQ for a Public Private Partnership (P3). The qualified bidders were invited to bid on the project. Project amount was change from $350K to $200K. The CRA funded scope of work will be redefined based on approved P3 proposal.	On Hold	10/01/24	09/30/25	1%	$180,000	$0.00	Const Impro
Traffic Calming - Texas U-turn Study (163rd & 35th Ave)	163rd St/35 Ave	Texas U-turn that provides for westbound NE 163rd Street traffic to make a right turn into the property prior to reaching NE 35th Avenue. Eastbound traffic will continue to enter the property from a left turn onto NE 35th Avenue.	Study has been approved by City Commission for FY25. Procurement department has initiated an RFQ for this project. The RFQ will be presented to the Commission on 7/15/25.	In Progress	04/30/25	08/16/28	1%	$700,000	$0.00	Const Proje
Current Phase **3. Planning**				Count **16**				Sum **$3,053,715**	Sum **$391,675.92**	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	Fleet Division is working with Facilities Division on this project. project is ongoing.	In Progress	10/01/24	09/30/25	98%	$15,000	$0.00	Const Impro
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Units are installed and running, waiting on final inspections	In Progress	10/01/24	09/12/25	98%	$160,000	$0.00	Const Impro
Traffic Engineering Services		Traffic Engineering Services	This project is ongoing. The draft report is being circulated for review by the stakeholders.	In Progress	10/01/24	12/24/25	63%	$45,000	$0.00	Const Proje
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025 due the high volume of current users. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	61%	$125,000	$0.00	Const Buildi
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Revisions were made to customize the space and make it more functional for its users. This will be presented at the next commission meeting.	In Progress	10/01/24	06/16/26	42%	$225,000	$0.00	Const Impro
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Working on locating additional funding for additional 12K. Spoke with Finance about possible funding sources.	In Progress	01/31/25	09/30/25	38%	$150,000	$0.00	Const Impro
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	PO has been issued. Work is ongoing.	In Progress	04/01/25	07/22/26	32%	$20,000	$13,460.50	Const Impro
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver .	In Progress	10/01/24	12/30/25	32%	$500,000	$55,000.00	Lands
Allen Park Design		Allen Park Design	The design team is working on the designs following coordination with City Staff. City Manager's office will be presenting the proposed design plans to the commission within the next month.	In Progress	10/01/24	09/30/25	30%	$40,000	$0.00	Const Impro
DIGITAL TWIN IMPLEMENTATION	Norwood	DIGITAL TWIN IMPLEMENTATION, IBM, IGNITION/SCADA, TELESCOPIC HANDLER (REPLACES FORKLIFT & BOBCAT) BOBCAT (REPLACEMENT SIDEBYSIDE UTV) HUDSON PUMP (CHEMICAL/SLAKER REPLACEMENT PUMP)	Project is currently in the planning stage. Project scope is currently being reviewed by staff.	In Progress	11/06/24	12/31/25	29%	$755,500	$0.00	Good (Furn Equip Softw
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	$220,000	$0.00	Const Impro
Highland Village Splashpad Design & Construction (FY24)		Increase recreational facilities for community children	The drainage plans have been 95% complete. The plans are currently going through permitting.	In Progress	12/02/24	07/13/26	25%	$323,215	$323,215.42	Const Impro
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Requisition is going through the procurement process.	In Progress	10/18/24	09/30/25	21%	$50,000	$0.00	Good (Furn Equip Softw
Library Restroom Remodel (Design)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	EXP U.S. Services, Inc. are working on the designs. They are preparing the 50% design plans scheduled to be done by 7/31/2025. Full designs are expected to be completed by 10/01/25. This will be followed by permitting.	In Progress	02/17/25	06/12/26	14%	$100,000	$0.00	Const Impro
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	Project pending land survey this should be followed by preliminary conceptual design.	In Progress	10/01/24	09/30/25	9%	$250,000	$0.00	Lands
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%	$75,000	$0.00	ROW
Current Phase **4. Design**				Count **17**				Sum **$31,256,248**	Sum **$545,938.75**	
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project near completion. Completion is expected with a month.	In Progress	10/15/24	01/30/26	96%	$273,000	$0.00	Const Impro
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	The permit is approved. The plans have been sent to the Procurement Department to begin the bidding process.	In Progress	01/01/24	02/02/26	67%	$250,000	$0.00	Const Proje
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	Design and construction of community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Procurement Department + Engineer of Record (KCI), completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, 9 responses were received and are currently being evaluated. Currently pending solicitation & bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. Followed by an contract award. To mitigate schedule risk award may occur before permit. The permitting process is on-going (currently w/ Miami-Dade County's Fire Department). Derm water main extension is approved. MD fire provided comments related to the building interior layout (changes to exterior door). Plan revisions and resubmittals to Florida Department of Health (FDOH) were made (Exit Doors) MD Fire revised plans resubmitted the week of 7/8/25 for Permit approval (required prior to FDOH submittal) Following the county's permit approval, plans to be submitted NMB Building Department for further review approval. Bldg. soft review currently underway. Once all reviews final + approved, the plans to be sent to procurement department.	In Progress	02/01/23	02/08/27	61%	$27,933,683		Const Buildi
Library Generator (Design)	1601 NE 164 St	Design and installation of Generator for Emergency power	Plans have been completed and reviewed by City staff. The plans are now being prepared for permitting.	In Progress	10/07/24	02/13/26	49%	$160,000	$0.00	Good (Furn Equip Softw

Traffic Calming - NE 2 AVE (2024)	NE 2 Ave Traffic Calming	-Recommendation was to install speed hump at segment between NE 169th St & NE 169th Terrace (completed $5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 St/NE 2nd Ave (requires $64k design but no money) -Design Funded FY24 (FY24 $75K CITT & $200k in FY25) Yulet to send copy of study and CMA needs approval of traffic study to move forward. Then CMA will send proposal to design. FY25 estimate $100k for design only (2 raised intersections). Construction FY26	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/02/23	07/21/26	49%	$70,000	$0.00	Const Proje
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	On Hold	01/31/24	09/15/26	46%	$104,040	$30,000.00	Const Proje
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Project design currently underway w/close coordinated efforts with FDOT. FDOT recently provided design comments, the design team is currently reviewing FDOT commits in preparation for another round of submission to NMB. A follow-up meeting with FDOT to be scheduled to request a Permit waiver per project scope.	In Progress	10/01/24	07/10/26	42%	$350,000	$0.00	Lands
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)	NE 13 Ave Traffic Calming	Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25 CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to proceed with design	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	01/09/24	02/26/27	36%	$908,500	$8,500.00	Const Proje
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns in FY24. The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	08/01/23	06/23/26	35%	$182,460	$97,540.00	Const Proje
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	In planning stage. CRA is in the process of obtaining a new public arts designer to propose renderings and a conceptual design. They are also obtaining land surveys that are needed to complete the designsg	In Progress	10/01/24	09/30/25	34%	$200,000	$0.00	Const Impro
Highland Village Drainage Improvements Long-Term Solution Study & Design (Phase 2 of 3)	Highland Village	Phase II: Study & Design of a long term sustainable solution for Highland Village (Installation of pipes, Upgrading Hydraulic System, installing catch basins, Backflow Preventer)	Three design options were presented to the city by the Engineer of Records. After staff review, option B is being recommended. This option includes design for additional drainage pipe installation and rehabilitation of existing injection well. This project has been included in the FY26 Budget requests for design funding.	In Progress	01/30/24	02/26/27	33%		$272,789.00	Const Proje
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	$187,890	$0.00	Const Impro
Highland Village Drainage Improvements Short Term Solution (Phase 1 of 3)	Highland Village	Phase I: Install backflow preventers and additional piping to the existing outfalls to mitigate flooding in the Highland Village Neighborhood. (Valves to allow water to flow to canal)	Construction not Funded FY25. Design of this Phase of the project is completed. RFQ went out on Monday 4/7. CIP Staff is working with Procurement Department to get the documentation ready for the bidding process. A grant is being pursued for the construction of this project.	In Progress	02/12/24	10/27/27	20%	$0	$130,241.00	Const Proje
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Additions have been made to the scope and so, the vender is reviewing the proposal. After the proposals have been received, the procurement process for this final stage of the work will commence.	In Progress	10/18/24	04/29/26	19%	$95,000	$0.00	Const Impro
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)	NE 163-165St & NE 26th Ave	Location NE 26th Ave. Eastern Shores, Traffic Calming Project. This project includes the installation of 1) a high visibility high raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street. CMA submitted a fee proposal to design on 03/6/2024. CMA awaiting P.O. Design + construction can complete in FY25	The P.O has been approved. This project is currently in design phase.	On Hold	11/11/22	11/09/26	15%	$179,675	$0.00	Const Proje
Traffic Calming - Highland Village	Highland Village	Master plan to convert streets to one way network, with bike lanes on both sides. Awaiting Drainage work to be complete prior to moving forward. Awaiting proposal for design from CMA	Re-striping of the streets was done. The balance of the project on Hold and will be done after the proposed Drainage Improvement work. ETA for Drainage completion FY27	On Hold	12/01/22	12/31/27	3%	$250,000	$6,868.75	Const Proje
Traffic Calming - NE 180 & NE 12 AVE (2024)	NE 180 St & NE 12 Ave Traffic Calming	Study results will determine design cost (Recommendation: speed bumps on 180th, and signage). CMA sent proposal to design on 3/6/24. CMA awaiting P.O. to move forward. Design + Construction can be completed in FY25	The P.O was approved the week of 6/11/25 and delivered to the design team. The project design is in progress.	On Hold	11/11/22	04/30/27	3%	$112,000	$0.00	Const Proje
Current Phase **7. Construction**				Count **4**				Sum **$2,153,200**	Sum **$309,269.00**	
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Force Main and Lift Station • Overall, the project is approximately 83% complete • The force main portion of work is complete. • The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues. • Contractor submitted their sixth invoice. • EOR completed review of all outstanding Submittals and RFI's. Force Main Installation o 10" Force Main Installation • The entire length of the10-inch Force Main has been completed. • Force main has been tied into the system. • Contractor has completed the pressure testing of the Force Main. • Contractor installed the sewer manholes and the Air Release Valves (ARV's)	In Progress - Risk	07/06/23	06/04/25	83%	$0	$309,269.00	Const Proje
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	To date resurfacing of the following locations has been done: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd	In Progress	10/01/24	09/30/25	74%	$373,200	$0.00	Restr

			Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave). The team is currently reviewing some locations to get additional striping done.							
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permitting process is ongoing. The package was submitted to the City of NMB Building Dept and the County for permit approval.	In Progress	10/01/24	02/03/27	55%	$330,000		Const Impro
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	connect all business on Low Pressure Main on 163 to sewer and abandon septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	14%	$1,450,000	$0.00	Const Proje
Current Phase **9. Completed**				Count **18**				Sum **$6,942,334**	Sum **$6,785,252.71**	
New HR Office Construction (City Hall 2nd Floor)	17011 NE 19th AVE	Facilitiy Renovation (Human Resources)	Project Complete	Complete	10/01/23	05/31/24	100%	$616,144	$616,144.23	Const Impro
Construction - Library Exterior Waterproofing (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Completed	Complete	02/14/24	12/19/24	100%	$114,752	$114,752.00	Const Impro
Door Access for New HR Office	17011 NE 19th AVE	Facilitiy Renovation (Human Resources)	Completed	Complete	04/17/24	10/25/24	100%	$7,000	$7,000.00	Good (Furn Equip Softw
Mishcon Park Phase I - Artificial Turf	16601 NE 15th Ave	This phase of the project will include the removal of contaminated soil, site remediation and the installation of artificial turf. the completed field will accommodate baseball football and soccer.	Installation of Turf completed	Complete	09/05/23	06/04/24	100%	$2,608,314	$2,608,313.90	Const Buildi
Construction - Norwood Plant - Roof Replacement (2024)	Norwood Water Plant, 19150 NW 8th Ave	Replace Roof @ Norwood Plant	Project Complete	Complete	02/22/23	06/23/23	100%	$552,265	$552,265.00	Const Impro
PSA Building Floor Replacement	PSA Buidling,17011 NE 19th Ave, NMB, FL	Replacement of PSA carpet in offices & common spaces	Final inspections walkthrough week of 9/9/24 and IT workstation set-up. Project to schedule	Complete	07/01/24	09/13/24	100%	$190,000	$190,000.00	Const Impro
Traffic Calming - 168th & 169th/ NE 6th Ct	168 &169/NE 6 Ct-8th Ave	Installation of Speed Humps (traffic calming measure)	Project Complete	Complete	01/01/24	03/29/24	100%	$17,479	$17,478.60	Const Proje
35th Avenue Roadway Improvement	35th Ave/Eastern Shores	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	06/08/23	03/29/24	100%	$1,243,391	$1,243,390.77	Restr
NE 153rd St (Dixie Hwy to 21st Ave) Roadway Improvement	NE 153rd between Dixie Hwy & 21st Ave	Roadway and Sidewalk Improvements (Road Striping/Resurfacing, Street Signs, Drainage, Sidewalk restoration and landscaping)	Project Complete	Complete	11/01/23	06/12/24	100%	$653,904	$653,904.21	Restr
Traffic Calming - NE 151ST/14th Ave	NE 151st & 14th Ave	Installation of traffic circle (Round-About)	Project Complete	Complete	05/31/22	10/11/23	100%	$422,822	$422,822.00	Const Proje
15th Ave Bridge Repair	NE 15th Ave(between 171st & 170 St)	Bridge repair	Project Complete	Complete	03/05/24	06/05/24	100%	$27,440	$27,440.00	Const Buildi
ADA ramps near 4-Way Intersection Stop at 171st NE 3ct	NE 171st ST & NE 3rd CT		Project completed 9/20/24	Complete	08/01/24	09/20/24	100%	$14,950	$0.00	Const Buildi
Bus Shelter - NE 167th St & 8th Ave (FY24)	Near 167th Street and 8th Avenue	Bus Shelter that is needed for bus users within the City of NMB	Two bus shelters were installed near 167th street and 8th Avenue. This installation was done on the sidewalk that bounds with the 167th street west bound lane. The construction work on the project commenced on 8/26/24 and concluded on 9/9/24.	Complete	06/14/24	09/09/24	100%	$23,474	$23,474.00	Const Buildi
Air Purifiers For City Buildings		Safety and Health, remove impurities from air. Covid initiative	Completed	Complete	10/07/24	03/31/25	100%	$102,131	$100,000.00	Const Impro
Citywide Air Handler Unit Replacement		Replacement of outdated and out of life AHU	Project completed	Complete	10/07/24	12/27/24	100%	$15,000	$0.00	Const Impro
Cloud based Phone System	CITY HALL	CLOUD BASED PHONE SYSTEM	Completed	Complete	10/01/24	09/30/25	100%	$125,000	$0.00	Good (Furn Equip Softw
Norwood Plant A/C Controls	Norwood Water Plant	Air Conditioning Controls Upgrade to integrate Web Controlled System	Project completed, in closeout phase	Complete	10/16/24	09/30/25	100%	$109,808	$109,808.00	Good (Furn Equip Softw
Norwood Plant - Roof Top AC Units	Norwood Water Plant	Procurement and installation of two 17.5 ton and one 4 Ton Packaged Units.	Project complete	Complete	02/14/24	05/15/24	100%	$98,460	$98,460.00	Good (Furn Equip Softw

CIP Asset Purchases

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total		Count **3**						Sum **$1,325,300**	
Status **In Progress**		Count **2**						Sum **$525,300**	
Asset Purchase - Police Radios 5 Year Replacement Plan (Out of Life)	Police Department	Our current radio system is antiquated and are at the end of life. New radios have better technological features that are vital to officer's safety such as	All Radios and related devices have been purchased. The radios are now being programmed and will be delivered to the Police Department by the End of August.	In Progress	10/01/24	09/26/25	73%	$433,300	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)

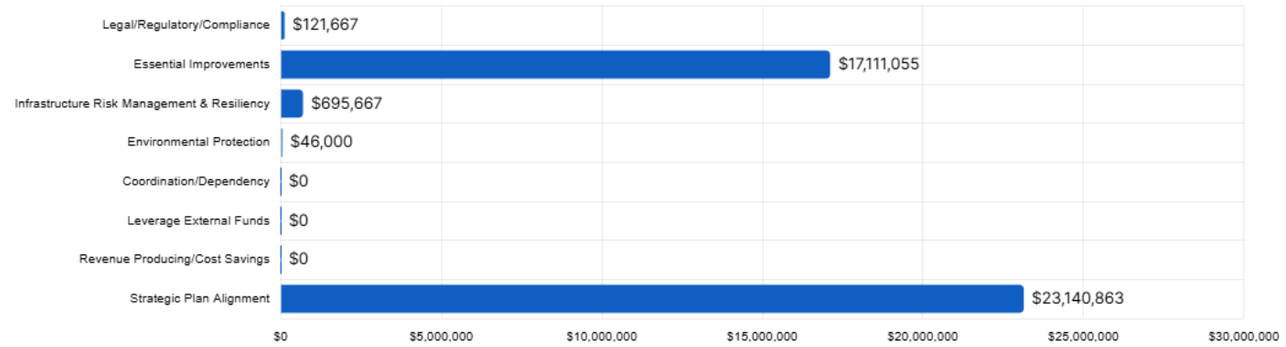
(2025) - contract obligation*		GPS, LTE capabilities that eliminate dead stops which is critical for Officer Safety. The new radios have the capabilities to receive missing persons and wanted person photos as well as flyers which contain information crucial to Officer Safety. Approx 160							
Radio Consoles (Replace, End of Life)	CITY HALL	THE MAESTROS AND BASE STATIONS HAVE REACHED THEIR END OF LIFE AND EVENTUALLY WILL REQUIRE REPLACE FOR FULL OPERATIVE FUNCTIONS	Radio consoles have been purchased and have a current lead time of about 2 weeks.	In Progress	10/01/24	09/30/25	30%	$92,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)
Status **In Progress - Risk**		Count **1**						Sum **$800,000**	
Vehicle Lease (New) - Police Vehicles	Police Department	The goal for this purchase is the continuation to upgrade the fleet at the North Miami Beach Police Department (NMBPD). Police vehicles should be safe, durable and reliable. This will benefit the NMBPD personnel operating this vehicle, as well as the citizens of North Miami Beach.	Vehicles Ordered. Unmarked vehicles have been received. About 50% of the marked vehicles have been received and the ETA for the balance is September 2025.	In Progress - Risk	10/01/24	08/28/25	81%	$800,000	Vehicle/Equipment Purchase

Construction Proj Only (Construction Est Schedule)

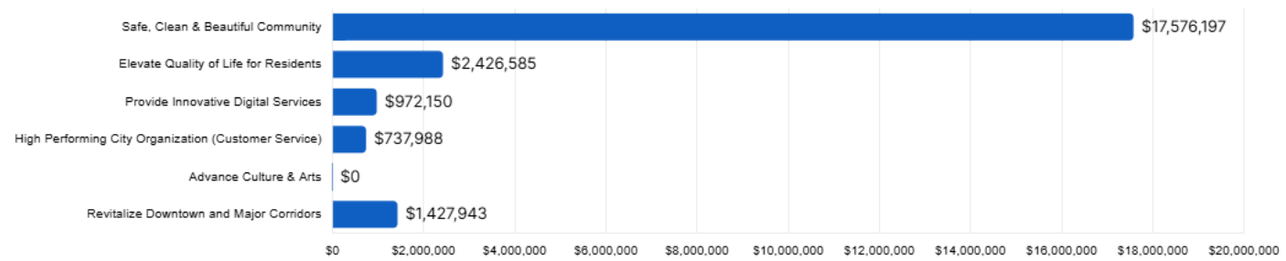
Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Type of Project
Total		Count **28**						Sum **$35,177,663**	
Construction (Quarter) **Q1 (Oct-Dec)**		Count **6**						Sum **$2,173,200**	
Norwood Old High Speed Pump RM AC replacement	Norwood 19150 NW 8th Ave	The existing Units are over 15 years old and non repairable. The equipment that is cooled by the units are vital to the operation of the water plant production. Equipment Replacement	Units are installed and running, waiting on final inspections	In Progress	10/01/24	09/12/25	98%	$160,000	Construction - Build Improvements
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Force Main and Lift Station • Overall, the project is approximately 83% complete • The force main portion of work is complete. • The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues. • Contractor submitted their sixth invoice. • EOR completed review of all outstanding Submittals and RFI's. Force Main Installation o 10" Force Main Installation • The entire length of the10-inch Force Main has been completed. • Force main has been tied into the system. • Contractor has completed the pressure testing of the Force Main. • Contractor installed the sewer manholes and the Air Release Valves (ARV's)	In Progress - Risk	07/06/23	06/04/25	83%	$0	Construction/Infrast Projects Utility
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	To date resurfacing of the following locations has been done: (NE 181st Street Between 19th Ave & 21st Ave), (NE 182nd Street between 20th Ave & 21st Ave), (NE 18th Ave Between 182nd & 183rd Street) and (Right of Way Parking Area along NE 169th, 170th, 171st Street between 14th and 15th Ave). The team is currently reviewing some locations to get additional striping done.	In Progress	10/01/24	09/30/25	74%	$373,200	Restriping/Resurfac
Traffic Engineering Services		Traffic Engineering Services	This project is ongoing. The draft report is being circulated for review by the stakeholders.	In Progress	10/01/24	12/24/25	63%	$45,000	Construction/Infrast Projects Traffic Calr
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025 due the high volume of current users. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	61%	$125,000	Construction - Non Building
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	PO has been issued. Work is ongoing.	In Progress	04/01/25	07/22/26	32%	$20,000	Construction - Build Improvements
Septic to Sewer - Corona Del Mar Phase III	Between 17th Ave and West Dixie Hwy on 163rd	connect all business on Low Pressure Main on 163 to sewer and abandon septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	14%	$1,450,000	Construction/Infrast Projects Utility
Construction (Quarter) **Q2 (Jan - Mar)**		Count **3**						Sum **$930,000**	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permitting process is ongoing. The package was submitted to the City of NMB Building Dept and the County for permit approval.	In Progress	10/01/24	02/03/27	55%	$330,000	Construction - Build Improvements
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Project design currently underway w/close coordinated efforts with FDOT. FDOT recently provided design comments, the design team is currently reviewing FDOT commits in preparation for another round of submission to NMB. A follow-up meeting with FDOT to be scheduled to request a Permit waiver per project scope.	In Progress	10/01/24	07/10/26	42%	$350,000	Landscaping
165th Street Tree Planting - Tree Canopy (between Singer Building and Library)	165th Street between 15th and 16th	Install trees for shade along park edge between Singer Building and Library.	Project pending land survey this should be followed by preliminary conceptual design.	In Progress	10/01/24	09/30/25	9%	$250,000	Landscaping
Construction (Quarter) **Q3 (Apr - Jun)**		Count **8**						Sum **$29,287,033**	
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project near completion. Completion is expected with a month.	In Progress	10/15/24	01/30/26	96%	$273,000	Construction - Build Improvements
Washington Park Community Center Project (Building & Park Construction)	15280 NE 15 CT.	Design and construction of community complex to include new covered basketball courts, multi purpose field, aquatic attractions and new recreation center	Procurement Department + Engineer of Record (KCI), completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, 9 responses were received and are currently being evaluated. Currently pending solicitation & bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. Followed by an contract award. To mitigate schedule risk award may occur before permit. The permitting process is on-going (currently w/ Miami-Dade County's Fire Department). Derm water main extension is approved. MD fire provided comments related to the building interior layout (changes to exterior door). Plan revisions and resubmittals to Florida Department of Health (FDOH) were made (Exit Doors) MD Fire revised plans resubmitted the week of 7/8/25 for Permit approval (required prior to FDOH submittal) Following the county's permit approval, plans to be submitted NMB Building Department for further review approval. Bldg. soft review currently underway. Once all reviews final + approved, the plans to be sent to procurement department.	In Progress	02/01/23	02/08/27	61%	$27,933,683	Construction - New Building
Traffic Calming - NE 2 AVE (2024)	NE 2 Ave Traffic Calming	-Recommendation was to install speed hump at segment between NE	The P.O was approved the week of 6/11/25 and delivered to the design team for design	In Progress	10/02/23	07/21/26	49%	$70,000	Construction/Infrast Projects Traffic Calr

		169th St & NE 169th Terrace (completed $5000 - no design required, need date that was done) -2nd recommendation was to raise intersection at NE 171 St/NE 2nd Ave (requires $64k design but no money) -Design Funded FY24 (FY24 $75K CITT & $200k in FY25) Yulet to send copy of study and CMA needs approval of traffic study to move forward. Then CMA will send proposal to design. FY25 estimate $100k for design only (2 raised intersections). Construction FY26	commencement. Project design is in progress.						
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Working on locating additional funding for additional 12K. Spoke with Finance about possible funding sources.	In Progress	01/31/25	09/30/25	38%	$150,000	Construction - Build Improvements
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	Two traffic calming speed tables with related street signs have been installed to address speeding concerns in FY24. The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	08/01/23	06/23/26	35%	$182,460	Construction/Infrast Projects Traffic Calr
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	In planning stage. CRA is in the process of obtaining a new public arts designer to propose renderings and a conceptual design. They are also obtaining land surveys that are needed to complete the designsg	In Progress	10/01/24	09/30/25	34%	$200,000	Construction - Build Improvements
Norwood Plant System Security		Norwood Plant System Security	Plans are being designed. There has been an increase in the scope that has triggered the need for an updated proposal. Awaiting the updated proposal.	In Progress	11/06/24	12/30/25	33%	$187,890	Construction - Build Improvements
Citywide Backflow Recertification		Citywide Backflow Certification	Reached out to the vendor with an updated list of site locations, filtered to include only City-designated sites, and requested a revised quote. Awaiting the vendor's response to proceed with the next steps in the procurement process.	In Progress	06/03/24	09/30/25	26%	$20,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
McDonald Center Room Divider Replacement & Sound System Upgrade			In planning stage. Getting additional quotes. Planned start by Quarter 3. Will need to go to commission. 3 months for construction	In Progress	10/01/24	09/30/25	25%	$220,000	Construction - Build Improvements
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Requisition is going through the procurement process.	In Progress	10/18/24	09/30/25	21%	$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Construction (Quarter) **Q4 (Jul - Sept)**		Count **10**						Sum **$2,464,215**	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	Fleet Division is working with Facilities Division on this project. project is ongoing.	In Progress	10/01/24	09/30/25	98%	$15,000	Construction - Build Improvements
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	The permit is approved. The plans have been sent to the Procurement Department to begin the bidding process.	In Progress	01/01/24	02/02/26	67%	$250,000	Construction/Infrast Projects Traffic Calr
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrce with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	On Hold	01/31/24	09/15/26	46%	$104,040	Construction/Infrast Projects Traffic Calr
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Revisions were made to customize the space and make it more functional for its users. This will be presented at the next commission meeting.	In Progress	10/01/24	06/16/26	42%	$225,000	Construction - Build Improvements
Traffic Calming - NE 153 St - 157St & NE 13 AVE (2024)	NE 13 Ave Traffic Calming	Raised intersections at NE 153 St, NE 155 St & 157 St (Install 25 MPH Speed Signs), not funded so can't start design; Design Funded in FY24. Construction FY25 CMA submitted proposal for design 11/9/2022, CMA awaiting p.o. to proceed with design	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	01/09/24	02/26/27	36%	$908,500	Construction/Infrast Projects Traffic Calr
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver .	In Progress	10/01/24	12/30/25	32%	$500,000	Landscaping
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Additions have been made to the scope and so, the vender is reviewing the proposal. After the proposals have been received, the procurement process for this final stage of the work will commence.	In Progress	10/18/24	04/29/26	19%	$95,000	Construction - Build Improvements
Traffic Calming - NE 163-165 St & NE 26 Ave (2024)	NE 163-165St & NE 26th Ave	Location NE 26th Ave. Eastern Shores, Traffic Calming Project. This project includes the installation of 1) a high visibility high raised mid-block crosswalk near the NE 26th Ave. and NE 165th Street intersection, 2) electronic speed feedback signs (ESFS) north of NE 165th St and north of NE 163rd Streets and 3) sidewalk along the west side of the section of 26th Ave from 165th Street to 163rd Street. CMA submitted a fee proposal to design on 03/6/2024. CMA awaiting P.O. Design + construction can complete in FY25	The P.O has been approved. This project is currently in design phase.	On Hold	11/11/22	11/09/26	15%	$179,675	Construction/Infrast Projects Traffic Calr
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	CRA funded FY25. Project on Hold. CRA Awaiting approved City Branding to move forward.	On Hold	10/01/24	09/30/25	5%	$75,000	ROW Signage
Traffic Calming - NE 180 & NE 12 AVE (2024)	NE 180 St & NE 12 Ave Traffic Calming	Study results will determine design cost (Recommendation: speed bumps on 180th, and signage). CMA sent proposal to design on 3/6/24. CMA awaiting P.O. to move forward. Design + Construction can be completed in FY25	The P.O was approved the week of 6/11/25 and delivered to the design team. The project design is in progress.	On Hold	11/11/22	04/30/27	3%	$112,000	Construction/Infrast Projects Traffic Calr
Construction (Quarter) ***Blank***		Count **1**						Sum **$323,215**	
Highland Village Splashpad Design & Construction (FY24)		Increase recreational facilities for community children	The drainage plans have been 95% complete. The plans are currently going through permitting.	In Progress	12/02/24	07/13/26	25%	$323,215	Construction - Build Improvements

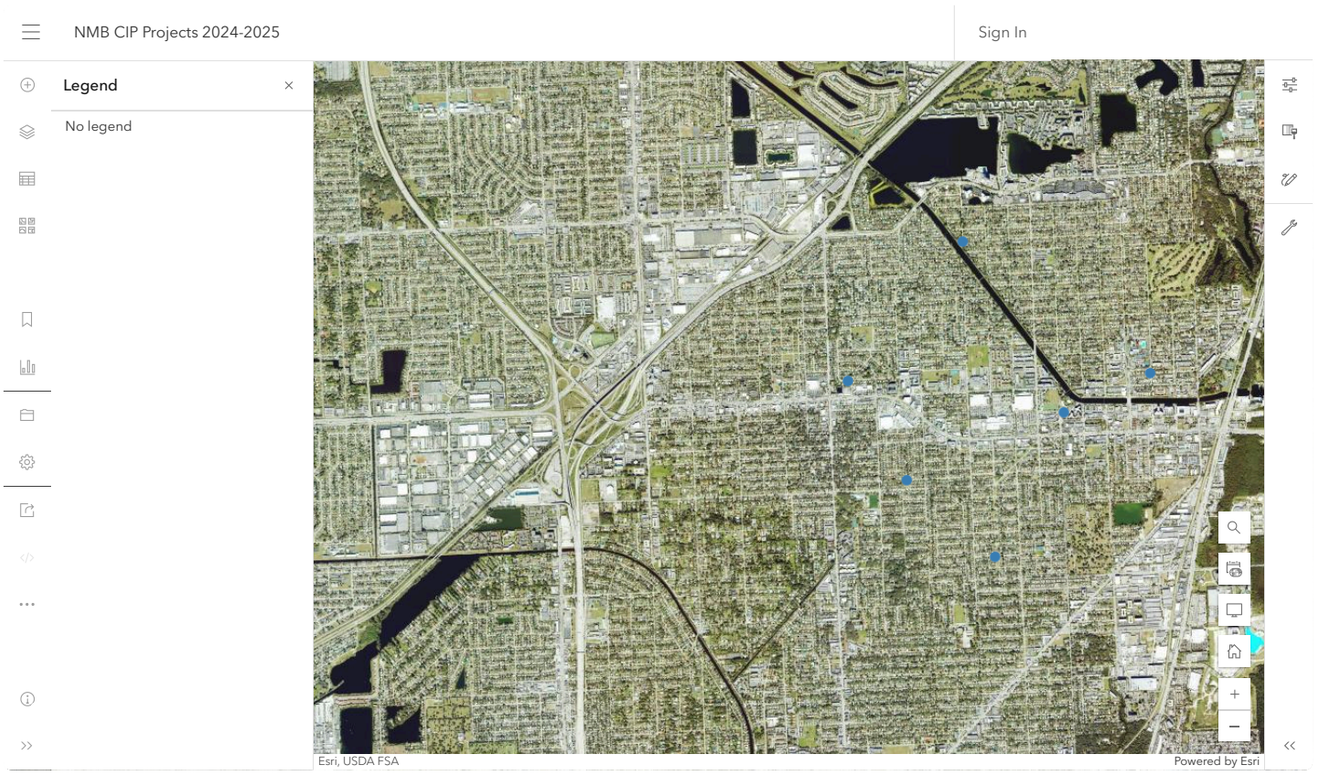
City Strategic Plan Alignment



Strategic Plan Alignment



GIS View of CIP Projects



City Manager's Report
16.3.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 8, 2025

RE: Washington Park Update

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Washington Park Update
- Washington Park Update (2)

City of North Miami Beach, Florida

Public Works Department

TO: Mario Diaz, City Manager

FROM: Gregory Christian, Inspections Manager

VIA: Aurelio Carmenates, CIP Director

DATE: July 08, 2025

SUBJECT: **Washington Park Community Center Project Update 5-13-2025**

The status update is as follows:

Phase 1

Force Main and Lift Station

- Overall, the project is approximately 83% complete
- The force main portion of work is complete.
- The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues.
- Contractor submitted their sixth invoice.
- EOR completed review of all outstanding Submittals and RFI's.

Force Main Installation

- 10" Force Main Installation
  - The entire length of the10-inch Force Main has been completed.
  - Force main has been tied into the system.
  - Contractor has completed the pressure testing of the Force Main.
  - Contractor installed the sewer manholes and the Air Release Valves (ARV's)

- Pump Station
    - Contractor has completed the installation of several Sanitary Structures and Manholes of the influent gravity system.

Phase 2

- The Procurement Department with the assistance of the Engineer of Record; KCI, completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, and nine (9) responses were received and are currently being evaluated. The subsequent bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. This process will be followed by an award of the contract. This is being done to expedite the bidding process while the permitting process is ongoing.

- The permitting process is on-going. Derm water main extension is approved. Miami-Dade County's Fire Department provided comments related to the building interior layout. Plan revisions and resubmittals to Florida Department of Health (FDOH) were made. Additional comments from Miami-Dade County's Fire Department were received and the revised plans are scheduled to be resubmitted the week of 7/8/25 for Permit approval This is required prior to FDOH submittal.
- Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval. After all approvals are completed, the updated plans will be sent to the procurement department.
- Delays in obtaining permit approval may result in a delay to the completion date. An update to the overall schedule will be done following the permit approval.

Washington Park Update

Kerlyne McHenry
Interim Public Works Director

September 8, 2025

One Vision · One Mission

One City

Washington Park

- Project Total: $27,933,683
  - Pump Station & Force Main: $7,442,952.69
  - Building Construction (Phase II): $20,490,730.31

Phase II Estimated Cost	$ 20,490,730.31
Grants	$ 4,710,000.00
General Fund	$500,000
General Obligation Grant	$ 15,280,730.31

- WP Fund Source FY25-27:
  - Grants (Phase II): ~~$4,450,000~~ $ 4,710,000
    - HUD/F.W. Grant: $3,000,000
    - ~~FRDAP Grant: $200,000~~
    - MDC Build Back Grant: $750,000
    - MDC ARPA: $500,000
    - **CDBG: $460,000 (*new)**
  - General Fund FY25 Impact: $1Mil
    - ($500k Phase I + $500k Phase II)
  - General Obligation Grant: $25,000,000
  - Future Year Loan Payments from General Fund

Phase I – Sewer Lift Station & Force Main
Phase II – Washington Park Community Center Complex

- Permit: Q2 -Q3 (2025)
- Procurement: Q3 (2025)
- Construction Start: Q4 (2025) – Q2 (2027)

Change/Risk Management:

- *Florida Recreation Development Assistance Program (FRDAP):* FRDEP grant awarded 2022, Require construction of splashpad, fitness stations, picnic tables, playground lighting (playground) by 2024 (2-year program). Withdrew and reapplied 2024, will reapply in 09/2025 again. Awaiting decision for 2024 application.
- *Community Development Block Grant (CDBG):* Awarded 08/2025 for swimming pool construction. Accept September commission meeting.
- *HUD/F.W. Grant: Environmental Review (Must be completed prior to breaking ground for HUD grant. Environment Impacts. Requisition Submitted*

Washington Park Procurement Phase Schedule

WASHINGTON PARK REDEVELOPMENT PROJECT	
Procurement Process	
Description	***Tentative Date***
Phase 1 - NMBW Underground Infrastructure	
Phase 2 - Construction	
Contractor Qualification	June-August 2025
Contractor Proposal - Advertise	8/15/2025*
Pre-Bid Conference / Meeting	8/21/2025
Solicitation Close Date	9/12/2025
Evaluation Phase End	9/30/2025
Award Recommendation to CM	10/1/2025
End of Cone of Silence	10/1/2025
Award Recommendation to Commission	*10/21/2025*
Contract Administration / Bonding End Date	11/7/2025

Washington Park Update

Bidding Phase

- **Current Status:** Bidding is ongoing.
- **Solicitation Phase Ends: September 26, 2025**
  - Contractors are currently reviewing the bid set and preparing construction estimates.
- **Bid Review Period: September 29 – October 31, 2025**
  - During this time, bid documents will be reviewed and submitted to the City Manager's Office.

Permitting Process

- **Revised Plans Submitted: August 20, 2025**
  - Submitted to the County Fire Department.
  - New comments have been received.
- **Response to Fire Dept. Comments Due: September 3, 2025**
  - This is anticipated to be the **final round** of comments.

Next Steps in Permitting

- **Once County Fire Approval is obtained:**
  - Plans will be sent to the **Department of Health** for final fire review.
- **After Health Department Approval:**
  - The **NMB (North Miami Beach) Building Permit** process will proceed to finalize the full permit.

City Manager's Report
16.4.

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North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 8, 2025

RE: Expansion of Voting Authority for Public Utilities Commission Boards

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, CFO/Interim Deputy City Manager

Subject: Oversight of City Departments in Florida and National Models

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The Importance of Effective Oversight

Honorable Mayor and Commissioners,

At the June 17 meeting, you directed staff to research how other cities oversee their departments. Good oversight helps ensure efficiency, accountability, and transparency in how city government operates. This memo provides clear examples and guidance to help you consider possible changes here in North Miami Beach.

Oversight Structure in Florida Cities (Similar to North Miami Beach)

Most Florida cities about our size use a council-manager government. This means the elected commission sets policies and budgets, while a professional city manager runs day-to-day operations. In cities like Aventura, Sunny Isles, and North Miami, the manager directly oversees departments, and the commission provides overall guidance and fiscal approval.

Advisory Committees and Their Role
Many Florida cities use citizen advisory committees to improve transparency and get public input. Cities such as Boca Raton and Panama City have committees that review how public funds, like taxes or bonds, are used. These committees can recommend changes and highlight issues but don't have power to approve budgets or contracts. Similarly, police or ethics boards can suggest policy changes or review complaints, but final decisions remain with city officials.

The Roles of the Commission and City Manager
In our council-manager form of government, the mayor typically has one vote on the commission and serves a mainly ceremonial role. The commission collectively approves budgets, major contracts, and ordinances. The city manager then implements these decisions and supervises departments. Cities, including North Miami Beach, ensure accountability through rules like requiring commission approval for large expenses (above $50,000 here) and regular audits. Clear and open collaboration between the commission and city manager helps maintain effective oversight.

Independent Boards in Florida
Independent oversight boards with decision-making powers are rare for cities our size but do exist, mainly for utilities like water or electricity. Fort Pierce, for example, created a semi-independent Utility Authority in 1972, governed by an appointed board separate from regular city management. Similarly, Key West has had an elected Utility Board since 1969, fully responsible for budget and operational decisions of its electric utility. These models typically apply to utilities because they have independent revenue sources from user fees.

Oversight of Public Safety Departments
In Florida, cities of our size usually oversee police and fire departments through their city manager or elected officials. Independent police commissions with budget authority are rare. Fort Myers, for instance, has a Citizens Police Review Board that advises on police matters but doesn't control the budget or department policies. City managers and commissions typically handle major decisions on public safety operations, budgets, and leadership positions. Specialized boards may oversee hiring processes or pensions, but operational control stays within city administration.

Overall, most Florida cities like ours rely on a strong partnership between elected officials and a professional city manager. Advisory boards provide useful recommendations but leave fiscal and operational decisions to elected commissioners and the city manager.

Example: Can NMB's PUC Approve Its Own Budget? Not Without a Charter Change

In recent discussions, questions have come up about whether a specific department—such as Public Utilities—can be governed by an independent body with direct authority over budgeting, procurement, and contract approvals. While some cities in Florida have granted that level of authority to independent utility boards, those models were created through amendments to the city charter, not by ordinance.

Under Florida law, a municipal charter functions as the city's constitution. Shifting fiscal authority—especially authority over contracts, budget adoption, or purchasing—from the City Commission to an independent commission would represent a structural change in governance. Because of this, it would require a charter amendment, which must be approved by voters. This cannot be done solely by ordinance or resolution.

Charter changes are significant and must be approached with transparency, legal clarity, and strong public engagement. Any proposal to transfer procurement or budget authority to an independent commission would need to clearly define roles, responsibilities, and safeguards to ensure accountability and alignment with the City's broader goals.

As North Miami Beach considers the future of department oversight, it is essential to distinguish between administrative flexibility within a department and a fundamental transfer of governing authority. If the latter is the goal, the appropriate legal path is through a voter-approved amendment to the City Charter.

Independent Boards: A Different Approach

Though uncommon, some Florida cities have created independent boards with real decision-making power, mostly for utilities like water or electricity. Fort Pierce, for example, has the Fort Pierce Utilities Authority, established by city charter. Key West similarly uses an independent Utility Board, elected directly by voters, to handle major decisions independently of the city commission.
National Models and Lessons Learned

Across the country, independent oversight boards have successfully managed specialized departments. Minneapolis's independently elected Park Board and Los Angeles's Water and Power Commissioners show that this model can enhance service quality and financial stability by reducing political pressures. However, it requires clear authority limits, regular accountability measures, and careful coordination with city government.

Authority and Powers of Oversight Bodies in Florida

In Florida, oversight boards and committees have varying levels of power and responsibility. It's important to clearly understand the differences.

Advisory Committees (No Fiscal Authority)
Most cities in Florida use advisory committees. These committees, created by city ordinances or resolutions, review city operations and offer recommendations to the city commission. They cannot approve budgets, contracts, or make final decisions on spending. For instance, Panama City's Infrastructure Surtax Oversight Committee reviews how certain tax revenues are used and reports its findings to the city commission. The goal is transparency and accountability, but final decisions remain with the elected officials.

Independent Commissions and Authorities (With Fiscal Control)
A few city functions in Florida are managed by independent or semi-independent boards. These boards often oversee utilities, such as water and electricity, and hold real authority. For example, the Orlando Utilities Commission (OUC) operates independently, created by state law in 1923. OUC's board sets utility rates, manages its budget, and makes operational decisions without day-to-day city oversight.

Similarly, the Fort Pierce Utilities Authority independently manages all utilities services. It has its own board, appointed mostly by the city commission, and makes its own budget and policy decisions. Key West also uses an elected board to oversee its electric utility, fully independent in its operations.

Outside of utilities, independent boards with significant fiscal power are uncommon. When they exist, like Key West's management board for its marina district, they typically have clearly defined powers in the city code or charter.

Relationship with Mayor and Commission
The relationship between independent boards and city governments is guided by specific legal frameworks. Usually, city commissions appoint most board members, which helps maintain indirect oversight. In Fort Pierce, for example, the mayor and commission appoint the utility board members. Even when boards operate independently, the city commission may still control overall city budgets, influencing funding to departments if general funds are involved. However, fully self-

funded departments, like utilities funded by user fees, typically operate with more financial independence.

Fiscal Safeguards and Limits
City codes usually include safeguards to protect city finances when independent boards exist. For example, independent boards often must seek commission approval for large contracts or bond issuances above certain limits. These provisions ensure elected officials maintain oversight of significant financial commitments.

In summary, most Florida cities our size rely on advisory committees for oversight, while only select functions—primarily utilities—are managed by independent boards. These independent boards are carefully structured through city charters or state laws to balance independence with accountability.

National Models of Independent Department Oversight

Across the country, many cities use independent or semi-independent boards to oversee certain departments or services. These models often emerge in larger cities or special circumstances and can offer helpful comparisons for cities like ours.

Utilities and Infrastructure Authorities
Independent utility boards are common in many U.S. cities. These boards manage services like water, electric, or sewer systems and are often designed to reduce political pressure and improve service delivery. Los Angeles, for example, has the nation’s largest municipal utility, LADWP, which is governed by a board appointed by the Mayor. That board approves budgets, sets rates, and oversees large capital projects. The Los Angeles City Council can review rate increases, but the board handles daily operations. Similar setups exist in Jacksonville (JEA) and Detroit (GLWA). GLWA is a regional water authority created in 2014 after Detroit's financial crisis. It sets regional water rates and manages infrastructure projects across multiple counties. These structures allow for independent operations with clear fiscal authority.

Parks and Recreation Boards
Some cities have moved parks and recreation out from under direct city control. Minneapolis has an elected Park and Recreation Board that manages the city’s parks, sets its own budget, and levies a dedicated property tax. This independent board is often credited with maintaining one of the top park systems in the country. In Chicago, the Park District is a separate unit of government created by state law. The mayor appoints the board, which controls its own budget and operations, separate from city council oversight. These models allow for focused oversight but require strong coordination with city government on shared goals.

Police and Public Safety Commissions
Oversight of police departments is a sensitive issue, and some cities use independent boards to review policy and discipline. Los Angeles has a Police Commission appointed by the Mayor that sets policy and evaluates department performance. The Police Commission approves the LAPD’s proposed budget, but the City Council retains final authority on how much is allocated. In San Francisco and Detroit, similar police boards exist with varying levels of authority. These boards add transparency and community involvement but typically do not control department spending independently.

Boards for Public Works and Other Departments

Cities like Los Angeles use oversight boards for departments like public works, ports, and airports. The Board of Public Works in LA oversees street maintenance, sanitation, and infrastructure, approving contracts and managing a large budget. The Port of Los Angeles is governed by a Harbor Commission, which manages operations and approves the port's budget. Because the port is self-funded, its board has more financial control. The same is true for airport authorities and housing agencies like the Housing Authority of the City of Los Angeles (HACLA). HACLA has a board that manages programs and funding, but the City Council can intervene on major issues. These boards often operate independently but within a framework that allows elected officials to step in when needed.

Education Boards and Libraries
Public schools in most cities are run by elected school boards that set budgets and policies independently from city hall. These boards typically receive state or local funding and focus solely on education. In some cases, such as New York City, oversight has shifted back to the mayor to improve accountability. Library boards in some cities operate independently too, managing their own funds and programs. But most are advisory or work closely with city departments to stay aligned with broader public goals.

Summary
These national models show a range of options for independent oversight. Utilities, parks, ports, and schools are commonly placed under boards that manage their own budgets and operations. These setups often improve focus and reduce politics but require strong rules, clear mandates, and ongoing transparency. They work best when the community understands how the board operates and how the city commission still plays a role in appointments, funding, or broad policy decisions.

Oversight and Fiduciary Risks

Every oversight model comes with trade-offs. Whether oversight is handled by the city commission or an independent board, there are risks that need to be managed.

City Commission Oversight Risks
When departments report directly to the commission, decisions can sometimes be influenced by short-term political pressure instead of long-term planning. There may also be limited technical expertise among elected officials to oversee complex departments. Without strong rules and checks, cities can be more vulnerable to patronage or questionable contracting. That's why Florida cities rely on safeguards like Sunshine Laws, ethics codes, and in many cases, independent Inspectors General or Audit Committees. In Miami and Miami-Dade County, for example, these offices help investigate procurement issues and keep internal operations transparent.

Independent Board Oversight Risks
When oversight shifts to a board, the risk shifts too. If board members are appointed—or elected in low-turnout elections—they may not be as visible or accountable to the public. There's also the challenge of coordination. An independent board may focus only on its own department, which can

lead to decisions that don't align with citywide goals. If there's a failure—financial or otherwise—fixing the issue may take longer because the board is outside the normal city chain of command.

To reduce these risks, successful models build in strong transparency. That means publishing clear financial reports, undergoing regular audits, and holding public meetings. Most boards are also subject to Florida's Sunshine Laws and ethics standards, just like city commissions. Having the right mix of members matters too. Boards that include both subject-matter experts and community members can balance technical decisions with public needs. Gainesville's new GRU Authority board, for instance, was designed to include a large utility customer and individuals with relevant business experience to improve both expertise and trust.

Both models can work. What matters is putting the right guardrails in place and keeping the public informed.

Examples of Shifting Oversight to Independent Bodies and Lessons Learned

In some cities across the U.S., oversight has shifted from the traditional mayor and commission model to independent boards. These shifts usually happen during times of crisis, when there's a need for more efficient management or when leaders want to remove politics from daily operations.

Gainesville, Florida (2023)
In 2023, Gainesville's city utility, GRU, was moved out of the city commission's control. After years of rising debt and high utility rates, the state legislature passed a law creating the Gainesville Regional Utilities Authority. The new board, appointed by the Governor, took full control of the utility's operations and budget. While this model brought immediate changes—like cutting costs and stabilizing rates—it also caused tension. The new board overrode local preferences and created a legal and political divide. One key lesson is that local support matters. Without it, even well-meaning reforms can face pushback. Also, laws that shape oversight boards need to be clear. In Gainesville, questions about who could serve on the board created confusion and mistrust.

Key West, Florida (1940s–1960s)
In Key West, the city took over a private electric utility in 1943. It later formed an independent Utility Board, and in 1969, the Florida Legislature required board members to be elected by the public. This created one of Florida's most stable oversight models. Keys Energy Services, as it's known today, runs independently but is directly accountable to voters. It has remained reliable and financially strong. The lesson here is that clear laws, public elections, and a focus on core services—like reliable power—can help independent boards succeed. Even though it operates separately, the board still works with the city, contributing to the general fund annually.

Fort Pierce, Florida (1972)
In 1972, Fort Pierce voters approved a charter amendment that created the Fort Pierce Utilities Authority. This independent board took over the city's utility functions. It allowed for better long-term planning, especially for major infrastructure projects. Fort Pierce's board is appointed by the city commission, with staggered terms that promote stability. A big part of its success comes from coordination—especially around shared financial issues like franchise fees and utility taxes. The takeaway is that cities need clear communication and defined roles when they share responsibility with an independent board.

Los Angeles, California (Ongoing)
In Los Angeles, oversight boards are built into the city charter for key departments like Police, Water & Power, the Port, and the Airport. These boards manage billion-dollar budgets and operate like business units. After a corruption scandal at the Department of Water and Power, LA strengthened its oversight by adding an Inspector General and raising standards for board appointments. Department heads now report regularly to City Council committees. LA's model shows that even in a large city, oversight boards can work—if there are clear rules, public accountability, and regular performance checks. It also shows that shifting oversight is not just a legal process, it's a cultural one. Everyone needs to understand who is in charge and how to raise concerns when things go wrong.

How These Changes Happen
Changing oversight usually requires a voter-approved charter amendment. This is what happened in Fort Pierce. In other cases, like Gainesville, the state can act directly. Cities can also create advisory boards or delegate certain powers by ordinance, but that doesn't transfer full authority. Any lasting change should include details on board powers, how members are selected, how they are funded, and what kind of reporting they must provide.

Key Lessons for Cities

1. Clarity in Governance and Scope: Oversight boards need clearly defined powers—especially around money, contracts, hiring, and policy. Confusing or vague laws invite conflict. In Gainesville, unclear residency rules for board members created trust issues.

2. Accountability: Independent boards must still answer to the public. That can mean regular audits, annual reports, and in some cases, elections. Minneapolis gets this right by electing its park board. Los Angeles does it through appointments and confirmation hearings. Some cities allow board members to be removed for cause, which adds a layer of protection.

3. Financial Safeguards: Transferring oversight doesn't eliminate financial risk. Cities should set debt limits and require approval for big financial moves. Fort Pierce's board can issue revenue bonds but not general obligation bonds, which protects the city's credit. Boards also need stable funding sources like user fees or dedicated taxes to avoid returning to the city for bailouts.

4. Phased Transition and Expertise: Transitions work best when they're gradual. Some cities start with an advisory board, then grant more authority once trust and expertise are built. Board members need to understand the rules that apply to public service—like procurement and transparency law

Sources:

- City of Panama City, *Infrastructure Surtax Oversight Committee – Overview* (example of an advisory oversight committee's role).
- Fort Pierce City Code/Charter, *Utilities Authority* (establishing independent utilities board and its powers).
- Keys Energy Services (Key West), *About KEYS* – history of the Utility Board's creation and elected structure.
- Florida Public Service Commission, *Orlando Utilities Commission – Ten Year Site Plan (2025)* – history of OUC's independent commission status.
- WUFT News, *New Gainesville Regional Utilities Authority Board members sworn in* (Oct. 5, 2023) – reporting on the transfer of GRU to an independent board and its early actions.
- Independent Florida Alligator, *"Gainesville City Commission gets final approval for GRU special election"* (June 13, 2025) – background on state law creating GRU Authority and subsequent city response.
- City of Los Angeles, Office of Mayor – *Boards and Commissions* descriptions (examples of commission authority like Fire Commission and Harbor Commission).
- Los Angeles Police Department – Wikipedia (noting LAPD is overseen by the Police Commission).
- Minneapolis Park and Recreation Board – Wikipedia (overview of independent elected park board governance and budget).

City Manager's Report
16.5.

City of North Miami Beach
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North Miami Beach, Fl 33162
305-947-7581
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MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 8, 2025

RE: Audit Status

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Audit Memo
- Exhibit A

City of North Miami Beach, Florida

Date: September 8, 2025

To: Mayor and City Commission

From: Tarik Rahmani, CFO/Interim Deputy City Manager

Subject: Audit Status Update – FY 23-24 | Foundation Issues & Regulatory Deadlines

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This memo provides a factual, transparent overview of the audit status for the City of North Miami Beach's FY 2023–2024 financials, which closed on September 30, 2024. It outlines why the audit is delayed, what underlying issues contributed to this delay, and the steps we are now taking to meet state requirements and restore timely financial reporting.

State Statute Requirement

Per Florida Statutes, Section 218.39(1) municipalities are required to complete and submit their audited financial statements within nine months of the close of each fiscal year. For FY 2023–2024, that statutory deadline is June 30, 2025.

Failure to meet this requirement can result in noncompliance notices from the Florida Auditor General and may impact eligibility for certain grant and loan programs.

Context: Delay in Prior Year Audit

As shown in **Exhibit 1 – FY23 ACFR Completion Letter**, the City's FY 2022–2023 Annual Comprehensive Financial Report (ACFR), due by June 30, 2024, was not finalized until October 10, 2024—over 100 days late, in violation of Florida law.

This missed the statutory deadline of June 30, 2024, by over three months created a cascade of operational delays. Specifically:

- Investment activity for FY23 remained unreconciled for over seven months into FY24.
- The City lacked audited ending balances to accurately open FY24 financials on October 1, 2024.
- Year-end entries and reconciliations tied to FY23 were pushed into Q1–Q2 of FY24, delaying critical closeout steps.
- Finance staff were still deeply engaged in finalizing the FY23 audit until October.

In plain terms, it is not feasible to properly initiate and prepare an audit for a fiscal year when the prior year's audit was still open and unresolved after the new fiscal year had already begun.

As reflected in Exhibit 1, management acknowledged its statutory obligation under §218.39(1), and asserted full responsibility for the accuracy and reliability of financial reporting. However, the actual date of completion—October 10, 2024—contradicts that assertion and placed the City in noncompliance with state law.

Consequences for FY24 Audit Timeline

As a result, the FY24 audit timeline did not begin in earnest until late Q1 2025. This compression of the work window has strained both internal staff capacity and auditor bandwidth. In addition:

- Key internal controls and reconciliations were delayed.
- Documentation and support for capital assets, pension, OPEB, and enterprise funds were held up.
- The audit team had to rework schedules and adapt to evolving data quality issues throughout Q2 2025.

The responsibility for maintaining timely and compliant financial reporting ultimately rests with city management and its designated finance leadership. That includes meeting statutory deadlines, enforcing internal controls, and managing annual closeouts—regardless of staff turnover or transitions.

City government has an obligation to protect public trust through financial transparency and compliance. When these systems break down, the integrity of the City's reporting, bond ratings, and statutory obligations are all at risk.

Failure to Secure Timely Audit Contract for FY24

The City of North Miami Beach also failed to ensure an auditing firm was in place at the start of FY24, which began on October 1, 2024. The prior firm, **Caballero Fierman Llerena & Garcia, LLP**, completed their final engagement with the FY23 audit. The City was fully aware that FY24 would require a new auditor under a new contract. Standard best practices dictate that procurement and contract execution should be completed well before the close of the fiscal year, so that the new firm is briefed, engaged, and ready to begin post-year-end work without delay.

That did not happen.

As shown in **Exhibit 2 – RFP Publication Timeline for External Audit Services**, the City issued Request for Proposals (RFP No. 24-018-SG) on May 20, 2024, with a due date for responses on July 15, 2024. This left only two and a half months before fiscal year-end to evaluate proposals, rank firms, negotiate an agreement, and bring the contract to the Commission.

That timeline proved insufficient.

As reflected in **Exhibit 3 – Resolution R2024-124 and Contract Approval**, the final agreement with the new audit firm—**Marcum LLP**—was not approved by the City Commission until December 17, 2024, which was nearly three months after FY24 had already closed. By that time, critical post-year-end tasks such as trial balance reviews, pre-audit reconciliations, and required audit planning meetings had already been delayed or paused due to the lack of an engaged firm.

The delay in contracting an auditor for FY24 compounded the prior year's late close. Combined, these gaps resulted in the current compressed audit timeline and the risk of missing the State's June 30, 2025 filing deadline.

Post-Commission Delay in Contract Execution and Kickoff

Even after the Commission approved the resolution to engage Marcum LLP on December 17, 2024 (see **Exhibit 3 – Resolution R2024-124 and Contract Approval**), the audit did not begin as scheduled. The expectation was that contract execution would occur promptly after Commission action, allowing audit work to begin in early January 2025.

That did not happen.

The gap between approval and execution created further delays. Although Commission action typically signals the final step, in this case, the agreement forwarded for approval was not finalized or ready for execution. Key legal sections remained under review, and terms continued to be negotiated with the audit firm well into February.

As reflected in **Exhibit 4 – Draft Agreement Sent to Auditor on February 5, 2025**, the City's Chief Procurement Officer did not transmit a final draft to Marcum LLP until nearly seven weeks after the Commission vote. The document was still undergoing legal edits at that time, including modifications to key language such as Section 16.1 on non-exclusivity. This delay left the City without an executed agreement or audit start date deep into Q1 of the fiscal year.

The audit kickoff could not begin without a fully executed agreement.

The record shows that the final agreement was not signed and fully executed until February 7, 2025 (see **Exhibit 5 – Fully Executed Contract with Marcum LLP**). This left only five months to meet the statutory deadline of June 30, 2025.

Had the City finalized the contract in January and initiated the audit then, this window would have been larger. Instead, the process bottlenecked between departments. Legal review, procurement handoff, and communication breakdowns across staff contributed to the delay. While the Commission fulfilled its role in December, the administrative handoff to implementation was slow and uncoordinated.

This breakdown in post-approval execution further compressed the audit window and placed the City at risk of missing the State's filing deadline.

Delay in Predecessor Auditor Communication and Kickoff Readiness

One additional and essential component of the FY24 audit delay relates to the required communication between the City's new auditor—CBIZ CPAs P.C.—and the outgoing firm, Caballero Fierman Llerena & Garcia, LLP. Under national auditing standards, a successor auditor must review specific workpapers and disclosures prepared by the predecessor before commencing their own audit work. This step is required for audit continuity, risk assessment, and testing strategy.

This communication cannot occur without formal City authorization.

That authorization was not issued until January 13, 2025—over three months after the fiscal year had closed (see **Exhibit 6 – Authorization Letter to Predecessor Auditor**). The letter, signed by the City's Chief Procurement Officer, gave CBIZ permission to access FY23 workpapers from Caballero Fierman. This was a critical legal step—without it, CBIZ could not validate the prior year's balances or properly scope FY24 testing.

By this time, the new contract with CBIZ had still not been executed, leaving the auditors in a holding pattern. In a January 20, 2025 email, CBIZ confirmed receipt of the authorization letter and communicated that they had tentatively scheduled time with the predecessor firm (see **Exhibit 7 – Successor Auditor Communication on Pending Kickoff and Authorization**). However, CBIZ also noted that their team was still awaiting the fully executed contract and was therefore limited in how far they could proceed.

This sequence highlights a key issue: even if the authorization letter had been issued earlier, the delayed contract made it functionally irrelevant. Without a signed agreement, the new auditors could not take official possession of the City's audit work. Moreover, the fact that FY23 had not closed until October 2024 meant that necessary schedules, trial balances, and reconciliations remained incomplete or unavailable.

In short, the audit could not move forward because too many prerequisite steps were either out of sync or incomplete. The result was a chain of delays that pushed core FY24 audit work well into Q2 2025—compressing the timeline and leaving limited space to meet the statutory June 30 deadline.

Breakdown in Early January Coordination and Compliance

Despite the urgency to start the FY24 audit, as of January 2025, both the FY23 and FY24 financial periods remained open. This is a serious compliance failure. Cities must not proceed into a second consecutive fiscal year without closing out the prior year. Yet, this was the reality facing the City of North Miami Beach when I began asking staff to initiate the audit process in early January.

Exhibit 8 – January 2025 Correspondence Regarding Audit Kickoff and Predecessor Review shows a series of emails confirming that City leadership had not taken the required steps to begin the audit—even after the new fiscal year was well underway.

In that exchange, I asked whether the mandatory communication between CBIZ (the new audit firm) and the predecessor auditor had been finalized and sent. This is a standard professional audit requirement and must be completed before any kickoff can occur.

In response, staff confirmed that this step had not yet been completed and suggested that it would happen "as part of finalizing the audit contract." That is incorrect. The authorization to initiate the predecessor auditor review is a legal and operational prerequisite. It should have been handled long before mid-January and certainly should not have been contingent on contract finalization.

The delay in issuing this letter meant CBIZ could not start their preliminary review or planning process. This further stalled the audit timeline. Compounding the issue, the FY23 audit—which should have been finalized by June 30, 2024—had only just closed in October. That delay left much of the necessary documentation unavailable or out of sync. As staff noted in their emails, the City of North Miami Beach "behind the eight ball" and still working "through the process" in January.

This snapshot of internal communication demonstrates how disjointed the early coordination was and how compliance standards were not being met. The failure to execute key audit kickoff steps in January—over three months after the close of FY24—further eroded the City's ability to meet its June 30, 2025 deadline.

Persistent Structural Deficiencies in City's Financial Operations

Despite recent efforts to stabilize the City's financial reporting, the audit delay cannot be fully understood without acknowledging the systemic breakdowns in accounting operations and internal controls that preceded it.

As detailed in **Exhibit 9 – May 2025 Independent Assessment of Audit Readiness and Financial Control Deficiencies**, a comprehensive review conducted by an external accounting firm in mid-2025 uncovered widespread internal weaknesses. These findings reinforce the structural challenges that undermined the City's ability to close FY23 and prepare for the FY24 audit on time.

The issues identified go beyond isolated errors—they reflect a pattern of unresolved operational gaps. Among the most serious concerns:

- **System-generated financial reports were inconsistent with the trial balance**. Accounts Payable and Fixed Asset reports routinely produced mismatches due to improper voiding, disposal, and configuration errors. These inconsistencies introduced risk of misstatement and forced staff to prepare manual adjustments that consumed critical time during audit prep.
- **Standard month-end and year-end close processes were missing or incomplete.** There was no documented checklist, and numerous core accounting tasks—such as adjusting for prepaid expenses, reconciling pension and compensated absences, or accruing interest payable—were either skipped or performed incorrectly. In many cases, fund balances failed to roll forward year to year.
- **Basic internal controls were absent.** Journal entries lacked independent review prior to posting, resulting in misclassifications, unbalanced entries, or reversed debits and credits. Due From/To balances remained unreconciled, and the City failed to reverse prior-year auditor adjustments—essential steps in any GAAP-compliant closing.
- **Government-wide reports (e.g., GASB 68, GASB 75, self-insurance) were finalized months late**. Instead of being ready early in the year, pension and OPEB reports weren't available until March and May, compressing the timeline for completing citywide financial statements.
- **The City was not in compliance with GASB 87 and GASB 96.** DebtBook, the lease and subscription tracking system, was misconfigured and could not generate accurate adjusting journal entries. Many agreements lacked proper documentation or were spread across departments without centralized tracking.
- **Munis, the City's financial system, was not optimized.** Core functions required excessive manual intervention, lacked proper configuration, or were misunderstood by staff. These inefficiencies resulted in delays, errors, and redundant efforts.
- **Lack of institutional knowledge and siloed workflows worsened the problem.** Cross-departmental coordination was weak. Staff lacked adequate training on advanced financial reporting, and audit preparation was described as "rushed," with little time for quality control.

These challenges made it impossible for the City to meet Florida's audit deadline in a timely manner. Even with a new auditing firm in place, the underlying accounting condition of the City was not audit-ready. Critical balances were either unavailable or unreliable, supporting documentation was missing, and required reconciliations had not occurred.

To address this, the assessment recommended implementing standardized close procedures, reconfiguring Munis and DebtBook to ensure accuracy, building staff knowledge through ongoing training, and holding monthly interdepartmental meetings to align financial practices.

These recommendations are now being operationalized. However, the May 2025 assessment confirmed what was already evident by January—North Miami Beach entered FY24 with a financial environment that was not just behind schedule but fundamentally unprepared for an audit. That environment, shaped by prior years of deferred controls and inconsistent execution, directly contributed to the current delay.

Next Steps and Recovery Plan

To get the FY24 audit back on track, we've taken several corrective actions. A temporary consultant has been brought in to fill the Assistant Finance Director role following Sophia's resignation in April. We've also reassigned internal tasks to address the gap left by the Senior Accountant, who resigned in May. The consultant is working closely with the auditors to clear open items and finalize the trial balance. We've prioritized reconciliations, closing entries, and document prep to stay in motion. The goal is to complete the audit by summer, meet state deadlines, and restore compliance.

Exhibit 1 – FY23 Audit Completion

City of North Miami Beach

October 10, 2024

To the Citizens, Mayor, and City Commission of the City of North Miami Beach:

We are pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of North Miami Beach, Florida, for the fiscal year ending September 30, 2023. The ACFR is issued pursuant to Florida Statute 218.39(1) which requires municipalities meeting certain criteria to have an annual financial audit of its accounts and records by an independent certified public accountant in accordance with rules of the Auditor General within nine months of the close of each fiscal year.

This report consists of management's representations concerning the finances of the City of North Miami Beach. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of North Miami Beach's financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Caballero Fierman Llerena & Garcia, LLP, a licensed certified public accounting firm. The goal of the independent audit is to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2023, were free of material misstatement. An independent audit involves examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. Based upon their audit, the independent auditors concluded that there was a reasonable basis for rendering an unmodified opinion that the City of North Miami Beach's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The report of the independent certified public accountants is presented as the first component.

The ACFR is used to assist in making economic decisions, and to assist citizens in assessing accountability and transparency by:

- Assessing financial condition and results of operations
- Comparing actual financial results with legally adopted budgets, where appropriate
- Assisting in determining compliance with finance related laws, rules, and regulations; and
- Assisting in evaluating the efficiency and effectiveness of City operations.

This report includes all funds of the City as well as criteria for defining the financial reporting entity of the City as promulgated by the Governmental Accounting Standards Board (GASB). The GASB is the official standard setting body of the accounting principles generally accepted in the United States of America as it applies to local governmental units.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of North Miami Beach's MD&A can be found immediately following the report of the independent certified public accountants.

PROFILE OF THE CITY

The City of North Miami Beach was incorporated on October 4, 1926 and operates under a Commission - Manager form of government. The City Commission is comprised of the Mayor and six Commission members. Together they are responsible for enacting ordinances, resolutions and regulations governing the City as well as appointing the members of various advisory boards, the City Manager, City Attorney and City Clerk. As Chief Administrative Officer, the City Manager is responsible for the enforcement of laws and ordinances; appointing and supervising the department directors of the City; submitting the proposed annual budget; advising Commission as to the financial condition of the City; and overseeing the day-to-day operations of the City.

The City of North Miami Beach is a first-tier suburb covering an area of five and one-third square miles located in northeastern Miami-Dade County, which is in the southeast part of Florida. The City is strategically located midway between Fort Lauderdale and Miami. 163rd Street is the most heavily traveled east to west corridor in Miami-Dade County as it is the gateway to both the Oleta River State Park and the beaches, and the Golden Glades Interchange: the convergence of five major roadways serving eastern and southern Florida, including Florida's Turnpike, the Palmetto Expressway (State Road 826), and Interstate 95 (I-95). 163rd Street also intersects with Biscayne Boulevard and U.S. Route 1 (US1). In the immediate vicinity of the City are two large higher education campuses: Florida International University's (FIU) Biscayne Bay Campus and Nova Southeastern University's Fischler Graduate School.

Based on the number of parcels, the City is primarily a residential and shopping community. Single- family and multi-family residential uses amount to 53.2% and 6.4%, respectively. Commercial uses and industrial development represent 15% and 3%, respectively, of the City's land parcels. Actual manufacturing activities are limited to a few small fabricating enterprises. Recreational uses and conservation lands represent 2.7% and 12.6% of the City's land parcels, respectively. The remaining land area is occupied by schools, churches, and other related establishments.

The City of North Miami Beach provides a full range of municipal services for its citizens. These include public safety (fire protection is provided by Miami-Dade County), water, sewer, and stormwater utilities, public works, parks and recreation facilities, public library, code compliance, planning and zoning, economic development, and general and administrative services. A franchise contractor provides the City's sanitation services.

The **North Miami Beach Community Redevelopment Agency (the CRA)** was created by the Mayor and City Commission on December 21, 2004, by adoption of Resolution R2004-86 accepting a delegation of powers from the Miami-Dade Board of County Commissioners and declaring the Mayor and City Commission to be the Agency in accordance with Section 163.357 of the Florida Statutes under the Community Redevelopment Act of 1969, enacted by the Florida Legislature. Miami-Dade County retains the final authority to approve the annual CRA budget, redevelopment plan and amendments, and the issuance of long-term debt. The City Commission serves as the CRA's Board of Directors, the Mayor serves as Chairman, and Adam Old, from Florida Strategic Partners, a consulting company, serves in the capacity of Executive Director. The purpose of the CRA is the elimination and prevention of blight conditions within the designated community redevelopment area. The CRA is a special revenue fund of the City of North Miami Beach and, therefore, has been included as a blended component unit and integral part of the attached financial statements. Additional information on this component unit can be found in the notes to the financial statements.

The annual budget serves as the foundation for the City of North Miami Beach's financial planning and control. All departments of the City submit requests for appropriation to the City Manager and these requests are the starting point for developing a proposed budget. The City Manager, thereafter, proposes a budget to the Commission for review. The Commission is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30th, the close of the City's fiscal year. The appropriated budget is prepared by fund and department (e.g., Police). No department may legally expend more than amounts appropriated for that department within an individual fund. The City Manager may make transfers of appropriations within a department and to a department from the contingency account. The City Commission approves supplemental appropriations; however, the City Manager is granted authority to amend, modify, or otherwise adjust the annual budget to a maximum limit of $50,000 per individual occurrence. Budget-to-actual comparisons are provided in this report for the general fund and for each non-major governmental fund for which an appropriate annual budget has been adopted. For the General Fund and CRA, this comparison is presented as part of the required supplementary information.

FACTORS AFFECTING FINANCIAL CONDITION

Local economy. The information presented in the financial statement is perhaps best understood when it is considered from the broader perspective of the environment within which the City of North Miami Beach operates. From a global perspective, the Congressional Budget Office (CBO) projects much weaker growth of real GDP (gross domestic product) The financial conditions of North Miami Beach have demonstrated robust resilience and growth over recent years. The city has effectively diversified its revenue streams and invested in community development and infrastructure improvements. Property tax revenues have seen a consistent uptick, driven by rising property values and increased real estate development. Additionally, strategic initiatives to enhance public services and attract businesses have strengthened the city's economic base, ensured a stable financial outlook and fostering long-term economic growth.

Comparing the state of Florida's GDP since the pandemic to current times reveals a significant recovery and growth trajectory. During the pandemic, Florida's economy faced severe disruptions, with declines in tourism, hospitality, and consumer spending. However, the state has bounced back strongly, with its GDP not only recovering to pre-pandemic levels but also surpassing them. Key sectors such as tourism, real estate, and technology have been pivotal in driving this recovery. The latest data indicate continued economic expansion, reflecting the state's adaptive measures and resilience in the face of global economic challenges.

Personal income growth in Florida for the fiscal year 2022-2023 has been positive, buoyed by rising employment rates and wage increases across various sectors. The state's economic policies and business-friendly environment have attracted investments, leading to job creation and higher personal incomes. Looking ahead to the fiscal year 2023-2024, the growth in personal income is expected to persist, supported by ongoing economic development initiatives and a strong labor market. Sectors like healthcare, technology, and professional services are anticipated to contribute significantly to this growth, further enhancing the state's economic vitality.

Over the past four years, North Miami Beach has experienced sustained growth in total property values, reflecting the city's attractiveness and development initiatives. This growth in property values has bolstered property tax revenues, providing a reliable financial foundation for the city. In terms of long-term financial planning, North Miami Beach has emphasized prudent fiscal management, including the strategic use of unassigned fund balances to maintain financial flexibility. Discretionary spending has been managed carefully to support essential services, infrastructure projects, and community programs, ensuring a balanced budget and the ability to address unforeseen challenges. This approach has positioned North Miami Beach for continued economic stability and growth.

LONG-TERM FINANCIAL PLANNING

Unassigned fund balance is a useful measure for the City's current financial resources available for discretionary spending. This will ensure the City will have sufficient funds for future expected and unexpected events. For the fiscal year ended September 30, 2023, the General Fund unassigned fund balance was $27.8 million, an increase of 39% above the prior year of $19.9 million. The City has also invested considerable resources into the implementation of a new Enterprise Resource Planning (ERP) System to increase the effectiveness of financial planning and reporting, automate services, streamline processes, and improve the customer experience.

Financial and strategic planning are of paramount importance to the City of North Miami Beach. The City Commission developed its inaugural Strategic Plan in 2014 which defined a Vision, a Mission, and Goals. Subsequently, in 2017, the Strategic Plan was updated. The current plan prioritizes policy and management agendas and guides the City's long-term financial strategies. In 2023, goals of the Strategic Plan were expanded, and each goal contains guiding objectives designed to advance administration and staff in the delivery of city services. The goals of the Strategic Plan are as follows:

Our goal is to create a community that is safe, clean, and beautiful for our residents and visitors. To achieve this goal, we will:

Provide citywide sewer services to ensure sanitation and environmental protection, upgrade our city parks and leisure facilities to meet the diverse needs and preferences of our community, improve mobility and connectivity in North Miami Beach and the surrounding region by enhancing public transportation, bike lanes, and pedestrian paths, resurface our roadways to improve safety and comfort for drivers, cyclists, and walkers, beautify our streetscapes, waterways, tree canopy, and landscaping throughout the city to create a pleasant and attractive environment, and maintain a safe community.

We aim to *elevate the quality of life for residents by improving resilience, sustainable, and affordable placemaking*. To achieve this goal, we will:

Maintain our existing parks at high service levels to provide green spaces and recreational opportunities for our community, improve our city infrastructure to fortify against climate change occurrences such as flooding, storm surges, and heat waves, maintain a safe community by supporting our police, fire, and emergency services and fostering a culture of respect and inclusion, add new housing inventory to NMB to provide housing options for residents of different income levels and household sizes.

We strive to provide *innovative digital services* that enhance the convenience, efficiency, and transparency of our city operations. To achieve this goal, we will:

Streamline our city processes and systems focusing on service outcomes and customer satisfaction, evaluate our operations continuously and explore ways to increase productivity, reduce the cost-of-service delivery and enhance customer service, leverage technology to improve communication, collaboration, and data-driven decision making within our city organization and with our stakeholders.

Our objective is to *maintain a high performing city organization that is focused on excellent customer service* for our residents and businesses. To achieve this goal, we will:

Maintain a top-quality and engaged city workforce dedicated to serving the North Miami Beach community by providing competitive compensation, professional development, and recognition opportunities, enhance communications with residents and businesses by using various channels, formats, and languages to inform, educate, and engage them on city issues and initiatives, listen to and understand the service needs of residents and families by soliciting feedback, conducting surveys, and hosting forums, invest in the maintenance and upgrade of NMB infrastructure, technology, facilities, and buildings to ensure their functionality, reliability, and accessibility, foster

a sense of pride in NMB services and facilities by showcasing their achievements, impacts, and benefits for our community, respond timely to calls for services by setting clear standards, tracking performance, and resolving issues promptly, provide easy access to city services and staff to answer inquiries by creating user-friendly websites, portals, and phone systems.

We desire to *advance culture and the arts* in our city by supporting diverse forms of creative expression and entertainment. To achieve this goal, we will:

Attract more quality restaurants, entertainment venues, and expand Arts District including breweries and distillers to offer a variety of dining, cultural, and social experiences for our community, attract entertainment and special events that expose diversity and celebrate the rich heritage and identity of our community, activate entertainment districts by providing incentives, support, and infrastructure for businesses and artists to thrive and collaborate.

We endeavor to *revitalize our downtown and major corridors* by promoting mixed-use development, rehabilitation, and beautification. To achieve this goal, we will:

Upgrade West Dixie Highway corridor by improving streetscape design, safety features, and business attraction, encourage transit-oriented development (TOD) around transportation hubs by providing density bonuses, zoning flexibility, and parking reductions for developers who incorporate public transit access, housing diversity, and pedestrian amenities in their projects, revitalize the NE 19th Avenue corridor by enhancing landscaping, bike lanes, sidewalks, and lighting along the street and modernizing the gateway feature at the entrance of the city, widen and enhance NE 159th Street by adding lanes, sidewalks, bike paths, and landscaping along the street and improving traffic flow and signalization at intersections, revitalize Miami Gardens Drive Corridor by improving roadway design, safety features, and business attraction along the street and modernizing the gateway feature at the entrance of the city.

Our purpose is to *maintain a financially sound government* that is accountable, responsible, and sustainable. To achieve this goal, we will:

Deliver city services in the most cost-effective manner by implementing best practices, budget controls and performance measures. Maintain or improve our bond rating, AA- or better, by demonstrating sound financial management, strong fiscal policies, and healthy reserves. Explore revenue options to leverage city resources by pursuing grants, sponsorships, and partnerships with other entities. Use debt in a financially responsible manner and reduce debt liability wherever possible by prioritizing capital projects, paying off existing debts and refinancing when appropriate. We will also maintain effective financial planning and reporting systems by using modern technology, data analysis, and auditing tools. We will invest in well planned, well maintained, and upgraded city infrastructure, facilities, and buildings by allocating adequate funds, maintaining asset inventories, and conducting regular inspections and repairs. Lastly, we will build reserves and provide sufficient resources for City services at the desired standards.

ACCOMPLISHMENTS AND INITIATIVES

The City of North Miami Beach's accomplishments and initiatives during FY22-23 met all seven pillars and have had a significant impact on the city.

The Information Technology (IT) Department provides reliable and relevant technology systems and support to staff, citizens, and businesses of the City of North Miami Beach. In the previous fiscal year, IT implemented a Smart Bench Pilot Program at Victory Park and Highland Village Community Center. This program aimed to bridge the digital divide in our community by offering citizens access to wireless internet and charging stations during their visits to our city parks. In collaboration with the North Miami Beach Public Library, we equipped our residents with technological tools such as Smart Boards for interactive presentations, and an automated laptop self-checkout kiosk that allows laptop borrowing with minimal staff contact. Information Technology also acquired a Book Scanner capable of digitizing the library's historical books. This initiative not only preserves our city's rich history but also ensures compliance

with retention policies by transitioning from paper to digital format. IT enhanced communication with residents within our facilities by introducing an automated queuing system that allows residents to join the line before physically arriving to the facility. Additionally, IT deployed digital signage kiosks within city facilities. Kiosks can be used to intake information and provide timely communications to our residents via our digital displays.

The Parks and Recreation Department provides recreational opportunities and beautiful parks and facilities that enhance the quality of life to all who live, work, and play in our diverse, vibrant, and historic community. Our Parks and Recreation After-School and Summer Camp Program had a combined registration of 799 participants, a 27% increase from the previous year, and continue to offer a variety of educations and fun activities for youth of all diverse backgrounds and abilities.

One of the major accomplishments for the Parks and Recreation Department was the installation of a new playground at Highland Village Park. The playground was entirely upgraded with new ADA accessible equipment for ages 3 through 12-year-olds, new poured-in-place safety surfacing, new walking path, and a new double bay swing set. In addition, the Martin Luther King, Jr. linear park was upgraded with a life size bronze statue of Dr. King. Parks and Recreation also replaced the pool heater at the Kevin R. Sims Aquatic Center at Victory Park.

All the above-mentioned accomplishments provide for an improved recreational and wellness space for the community, quality equipment and facilities, a safer environment for children to play, an improved quality of life, and an opportunity for residents and visitors to stay active.

North Miami Beach Police Department (NMBPD) is dedicated to ensuring the safety and security of the community. Over the past fiscal year, NMBPD has enhanced public safety throughout the city by hiring twelve (12) new police officers. Their presence on the streets has been instrumental in deterring crime and fostering a sense of security among residents.

NMBPD successfully provided security for 68 events, including signature events such as Snowfest, Monster Mash Bash, Bike305, and Heart Walk, all of which occurred without any incidents. These events play a crucial role in our community, imparting unity and offering opportunities for enjoyment and entertainment. NMBPD ensured that these events were safe and enjoyable for all attendees.

NMBPD hosted ten (10) Police and Community Together (PACT) meetings and four (4) Coffee with a Cop events. These forums allowed residents to express their concerns, propose ideas, and enhance communication between the police and the community. These events also provided NMBPD with an opportunity to discuss crime trends, educate residents on how to avoid becoming victims of property and personal crimes, and keep residents informed about community safety initiatives.

To maintain our fleet, NMBPD purchased and received six (6) new police vehicles. This acquisition reassures residents that we possess a modern fleet capable of responding to service calls without mechanical failures.

NMBPD Marine Patrol carried out 44 patrols within the waterways of North Miami Beach and participated in four (4) multi-jurisdictional efforts. These patrols and details ensure the safety of North Miami Beach's waterways for our residents. Additionally, NMBPD initiated the 9:00pm Routine Residential and Vehicle Burglary Program to educate residents about the importance of securing their homes and vehicles during nighttime hours.

Human Resources recruits and retains talented workforce, ensures optimal performance, and keeps human capital highly engaged by providing services in the areas of Talent and Organizational Development, Labor & Employee Relations, Compensation and Benefits, Wellness, and Risk Management.

The Human Resources Department maintained its commitment to recruiting and retaining a skilled workforce. Human Resources invested in programs and initiatives designed to enhance employee skills and career development, thereby fostering a culture of continuous learning and growth.

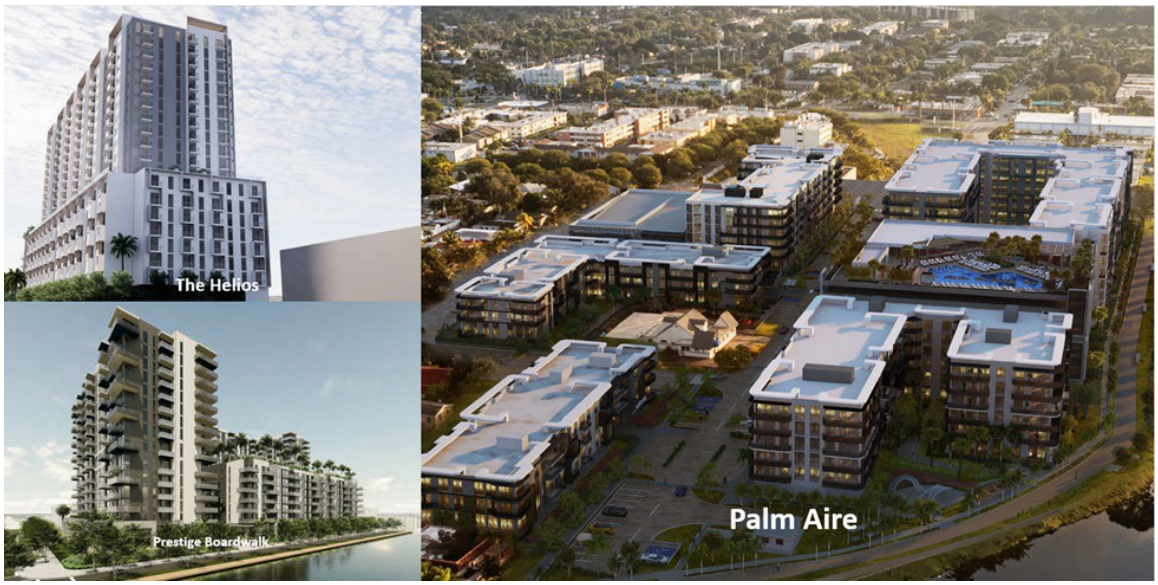
In collaboration with Evergreen Solutions, the department conducted a citywide salary study to ensure that compensation was competitive to other organizations in the area.

Human Resources/Risk Management promoted employee wellness through a variety of programs and initiatives aimed at enhancing physical, mental, and emotional well-being. Human Resources also organized several health fairs, providing opportunities for employees to interact with wellness professionals. These events offered insights on stress management and health eating habits.

Community Development

The Department of Community Development includes three divisions: Planning & Zoning, Code Compliance, and Business Tax Receipts. These divisions work together to ensure compliance with planning and zoning codes, administer the business tax receipt program, and provide code enforcement citywide. The Community Development Department organizes and manages development and improvement of the City's neighborhoods, engaging in planning efforts to shape, preserve, and enhance the existing urban fabric of the area while protecting the health, safety, and welfare of its citizens through the enforcement of City codes, policies, and ordinances.

Some of the developments in the pipeline during FY22-23, with projects either proposed or initiated, were:



The Helios: A proposed mixed-use development consisting of 378 residential units, approximately 15,600 square feet of ground floor commercial space and 485 parking spaces all designed within a 20-story building.

Prestige Boardwalk: A proposed mixed-use development consisting of a 15-story building with 370 residential dwellings and 33,008 square feet of ground floor retail, a parking facility, and related amenities.

Palm Aire: A proposed mixed-use multi-family project, with a total of 713 units and 800 square feet of ground floor retail.

The NMB Water Department delivers high-quality water to over 175,000 customers. This utility service extends to northern Miami-Dade County, including Aventura, Miami Gardens, Sunny Isles Beach, Golden Beach, and certain areas of unincorporated Miami-Dade County. Additionally, NMB Water provides wastewater collection services primarily to Miami Gardens and a portion of NMB.

Despite industry-wide supply chain shortages and cost increases, NMB Water successfully maintained uninterrupted water production, distribution, and wastewater collection.

On September 20, 2023, NMB Water participated in the annual "Best of the Best" Drinking Water Taste Test, sponsored by the American Water Works Association (Florida Chapter – Region VII). This friendly competition involved water utility departments from Miami-Dade and Monroe Counties. NMB Water won 1st place, reaffirming our commitment to not only making every drop county but also providing award-winning water to all our 175,000 customers across our extensive service area.

NMB Water is spearheading the septic-to-sewer conversion in the Community Redevelopment Area (CRA), specifically in the Corona del Mar neighborhood, as part of the $106M Capital Improvement Program (CIP). Phase 1 of the project, completed in October 2023, included the installation of approximately 7,700 linear feet of 8-inch gravity mains, 350 feet of 6-inch force mains, 36 manholes, and a new state-of-the-are lift station. Phase 2 of the project, currently under construction, involves the installation of approximately 1,300 linear feet of 6-inch lateral lines, the abandonment of existing septic tank lines, and the connection of 130 private properties to the city's mainline.

Public Works

The Public Works Division is proud to offer essential services to the residents of North Miami Beach. Public Works' responsibilities include maintaining streets, roadways, alleys, public rights-of-way, stormwater drainage, and public facilities. Public Works also manages citywide beautification projects and Capital Improvement Projects (CIP).

Public Works has milled and resurfaced major thoroughfares, thereby creating safer streets and roads for travel throughout the city. These include NE 19th Avenue, NE 8th Avenue, NE 171st Street, and NE 179th Street. The implementation of the Transportation Master Plan has significantly improved traffic, particularly by addressing traffic calming measures and constructing infrastructure to support safe parking for neighborhoods and businesses.

The Facilities Maintenance Division of Public Works has expanded their services by assuming the maintenance of facilities previously handled by the water utility. This includes the Operations Center, Public Service Administration building, and several other City facilities. These facilities have been maintained successfully, resulting in cost savings. The fleet maintenance and landscaping components of the utility were also transitioned from the water utility vendor to the Public Works Division.

Capital Improvement Projects (CIP)

Our Capital Improvement Projects (CIP) Division provides a road map as well as a tracking tool for all capital projects, excluding water and sewer. A comprehensive and well-structured CIP Plan is essential to maintain a safe, attractive, and ultimately habitable environment for living, visiting, and conducting business. Some of the significant CIP projects that were either initiated or completing during FY22-23 were:

State Road 860 Beautification Project: This project revitalized a major city corridor, SR 860, also known as Miami Gardens Drive. In collaboration with the Florida Department of Transportation and their Highway Beautification Grant, we have not only improved the aesthetics of the thoroughfare but also established a barrier between our residents and the high traffic volume of SR 860.

Drainage Improvements on NE 20th Lane: This project managed water runoff along NE 20th Lane from Highland Drive to NE 137th Street. It mitigated the potential flooding rise that could impact homeowners and residents within this area.

Washington Park Community Center: The city has moved forward with the preliminary design and engineering phase of the Washington Park Community Center. Project design plans were presented to the City Commission and subsequently received the green light to proceed.

The NMB Discovery Library, a hub of knowledge and learning, attracts approximately 850 daily visitors and up to 800,000 annually, including those attending special events. The library's mission is to inspire lifelong learning, promote success, and to provide access to knowledge and technology. It achieves this by offering dynamic educational and cultural opportunities that strengthen various community aspects, including education, culture, history, finance, technology, health, democracy, entrepreneurship, intergenerational relationships, and diversity.

Around 50% of the library's early literacy education program graduates have earned scholarships or gained admission to reputable school programs. In collaboration with Miami-Dade College, the library hosts classes on-site, making education more accessible and reducing travel time and costs for students. The library empowers the community by offering language skills, high school diplomas, Google and Entrepreneurial certifications, resume writing workshops, and computer workshops. It acts as a catalyst for new Americans, providing free access to Citizenship and TPS applications and instruction. It also offers early literacy classes, pre-school programs, supports third graders' and seniors' quality of life through intergenerational, life skill, health, arts, and cognitive programming. By equipping residents with the skills and knowledge necessary for professional development and a diverse job market, the library supports economic development. Entrepreneurs can access free meeting and working spaces as well as data research to boost their businesses.

The NMB Discovery Library encourages community engagement and offers cultural programming that fosters understanding and wellbeing. Collaborations with local art groups, cultural exchange groups, and community organizations strengthen community ties and provide opportunities to appreciate our diverse community. The library's partnerships also deliver programs focused on Art, STEM, Health, Legal Services, and academic success, promoting sustained growth and prosperity for the community while maintaining fiscal responsibility.

These achievements, which represent only a portion of our successes during FY22-23, have significantly impacted the City of North Miami Beach. We take pride in the collective effort that our Team NMB and partners have made to achieve exemplary outcomes in investing in our infrastructure and enhancing the quality of life for our residents and businesses. We eagerly anticipate continuing these efforts in the upcoming fiscal year.

Relevant Financial Policies

Fund Balance Policy

The city's fund balance policy, in accordance with GASB Statement No. 54, classifies fund balances into non-spendable, restricted, committed, assigned, and unassigned categories. The policy requires a minimum unassigned general fund balance of at least 10% of budgeted revenues. The city's commitment to consistently adding to fund reserves was upheld in the previous year, contributing to financial stability and flexibility.

Investment Policy

North Miami Beach administers a comprehensive cash management and investment program, aiming to maximize available cash for daily requirements while achieving the highest possible yields. This is done in compliance with Florida statutes and the city's investment policy, ensuring capital protection and optimal returns.

Millage Rate Policy

Adopted in fiscal year 2018, the millage rate policy sets parameters for adjusting the operating millage rate during the annual budget process. The policy ensures compliance with the Fund Balance Policy, providing rate stability and options for managing excess unassigned fund balance in the General Fund.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded North Miami Beach a Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023. This marks the thirty-third consecutive year the city has received this award, reflecting its commitment to transparency, accuracy, and excellence in financial reporting. The city's finance staff, along with auditors Caballero Fierman Llerena + Garcia, LLP, played a crucial role in achieving this recognition. The City Commission's guidance and support have been instrumental in maintaining responsible and progressive financial management. The city is confident that its current ACFR meets the GFOA's standards and is being submitted for another certificate.

Respectfully submitted,

Mario Diaz, City Manager

Sophia Taylor, Finance Director

BidSync POWERED BY Periscope
(https://www.periscopeholdings.com/)

Exhibit 2 – RFP Publication Timeline for External Audit Services

Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES

City of North Miami Beach, FL
Finance

Time left: Bid has ended
Bid started: May 20, 2024 5:17:55 PM EDT
Bid ended: Bid Closed On Jul 15, 2024 3:00:00 PM EDT

City of North Miami Beach NMB CITYNMB.COM

Register now for free!

Register for free to access Bid information and place offers on Bids released by our agency clients.

Add to My bids

Details | Documents | Line items | Vendor ads

Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES RFP

Bid contact: Please log in to view Bid contact information
Issuing agency: City of North Miami Beach, FL See other Bids by this agency
Issuing department: Finance See other Bids by this department
Bid Comments: The City of North Miami Beach, Florida, is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2024, 2025, 2026, 2027, and 2028; and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports.

Annual audits shall be conducted for both the City of North Miami Beach ("City") and North Miami Beach Community Redevelopment Agency ("CRA"). Audits are to be performed in accordance with generally accepted auditing standards in the United States of America.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site).

Proposers please note: No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation.

The City of North Miami Beach reserves the right to waive any informality in any or all proposals and to reject any or all proposals.
Added on Jun 24, 2024:
The following changes, additions, clarification and deletions amend the solicitation documents of the aforementioned Invitation to Bid (ITB) and shall become part of the solicitation documents. Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provision are now in effect and remain unchanged.

A PRE-BID Meeting has been scheduled for June 27, 2024 @ 11:00AM (EST)

Join Zoom Meeting https://citynmb.zoom.us/j/88291946535?pwd=c4pN8ZkFG708cUkuZaC32NAOYpqjKw.1
Meeting ID: 882 9194 6535
Passcode: 536144

The Bid Closing Date has been changed to July 12, 2024 @ 3:00 PM (EST)

The Question & Answer section has been re-opened. NEW Question &

Answer Close Date: Tuesday, July 2, 2024 @ 3:00 PM
Added on Jul 5, 2024:
***ADDENDUM NO. 2: CHANGES, ADDITIONS, Q & A INCLUDING ATTACHMENT #1 & #2**
Added on Jul 10, 2024:
ADDENDUM NO. 3 - CHANGE: NEW BID CLOSE DATE: MONDAY, JULY 15, 2024 @ 3PM VIA BID SYNC
Added on Jul 11, 2024:
****CANCELED****:
Pre-bid conference for Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES.
Conference Details
Date: Jul 12, 2024 11:00:00 AM EDT
Location: ONLINE pre-bid conference for Bid #RFP-24-018-SG - EXTERNAL AUDITING SERVICES.

Classification codes: View classification codes
Contract duration: 3 years
Contract renewal: 2 annual renewals
Prices good for: Not Applicable
Regions: Florida, Miami-dade

Please log in to see Bid details or to add this to My Bids. If you are not registered, please register for free.

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Exhibit 3 – Resolution R2024-124 and Contract Approval

Legislation
11.5.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Shereece Depusoir, Chief Procurement Officer
VIA:	Mario A. Diaz, City Manager
DATE:	December 17, 2024

RE: Resolution No. R2024-124 External Audit Services (Shereece Depusoir, Chief Financial Officer)

Description

BACKGROUND ANALYSIS:

The City of North Miami Beach solicited the services of a qualified Independent Certified Public Accountant to audit the City's financial statements for the fiscal years ending September 30, 2024, 2025, 2026, 2027 and 2028 and any required Special Reports such as Grants or other compliance reporting, as well as auditing those financial statements and other Special Reports for the subsequent two fiscal years.

On May 20, 2024, the City issued Request for Proposals No. RFP-24-018-SG ("RFP") for *"External Auditing Services";* for a five (5) year term.

Electronic notices were posted on the City's website and Bidsync.com, and notifications were sent to over 7,900 potential local and national vendors.

On July 15, 2024, three (3) responses were received from Marcum LLP, Anthony Brunson PA and Caballero Fierman Llerena & Garcia LLP.

RECOMMENDATION:

City Manager conducted his own due diligence concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, to negotiate an agreement with the first ranked respondent, and if negotiations are unsuccessful, with the next highest ranked firm successively, until an acceptable agreement can be recommended for the City Commission consideration and approval.

FISCAL/ BUDGETARY

Exhibit 4 – Draft Agreement Sent to Auditor on February 5, 2025

Rahmani,Tarik

From:
Sent: Wednesday, February 5, 2025 5:16 PM
To: Ariza, Moises; Lopez, Branden
Cc:
Subject: RE: Predecessor Auditor Review - City of North Miami Beach
Attachments: NMB Professional Services Agreement - External Audit CBIZ.docx

Good afternoon Moises and Branden,

Attached is the latest Agreement draft, the CAO did not agree with removing Section 16.1, instead the language was amended…

16.1 This Agreement is non-exclusive. In the event of default, mismanagement, misconduct or non-compliance, the CITY retains the right to engage the services of additional third-party Consultants in a manner permitted under applicable law to perform the same or similar services provided by CONSULTANT under this Agreement.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From:
Sent: Tuesday, February 4, 2025 3:36 PM
To: Ariza, Moises <Moises.Ariza@cbiz.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Lopez, Branden <Branden.Lopez@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Yes I got some feedback about the non-exclusivity section, I'll send over.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Ariza, Moises <Moises.Ariza@cbiz.com>
Sent: Tuesday, February 4, 2025 3:26 PM
To:
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Lopez, Branden <Branden.Lopez@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Good afternoon Shereece – Hope all is well.

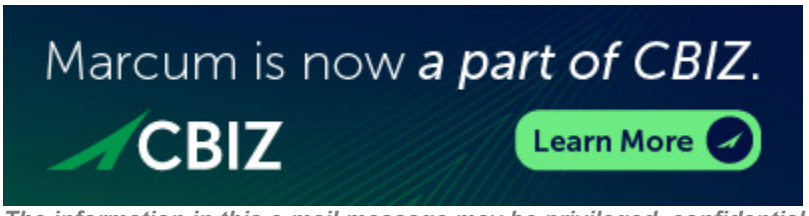
I know you spoke to Branden about a pending change. I just wanted to check in.

Talk soon,

Moe

Moises D. Ariza, CPA, CGMA
Managing Director, CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9612

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From:
Sent: Friday, January 31, 2025 9:55 AM
To: Lopez, Branden <Branden.Lopez@marcumllp.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>

Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach
Importance: High

Sender: shereece.george@citynmb.com from United States

Good morning Branden,

Please see the attached redlines from the CAO. Please advise if we need further discussion, if the redlines are ok we will send via Adobe for signature.

Section 12.1…
The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City, if such representation would pose a conflict with the interest of the City by compromising CONSULTANT's independence or ethical obligations.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 20, 2025 1:36 PM
To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>; Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon,

Hope you are all doing we. Thank you for your assistance. If you have any questions while reviewing the predecessor auditor letter don't hesitate to reach out. In the meantime, while the letter and contract are being reviewed, we scheduled time to meet with the predecessor auditor and perform the required review. Additionally, you will be receiving an email from INFLO which is our secure transfer portal. We use INFLO to transmit our audit request list and securely transmit the sensitive information during the audit. In advance of the contract process, we are sharing with you our audit request list.

Please let us know you availability to have a preliminary kick off meeting this Friday, January 24th. Once the time/date is confirmed, we will send a calendar invite with the call-in information.

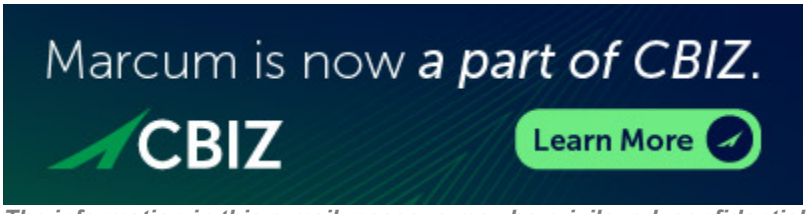
Thank you again for your help. We are looking to working with the City.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Friday, January 17, 2025 8:54 PM
To: Lopez, Branden <Branden.Lopez@marcumllp.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>; Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Brendan –Thank you for taking the lead on the predecessor auditor task.

We are working on the contract, and we will get back to you as soon as possible next week. Thanks. ---------Tarik

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 13, 2025 2:05 PM
To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Thank you both very much for your help. We have sent the letter to the predecessor auditor in order to schedule and complete the review. Once that is done, we can finalize the audit PBC list for your review. We will provide you an update as soon as we hear back from the firm.

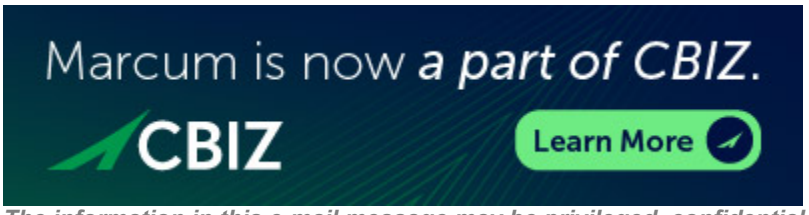
In regards to the contract, please let us know if you have any questions/comments.

Have a great rest of your day,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 1:25 PM
To: George,Shereece <Shereece.George@citynmb.com>; Lopez, Branden <Branden.Lopez@marcumllp.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Shereece –thank you.

Braden –let us know if you need anything from our end.

Thank you. ----Tarik

From: George,Shereece <Shereece.George@citynmb.com>
Sent: Monday, January 13, 2025 12:58 PM
To: Lopez, Branden <Branden.Lopez@cbiz.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hi Branden,

Please see the attached.

Thank you,

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Wednesday, January 8, 2025 1:29 PM
To: George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon Shereece,

Hope all is well. As part of our audit, we are required to perform a predecessor auditor review of their files. Attached please find the request to release the information to the successor auditor letter. Please review this letter and place on City letterhead.

We want to make sure we stay on track and keep the momentum of the audit process going.

If you have any questions while reviewing, please don't hesitate to reach out. Thank you for the help.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131

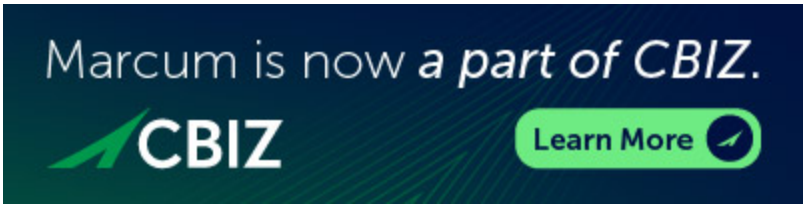

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Exhibit 5 – Fully Executed Contract with Marcum LLP

AGREEMENT FOR EXTERNAL AUDITING SERVICES
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND CBIZ CPA's P.C.

THIS AGREEMENT is made and entered into as of the 7 day of FEBRUARY 2025, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and CBIZ CPAs P.C. having an address at 1 SE Third Avenue, Suite 1100, Miami, FL 33131, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the CITY desires to engage the CONSULTANT to provide comprehensive External Auditing Services for the City of North Miami Beach, North Miami Beach Community Redevelopment Agency and The Children's Trust Grant Program; and be bound by the terms and conditions of the Request for Qualifications *"RFQ-24-018-SG External Auditing Services"* which includes the General Terms and Conditions, Special Conditions, Scope of Services and associated Addenda attached hereto and incorporation herein as Exhibit "A", and the assertions in CONSULTANT's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHERAS, Resolution No. 2024-124, authorizing the work to be performed by the CONTRACTOR was approved by the City Commission of the City of North Miami Beach (the "City Commission") at its December 17, 2024, City Commission meeting; and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the CITY in support of those expressed desires has submitted an "Engagement Letter" incorporated herein as Exhibit "C"; and

WHEREAS, the CONSULTANT agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of by each party and shall be in effect for a three (3) year period from the date of such full execution. The CITY may extend this contract for two (2) additional one (1) year periods at the same terms, conditions, and prices upon mutual agreement of both

VENDOR
CAO

The City of North Miami Beach

Exhibit 6 – Authorization Letter to Predecessor Auditor

City of North Miami Beach
Attn: Finance Department
17011 NE 19th Avenue
North Miami Beach, FL 33162

January 13, 2025

Caballero Fierman Llerena & Garcia LLP
Attn: Enrique Llerena, CPA
8950 SW 74th Court, Suite 1210
Miami, FL 33156

We have engaged CBIZ CPAs P.C., One SE Third Avenue, Suite 1100, Miami FL, 33131 to audit our financial statements for the fiscal year ended September 30, 2024. In connection with their audit, they would like to make inquiries and examine your workpapers for the audit of our financial statements for the fiscal year ended September 30, 2023. We hereby authorize you to respond fully and without limitation to their inquiries.

Please allow our auditors to copy any information needed from files related to our financial statements that they request (unless proprietary in nature) and bill us for the reproduction costs.

We have represented to our auditors that we are not involved with your firm in any disputes about accounting policies, auditing procedures, or similarly significant matters and that we have paid in full for all services rendered by you to date. You will be contacted by Moises D. Ariza, Shareholder (Moises.Ariza@cbiz.com) or Branden Lopez, Shareholder (Branden.Lopez@cbiz.com) of this audit firm concerning these matters.

Very truly yours,

Shereece George Depusoir
Chief Procurement Officer
City of North Miami Beach

Exhibit 7 – Successor Auditor Communication on Pending Kickoff and Authorization

Rahmani,Tarik

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 20, 2025 1:36 PM
To: Rahmani,Tarik; George,Shereece
Cc: Taylor,Sophia; Ariza, Moises; Diaz, Mario
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon,

Hope you are all doing we. Thank you for your assistance. If you have any questions while reviewing the predecessor auditor letter don't hesitate to reach out. In the meantime, while the letter and contract are being reviewed, we scheduled time to meet with the predecessor auditor and perform the required review. Additionally, you will be receiving an email from INFLO which is our secure transfer portal. We use INFLO to transmit our audit request list and securely transmit the sensitive information during the audit. In advance of the contract process, we are sharing with you our audit request list.

Please let us know you availability to have a preliminary kick off meeting this Friday, January 24th. Once the time/date is confirmed, we will send a calendar invite with the call-in information.

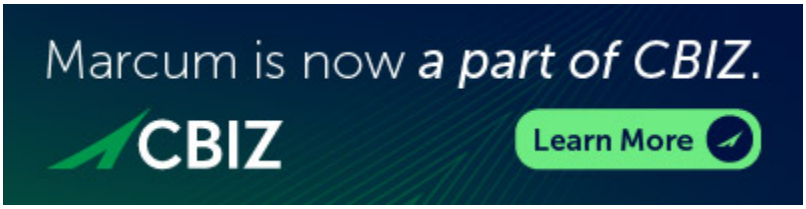
Thank you again for your help. We are looking to working with the City.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Friday, January 17, 2025 8:54 PM
To: Lopez, Branden <Branden.Lopez@marcumllp.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>; Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Brendan –Thank you for taking the lead on the predecessor auditor task.

We are working on the contract, and we will get back to you as soon as possible next week. Thanks. ---------Tarik

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Monday, January 13, 2025 2:05 PM
To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Thank you both very much for your help. We have sent the letter to the predecessor auditor in order to schedule and complete the review. Once that is done, we can finalize the audit PBC list for your review. We will provide you an update as soon as we hear back from the firm.

In regards to the contract, please let us know if you have any questions/comments.

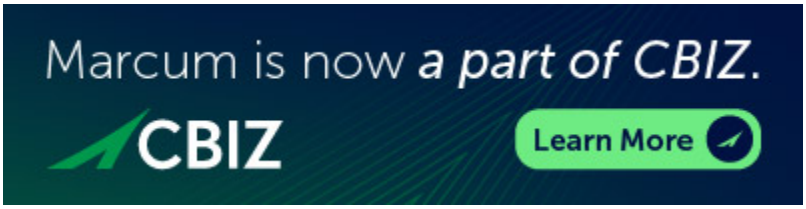
Have a great rest of your day,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

CBIZ

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 1:25 PM
To: George,Shereece <Shereece.George@citynmb.com>; Lopez, Branden <Branden.Lopez@marcumllp.com>

Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@marcumllp.com>
Subject: [EXT] RE: Predecessor Auditor Review - City of North Miami Beach

Sender: tarik.rahmani@citynmb.com from United States

Shereece –thank you.

Braden –let us know if you need anything from our end.

Thank you. ----Tarik

From: George,Shereece <Shereece.George@citynmb.com>
Sent: Monday, January 13, 2025 12:58 PM
To: Lopez, Branden <Branden.Lopez@cbiz.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Rahmani,Tarik <tarik.rahmani@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hi Branden,

Please see the attached.

Thank you,

Shereece George Depusoir, ***CPPB, NIGP-CPP, CSCMP***
Chief Procurement Officer
City of North Miami Beach
Procurement Management Department
T (305) 948-2946, ext. 2629
Purchasing@citynmb.com

17011 NE 19th Avenue, North Miami Beach, FL 33162 | www.citynmb.com | City NMB on Social Media:

From: Lopez, Branden <Branden.Lopez@cbiz.com>
Sent: Wednesday, January 8, 2025 1:29 PM
To: George,Shereece <Shereece.George@citynmb.com>
Cc: Taylor,Sophia <Sophia.Taylor@citynmb.com>; Ariza, Moises <Moises.Ariza@cbiz.com>
Subject: Predecessor Auditor Review - City of North Miami Beach

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We want to make sure we stay on track and keep the momentum of the audit process going.

If you have any questions while reviewing, please don't hesitate to reach out. Thank you for the help.

Regards,

Branden

Branden Lopez, CPA
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Phone: (305) 995-9687

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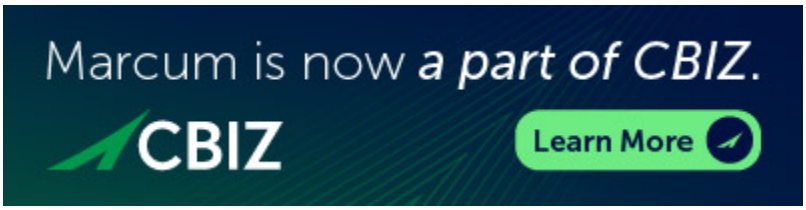

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Rahmani,Tarik

From: Taylor,Sophia
Sent: Monday, January 13, 2025 2:15 PM
To: Rahmani,Tarik; George,Shereece
Cc: Diaz, Mario
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hello Tarik,

I have been in communication to the Auditors (CBIZ) regarding the Audit kick-off meeting and Audit schedule; however, the kick-off meeting won't be effective if the Auditors have not yet reviewed the recent Audit files and complete the PBC list with references where necessary from previous audit. Yes, we are anxious to begin but we have work through the process before we can get started, especially since we are behind the eight ball. Once CBIZ reviews the files, which will be done with urgency when CFLG gives them the green light to do so. In addition to that, the City must finalize the contract, that is as important, if not more so, than reviewing the Audit files; when all this is done, we will have the kick-off meeting and hit the ground at full speed. I am staying on top of this and will let you know if there are any delays with us getting things moving forward quickly.

Regards,

Sophia Taylor, CPFO
Finance Department
T Direct Dial: 305-919-3717
T (305)787-6000 EXT 2713
Sophia.Taylor@Citynmb.com

From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 1:37 PM
To: Taylor,Sophia <Sophia.Taylor@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Thank you, Sophia.

Shereece signed and sent the letter to Branden today. We're now just waiting on the fully executed contract and PO. Can you please ask Branden to set up an in-person kickoff meeting at City Hall?

Thanks so much! -------Tarik

From: Taylor,Sophia <Sophia.Taylor@citynmb.com>
Sent: Monday, January 13, 2025 12:35 PM

To: Rahmani,Tarik <tarik.rahmani@citynmb.com>; George,Shereece <Shereece.George@citynmb.com>
Cc: Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hello Tarik,

This should be done as part of finalizing the Audit contract, Procurement will be sending the request to the predecessor Auditors to grant permission to CBIZ to review the files. I will follow up with Shereece shortly.

Thanks so much!

Sophia Taylor, CPFO
Finance Department
T Direct Dial: 305-919-3717
T (305)787-6000 EXT 2713
Sophia.Taylor@Citynmb.com

. I will follow up with

From: Rahmani,Tarik <tarik.rahmani@citynmb.com>
Sent: Monday, January 13, 2025 9:54 AM
To: George,Shereece <Shereece.George@citynmb.com>; Taylor,Sophia <Sophia.Taylor@citynmb.com>
Cc: Diaz, Mario <Mario.Diaz@citynmb.com>
Subject: RE: Predecessor Auditor Review - City of North Miami Beach

Hi Sophia –Good morning and I hope you had a good weekend with family.

I am following up on Branden's email about the Predecessor Audit Review (below and attached). Can you confirm if this has been finalized and sent as requested? Also, once it's done, please confirm with Branden directly and copy me, so we're all aligned.

Thank you in advance for your help. ------Tarik

From: Lopez, Branden Branden.Lopez@cbiz.com
Sent: Wednesday, January 8, 2025 1:29 PM
To: George,Shereece Shereece.George@citynmb.com
Cc: Taylor,Sophia Sophia.Taylor@citynmb.com; Ariza, Moises Moises.Ariza@cbiz.com
Subject: Predecessor Auditor Review - City of North Miami Beach

Good Afternoon Shereece,

Hope all is well. As part of our audit, we are required to perform a predecessor auditor review of their files. Attached please find the request to release the information to the successor auditor letter. Please review this letter and place on City letterhead.

We want to make sure we stay on track and keep the momentum of the audit process going.

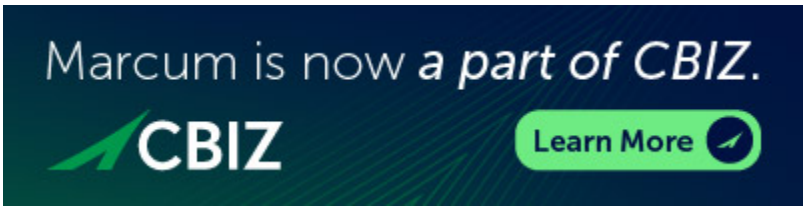
If you have any questions while reviewing, please don't hesitate to reach out. Thank you for the help.

Regards,

Branden

Branden Lopez, CPA
Managing Director
CBIZ
Shareholder, CBIZ CPAs P.C.
Phone: (305) 995-9687

One SE Third Avenue, Suite 1100 | Miami | FL | 33131



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MEMORANDUM

To: City of North Miami Beach Finance Department
From: CFLG
Subject: Recommendations for Audit Readiness
Date: May 15, 2025

Introduction:

CFLG has been contacted by the City of North Miami Beach (NMB) to assist in the financial close and reporting process in preparation for their upcoming external audit. CFLG identified various matters during the process of performing the duties associated with financial close and reporting assistance. While NMB has made strides in its financial management, several critical areas require improvement to ensure accurate reporting, compliance with standards (ex. GASB 87/96), and audit readiness. Below we detail the key issues and propose recommendations for improvement to address these challenges.

Key Areas of Concern and Specific Issues

- Reports and Functions Providing Data Requiring Reconciliation – System generated financial reports produce information that is inconsistent with the source data which could question the accuracy of financial statements and audit preparedness.
    - Issues Identified:
        - Accounts Payable report discrepancies with the Trial Balance due to voided checks.
        - Fixed Asset Detail list report mismatches with the Trial Balance when disposals occur.
        - Withhold Report lacks proper configuration to track current open retainage balances.
        - Accrued payroll function incorrectly records entries to Cash instead of Accrued Payroll Expenses.
    - Impact: These inconsistencies lead to errors in financial reporting, requiring manual adjustments while preparing supporting schedules for the auditor.
    - Recommendations:
        - Implement reconciliation checks within Munis to flag discrepancies between reports and the Trial Balance.

        - Enhance Withhold Report settings to include retainage balance tracking.
        - Reconfigure accrued payroll processes to route entries to the correct accounts.
        - Conduct monthly validation of Fixed Asset and Accounts Payable reports against the Trial Balance.
- Lack of Proper Processes for Financial Reporting and Closing – The absence of standardized processes for financial reporting and closing results in errors, delays, and non-compliance with accounting standards.
    - Issues Identified:
        - Inadequate review and maintenance of accounts, including:
            - Missing or unbalanced budgeted Transfers In/Out.
            - Failure to record adjustments for Prepaid Items and Inventory usage.
            - Commingling of Water and Sewer funds debt service funds (interest expenses in Fund 410 but liabilities in Funds 413/416).
            - Not reversing prior-year auditor-proposed accrual entries.
            - Compensated absence balances for over 200 former employees not reconciled/updated annually.
            - Fund balances not rolling forward correctly year-to-year.
            - Capital Outlay accounts not reversed with Suspense accounts for Business-type Funds.
            - Pension funds not reconciled to actuarial reports, tracked on a cash basis.
            - Unavailable revenues (prior and current year) not recognized at the fund level.
            - Missing accrued interest payable on long-term debt.
            - Accrued payroll improperly allocated, with entries affecting Cash.

        - Missing allocation of Ad Valorem to Debt Service funds as budgeted.
        - No accruals for post-year-end invoices related to capital projects.
        - Unreconciled Due From/To balances.
    - Lack of proper journal entry review prior to posting, leading to incorrect accounts, improper adjustments, or reversed debits/credits.
- Impact: These deficiencies increase the risk of material misstatements, non-compliance, and audit findings.
- Recommendations:
    - Develop and document a month-end and year-end closing checklist to ensure all accounts are reviewed and reconciled.
    - Establish a journal entry review process requiring secondary approval before posting.
    - Assign dedicated staff to perform annual cleanups of compensated absences and Due From/To balances.
    - Implement a reconciliation process for pension funds against actuarial reports.
    - Train staff on proper recognition of unavailable revenues, accrued interest, and capital project accruals.
    - Create a schedule to track and reverse auditor-proposed entries in the subsequent fiscal year.
- GASB 87/96 Compliance Issues – Improper configuration and lack of systems to track leases and subscriptions hinder compliance with GASB 87/96.
    - Issues Identified:
        - DebtBook improperly configured, with account structures preventing use of system-proposed adjusting journal entries (AJEs).
        - No centralized system to track all leases and subscriptions (short- and long-term) for GASB applicability.

        - Shifting vendor payments and expenses between funds annually for several leases/subscriptions.
    - Impact: Non-compliance with GASB standards risks audit findings and inaccurate financial reporting.
    - Recommendations:
        - Reconfigure DebtBook to align account structures with Munis and enable automated AJE generation.
        - Implement a centralized lease/subscription tracking system with clear documentation of terms and GASB applicability.
        - Standardize fund allocation for lease/subscription payments to prevent annual shifts.
- Delays in Government-Wide Related Items – Late finalization of key government-wide reporting components delays audit preparation.
    - Issues Identified:
        - GASB 68 (Pension) not finalized until March.
        - GASB 75 (OPEB) not finalized until early May.
        - Self-Insurance reporting not finalized until late April.
    - Impact: Delays compress the audit timeline, increasing errors and rushed processes.
    - Recommendations:
        - Establish earlier deadlines (January for GASB 68, February for GASB 75 and Self-Insurance) and assign accountability to responsible staff.
        - Coordinate with actuaries and third-party providers to expedite data delivery.
        - Conduct interim reviews of government-wide items to identify issues early.
- Contract Management in Munis – Incomplete or disorganized contract documentation in Munis hinders compliance and audit reviews.
    - Issues Identified:

        - Many leases/subscriptions lack signed contracts, relying on piggyback contracts, quotes, or miscellaneous documents.
        - Missing contracts for cell tower leases where the City is the lessor.
        - Unnecessary documents attached to contracts, requiring manual review to locate relevant files.
    - Impact: Missing or unclear documentation risks non-compliance and audit delays.
    - Recommendations:
        - Require signed contracts for all leases/subscriptions before recording in Munis.
        - Develop a standardized contract attachment protocol, limiting extraneous documents.
        - Create a master contract log to track all agreements, including lessor arrangements.
- Additional Operational Challenges – Beyond specific financial issues, operational inefficiencies also impact audit readiness challenges.
    - Issues Identified:
        - Convoluted Munis interface, requiring excessive clicks to access information or facing system limitations.
        - Lack of institutional knowledge on complex items (GASB 87/96, fund closings, allowance for doubtful accounts, financial statement preparation).
        - Rushed audit preparation leading to significant errors and delays.
        - Siloed departments with insufficient interdepartmental communication and review.
    - Impact: These issues reduce efficiency, increase errors, and hinder collaboration.
    - Recommendations:
        - Work with Munis support to streamline workflows and reduce navigation complexity.

- Implement regular training programs to build institutional knowledge on complex accounting topics.
- Establish a detailed audit preparation timeline starting six months prior to the audit, with clear milestones.
- Foster interdepartmental collaboration through monthly cross-departmental finance meetings to align processes.

Corrective Actions and Stabilization Measures Taken:

Since arriving in December, I've worked closely with our audit firm, the Interim City Manager, and department leadership to address the root causes of our audit delays. We faced significant turnover within the Finance Department during the audit cycle, including the loss of the former Finance Director and a Senior Accountant. Despite these staffing gaps, we prioritized the audit and took direct action to stabilize the process.

I led a full review of our financial reporting framework, identified key breakdowns, and implemented structural fixes. This included developing a formal audit compliance timeline, establishing weekly coordination protocols with our external auditors, and ensuring clear task ownership across departments. I also initiated and finalized a contract amendment with CBIZ to include full ACFR and CRA statement preparation in future years—aligning scope, staffing, and expectations.

Even while short-staffed, our team worked late hours to reconcile accounts, correct journal entries, and deliver every outstanding item requested by the auditors. We submitted a complete draft of the unaudited ACFR, responded to all open questions, and provided full backup documentation in accordance with State requirements. The audit firm has confirmed they now have what they need, and we're on track to issue the final ACFR by September 22, 2025.

Our goal now is to move forward with a stronger foundation—one that reflects the lessons of this year and ensures we don't repeat this cycle again. The work has not been easy, but the progress is real.

DRAFT

Annual Comprehensive Financial Reports -

CITY OF NORTH MIAMI BEACH, FLORIDA

FOR FISCAL YEAR ENDED SEPTEMBER 30, 2024

ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE
CITY OF NORTH MIAMI BEACH, FLORIDA
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024

Prepared by the Finance Department

Seth Ben-Shoshan, Interim Finance Director
Patrick Williams, ACCA, MBA, Chief Accountant
Lynnetta Jackson, PMP, Grants & Special Projects Manager
Marc Maxy, Senior Accountant
Denise Estivene, Staff Accountant

CITY OF NORTH MIAMI BEACH, FLORIDA

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I. INTRODUCTORY SECTION

City of North Miami Beach

August XX, 2025

To the Citizens, Mayor, and City Commission of the City of North Miami Beach:

We are pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of North Miami Beach, Florida, for the fiscal year ending September 30, 2024. The ACFR is issued pursuant to Florida Statute 218.39(1) which requires municipalities meeting certain criteria to have an annual financial audit of its accounts and records by an independent certified public accountant in accordance with rules of the Auditor General within nine months of the close of each fiscal year.

This report consists of management's representations concerning the finances of the City of North Miami Beach. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of North Miami Beach's financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by CBIZ, Inc., a licensed certified public accounting firm. The goal of the independent audit is to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2024, were free of material misstatement. An independent audit involves examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. Based upon their audit, the independent auditors concluded that there was a reasonable basis for rendering an unmodified opinion that the City of North Miami Beach's financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The report of the independent certified public accountants is presented as the first component.

The ACFR is used to assist in making economic decisions, and to assist citizens in assessing accountability and transparency by:

- Assessing financial condition and results of operations
- Comparing actual financial results with legally adopted budgets, where appropriate
- Assisting in determining compliance with finance related laws, rules, and regulations; and
- Assisting in evaluating the efficiency and effectiveness of City operations.

This report includes all funds of the City as well as criteria for defining the financial reporting entity of the City as promulgated by the Governmental Accounting Standards Board (GASB). The GASB is the official standard setting body of the accounting principles generally accepted in the United States of America as it applies to local governmental units.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of North Miami Beach's MD&A can be found immediately following the report of the independent certified public accountants.

PROFILE OF THE CITY

The City of North Miami Beach was incorporated on October 4, 1926 and operates under a Commission - Manager form of government. The City Commission is comprised of the Mayor and six Commission members. Together they are responsible for enacting ordinances, resolutions and regulations governing the City as well as appointing the members of various advisory boards, the City Manager, City Attorney and City Clerk. As Chief Administrative Officer, the City Manager is responsible for the enforcement of laws and ordinances; appointing and supervising the department directors of the City; submitting the proposed annual budget; advising Commission as to the financial condition of the City; and overseeing the day-to-day operations of the City.

The City of North Miami Beach is a first-tier suburb covering an area of five and one-third square miles located in northeastern Miami-Dade County, which is in the southeast part of Florida. The City is strategically located midway between Fort Lauderdale and Miami. 163rd Street is the most heavily traveled east to west corridor in Miami-Dade County as it is the gateway to both the Oleta River State Park and the beaches, and the Golden Glades Interchange: the convergence of five major roadways serving eastern and southern Florida, including Florida's Turnpike, the Palmetto Expressway (State Road 826), and Interstate 95 (I-95). 163rd Street also intersects with Biscayne Boulevard and U.S. Route 1 (US1). In the immediate vicinity of the City are two large higher education campuses: Florida International University's (FIU) Biscayne Bay Campus and Nova Southeastern University's Fischler Graduate School.

The City of North Miami Beach provides a full range of municipal services for its citizens. These include public safety (fire protection is provided by Miami-Dade County), water, sewer, and stormwater utilities, public works, parks and recreation facilities, public library, code compliance, planning and zoning, economic development, and general and administrative services. A franchise contractor provides the City's sanitation services.

The **North Miami Beach Community Redevelopment Agency (the CRA)** was created by the Mayor and City Commission on December 21, 2004, by adoption of Resolution R2004-86 accepting a delegation of powers from the Miami-Dade Board of County Commissioners and declaring the Mayor and City Commission to be the Agency in accordance with Section 163.357 of the Florida Statutes under the Community Redevelopment Act of 1969, enacted by the Florida Legislature. Miami-Dade County retains the final authority to approve the annual CRA budget, redevelopment plan and amendments, and the issuance of long-term debt. The City Commission serves as the CRA's Board of Directors, the Mayor serves as Chairman, and Adam Old, from Florida Strategic Partners, a consulting company, serves in the capacity of Executive Director. The purpose of the CRA is the elimination and prevention of blight conditions within the designated community redevelopment area. The CRA is a special revenue fund of the City of North Miami Beach and, therefore, has been included as a blended component unit and integral part of the attached financial statements. Additional information on this component unit can be found in the notes to the financial statements.

The annual budget serves as the foundation for the City of North Miami Beach's financial planning and control. All departments of the City submit requests for appropriation to the City Manager and these requests are the starting point for developing a proposed budget. The City Manager, thereafter, proposes a budget to the Commission for review. The Commission is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30th, the close of the City's fiscal year. The appropriated budget is prepared by fund and department (e.g., Police). No department may legally expend more than amounts appropriated for that department within an individual fund. The City Manager may make transfers of appropriations within a department and to a department from the contingency account. The City Commission approves supplemental appropriations; however, the City Manager is granted authority to amend, modify, or otherwise adjust the annual budget to a maximum limit of $50,000 per individual occurrence. Budget-to-actual comparisons are provided in this report for the general fund and for each non-major governmental fund for which an appropriate annual budget has been adopted. For the General Fund and CRA, this comparison is presented as part of the required supplementary information.

FACTORS AFFECTING FINANCIAL CONDITION

Local economy. The information presented in the financial statement is perhaps best understood when it is considered from the broader perspective of the environment within which the City of North Miami Beach operates. From a global perspective, the Congressional Budget Office (CBO) projects much weaker growth of real GDP (gross domestic product) The financial conditions of North Miami Beach have demonstrated robust resilience and growth over recent years. The city has maintained its revenue streams and invested in community development and infrastructure improvements. Property tax revenues are beginning to level off, along with property values, however the city is experiencing increased real estate development. Additionally, strategic initiatives to enhance public services and attract businesses have strengthened the city's economic base, ensured a stable financial outlook and fostering long-term economic growth.

Comparing the state of Florida's GDP since the pandemic to current times reveals a significant recovery and growth trajectory that is beginning to level off. During the pandemic, Florida's economy faced severe disruptions, with declines in tourism, hospitality, and consumer spending. However, the state has bounced back strongly, with its GDP not only recovering to pre- pandemic levels but also surpassing them. Key sectors such as tourism, real estate, and technology have been pivotal in driving this recovery.

Over the past four years, North Miami Beach has experienced sustained growth in total property values, reflecting the city's attractiveness and development initiatives. This growth in property values has bolstered property tax revenues, providing a reliable financial foundation for the city. In terms of long-term financial planning, North Miami Beach has emphasized prudent fiscal management, including the strategic use of unassigned fund balances to maintain financial flexibility. Discretionary spending has been managed carefully to support essential services, infrastructure projects, and community programs, ensuring a balanced budget and the ability to address unforeseen challenges. This approach has positioned North Miami Beach for continued economic stability and growth.

LONG-TERM FINANCIAL PLANNING

In a significant financial move during fiscal year 2024, the North Miami Beach City Council officially amended its minimum fund balance policy for the General Fund. This new policy is a critical step towards strengthening the City's financial resilience and ensuring its long-term stability.

The core of this policy is a clear mandate: the unassigned fund balance within the General Fund, at the conclusion of each fiscal year, must be maintained at a level equal to at least 20% of the previous year's budgeted operating expenditure. This 20% target acts as a crucial financial safety net, providing the City with readily available resources to navigate unforeseen emergencies, cover unexpected expenses, or bridge temporary revenue shortfalls without disrupting essential public services. It also demonstrates fiscal prudence to bond rating agencies and potential investors, which can lead to better interest rates on borrowing for capital projects.

It's important to note that this mandated 20% reserve is explicitly designed to be in addition to all other existing reserves or designations of fund balance. This means the City's other earmarked funds—such as those set aside for specific capital projects, debt service, or long-term liabilities—remain untouched. The unassigned fund balance serves as a distinct, flexible reserve for general operational needs.

At the close of fiscal year 2024, the City's financial reports indicate that the total unassigned fund balance in the General Fund reached approximately $34,443,929, which represents roughly 43.11% of the General Fund budget. This figure provides a snapshot of the City's adherence to its new policy in its inaugural year and reflects its commitment to sound financial management.

The City of North Miami Beach is actively pursuing and leveraging diverse grant and other funding opportunities to significantly enhance its core infrastructure. These crucial investments aim to improve the quality of life for residents and foster sustainable growth across the community.

A primary focus for these funding efforts is comprehensive roadway projects, ensuring smoother commutes, improved safety, and better connectivity throughout the city. This includes everything from repaving existing streets to constructing new pathways.

Beyond transportation, the City is committed to upgrading vital water and sewer projects. Modernizing these systems is essential for public health, environmental protection, and ensuring reliable access to clean water and efficient wastewater management for all residents.

Furthermore, these funding initiatives support the expansion and maintenance of sidewalks, promoting walkability, pedestrian safety, and encouraging a more active lifestyle within neighborhoods.

Finally, a significant portion of the secured funding is dedicated to impactful improvements to city parks and recreational programs. These enhancements will provide residents of all ages with access to updated facilities, green spaces, and engaging activities, fostering community well-being and recreational opportunities.

The proactive approach in securing external funding, particularly through grants, is vital because it allows the City to undertake projects that might otherwise be financially challenging with only local tax revenues. Grants, typically provided by federal, state, and private organizations, are a competitive but non-repayable source of capital that can bridge funding gaps and enable larger, more transformative projects.

As the City moves forward into fiscal year 2024, this continued dedication to acquiring outside resources will be instrumental in turning ambitious infrastructure plans into tangible realities, directly benefiting every resident.

Relevant Financial Policies

Fund Balance Policy

The city's fund balance policy, in accordance with GASB Statement No. 54, classifies fund balances into non-spendable, restricted, committed, assigned, and unassigned categories. The policy requires a minimum unassigned general fund balance of at least 20% of budgeted revenues. The city's commitment to consistently adding to fund reserves was upheld in the previous year, contributing to financial stability and flexibility.

Investment Policy

North Miami Beach administers a comprehensive cash management and investment program, aiming to maximize available cash for daily requirements while achieving the highest possible yields. This is done in compliance with Florida statutes and the city's investment policy, ensuring capital protection and optimal returns.

Millage Rate Policy

Adopted in fiscal year 2018, the millage rate policy sets parameters for adjusting the operating millage rate during the annual budget process. The policy ensures compliance with the Fund Balance Policy, providing rate stability and options for managing excess unassigned fund balance in the General Fund.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded North Miami Beach a Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024. This marks the thirty-third consecutive year the city has received this award, reflecting its commitment to transparency, accuracy, and excellence in financial reporting. The city's finance staff, along with auditors Caballero Fierman Llerena + Garcia, LLP, played a crucial role in achieving this recognition. The City Commission's guidance and support have been instrumental in maintaining responsible and progressive financial management. The city is confident that its current ACFR meets the GFOA's standards and is being submitted for another certificate.

Respectfully submitted,

Andrew Plotkin, Interim City Manager

Seth Ben-Shoshan, Interim Finance Director

CITY OF NORTH MIAMI BEACH, FLORIDA
CITY OFFICIALS
SEPTEMBER 30, 2024

MAYOR

Evan S. Piper

CITY COMMISSION

Jay R. Chernoff	Daniela Jean
Fotuna Smukler	McKenzie Fleurimond
Phyllis Smith	Michael Joseph

CITY MANAGER

Mario A. Diaz

CITY ATTORNEY

Joseph Gellar, Greenspoon Mardar PA

CITY CLERK

Andrise Bernard, CMC

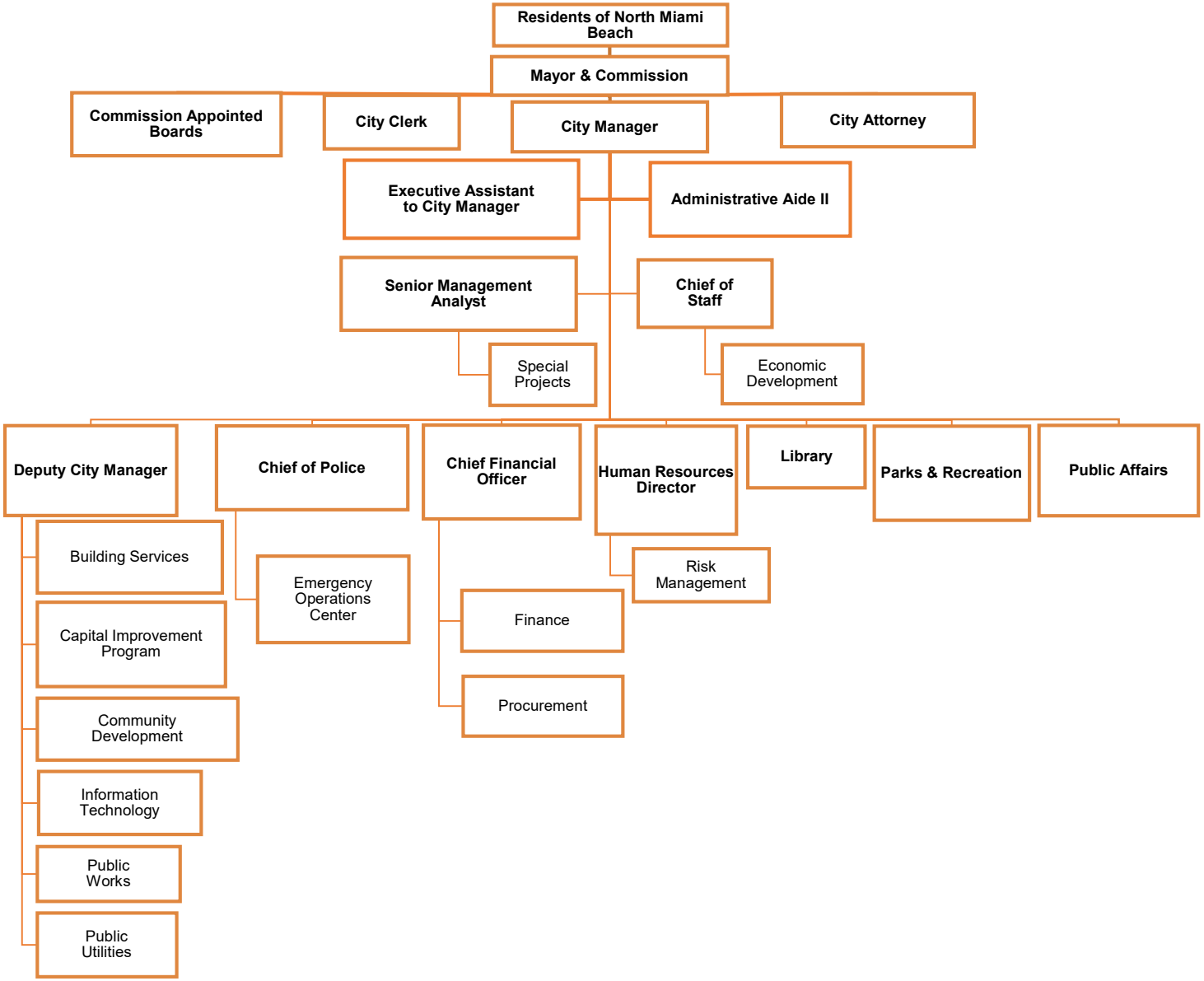
INTERIM FINANCE DIRECTOR

Sophia Taylor

INDEPENDENT AUDITORS

CBIZ, Inc.

CITY OF NORTH MIAMI BEACH, FLORIDA
ORGANIZATIONAL CHART
September 30, 2024



II. FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

As management of the City of North Miami Beach, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2024. Readers are encouraged to consider the information presented here in conjunction with additional information that is furnished in the letter of transmittal, which can be found on pages 1 to 5 of this report.

Financial highlights

Total net position of the City of North Miami Beach increased by $13.6 million or 5.9% more than the prior fiscal year net position to $243.1 million. The increase noted was primarily attributed to the result of the current year's operations as discussed in more details below.

Total deferred outflows of resources decreased by $13.5 million or 32.5%. Deferred outflows of resources, as it relates to the pension plans, are a function of various factors, inclusive of investment income, plan experience and changes in assumptions between fiscal years as determined through the actuarial valuation. Refer to Note 11 for additional information.

Total liabilities increased by $11.8 million or 4.2% more than the prior fiscal year total liabilities to $290.3 million. The increase noted was primarily attributed to settle the Miami Gardens v. North Miami Beach lawsuit in the amount of $9 million in the current fiscal year with amounts payable in fiscal years 2025 and 2026. Refer to Note 9 for additional information.

Total Deferred inflows of resources increased by $2.2 million or 47.8%. Deferred inflows of resources, as it relates to the pension plans, are a function of various factors, inclusive of investment income, plan experience and changes in assumptions between fiscal years as determined through the actuarial valuation. Refer to Note 11 for additional information.

Overview of the financial statements

This annual report follows a format consisting of four parts – Management's Discussion and Analysis (this section), the Basic Financial Statements, Required Supplementary Information, and an additional section that presents combining statements for non-major governmental funds, non-major enterprise funds, internal service funds and fiduciary funds. The basic financial statements include two types of statements that present different views of the City.

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements.
- The governmental fund statements show how general government services such as public safety, and parks and recreation were financed in the short-term, as well as what remains for future spending.
- Proprietary fund statements offer short and long-term financial information about the activities the government operates like businesses, such as the water and sewer utility.
- Fiduciary fund statements provide information about the financial relationships – such as the retirement plans for the City's employees, in which the city acts solely as trustee or agent for the benefit of others to whom the resources in question belong.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of Required Supplementary Information that further explains and supports the information in the financial statements. These financial statements are prepared in accordance with accounting principles generally accepted in the United States of America promulgated by the Governmental Accounting Standards Board (GASB).

Government-wide financial statements:

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a similar manner to a private-sector business.

The statement of net position presents information on all the City's assets plus deferred outflows of resources, and liabilities plus deferred inflows of resources with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the city include public safety, public services, parks and recreation services, code compliance, planning and zoning, economic development, and general and administrative services. The business-type activities of the city include water, sewer, and stormwater operations, sanitation services and building permitting.

The government-wide financial statements include not only the City of North Miami Beach (known as the primary government), but also a legally separate community redevelopment agency for which the City is financially accountable. This component unit functions for all practicable purposes as a department and special revenue fund of the City and has been included as an integral part of the primary government.

Fund financial statements:

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds:

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The City maintains several individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, which is a major fund. Data from the other governmental funds is combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report.

The basic governmental fund financial statements can be found on pages 33-36 of this report.

Overview of the financial statements (continued)

Proprietary funds:

Proprietary funds are used when fees are charged to customers for the use of specific goods or services. The proprietary fund statements provide the same type of information as the government-wide financial statements, only in more detail. The City maintains two different types of proprietary funds:

Enterprise funds provide separate information for the water and wastewater operations and solid waste services, which are major funds of the City. Data from the other enterprise funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major funds is provided in the form of *combining statements* elsewhere in this report.

Internal service funds are used to accumulate and allocate costs for goods and services provided internally among the City's various funds and functions. Any net increase or deficiency in net position in the internal service fund is allocated back to the participating funds.

The basic proprietary fund financial statements can be found on pages 37-39 of this report.

Fiduciary funds:

Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. Fiduciary funds are accounted for in a manner like proprietary funds.

The basic fiduciary fund financial statements can be found on pages 40-41 of this report.

Notes to the financial statements:

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. Note 15 includes information regarding the Community Redevelopment Agency.

The notes to the basic financial statements can be found on pages 42-81 of this report.

Other information:

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI). The City adopts an annual appropriated budget for its General Fund and Community Redevelopment Agency. A budgetary comparison schedule has been provided for these funds to demonstrate compliance with this budget. Additional RSI displays the City's changes in net pension and OPEB liabilities and employer contributions to the various plans.

Required supplementary information can be found on pages 82-94 of this report.

The combining statements referred to earlier in connection with non-major funds are presented immediately following the required supplementary information. Budgetary comparison schedules are included for non-major governmental funds that legally adopt budgets.

Combining statements and budgetary schedules can be found on pages 95-114 of this report.

Government-Wide Financial Analysis

Net investment in capital assets - The largest portion of the City's net position (76.2%) reflects its investment in capital assets (e.g., land, buildings, and equipment) less any outstanding debt used to acquire those assets. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources to repay this debt must be provided from other sources, since capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position - Some of the City's net position (17.4%) is subject to external restrictions on how it may be used. These resources have been set aside for capital projects, debt service payments, and other contractual obligations.

Unrestricted net position - On September 30, 2024, the City's governmental activities reported a negative balance in the unrestricted category primarily due to the Net pension liability for the City's General Employees and Police Officers and Firefighters Pension Plans. The city reports positive balances in the remaining categories of net position for its Governmental activities and Business-type activities.

Government-Wide Financial Analysis (continued)

The following chart provides a condensed statement of government-wide net position with comparative balances between the current and last fiscal year as restated (in millions).

Statement of Net Position

	2024			2023 (Restated)		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Assets and Deferred Outflows of Resources						
Cash and investments	$ 85.7	$ 113.6	$ 199.3	$ 70.7	$ 118.6	$ 189.3
Other assets	10.8	7.0	17.8	9.4	6.8	16.2
Capital assets, net	86.1	208.9	295.0	80.1	185.5	265.6
Total assets	$ 182.6	$ 329.5	$ 512.1	$ 160.2	$ 310.9	$ 471.1
Deferred outflows of resources	$ 23.8	$ 4.2	$ 28.0	$ 34.1	$ 7.4	$ 41.5
Liabilities and Deferred Inflows of Resources						
Long-term liabilities	$ 116.6	$ 123.1	$ 239.7	$ 111.9	$ 129.0	$ 240.9
Other liabilities	26.1	24.4	50.5	19.2	18.4	37.6
Total liabilities	$ 142.7	$ 147.5	$ 290.2	$ 131.1	$ 147.4	$ 278.5
Deferred inflows of resources	$ 4.9	$ 1.9	$ 6.8	$ 3.4	$ 1.2	$ 4.6
Net Position						
Net investment in capital assets	$ 75.3	$ 110.1	$ 185.4	$ 70.2	$ 129.6	$ 199.8
Restricted	14.1	28.5	42.6	12.4	25.0	37.4
Unrestricted	(30.6)	45.7	15.1	(22.8)	15.1	(7.7)
Total net position	$ 58.8	$ 184.3	$ 243.1	$ 59.8	$ 169.7	$ 229.5

Government-Wide Financial Analysis (continued)

The following table provides a summary comparison of the government-wide statement of changes in net position between the current and last fiscal year as restated (in millions).

Statement of Changes in Net Position

	2024			2023 (Restated)		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Revenues:						
Program Revenues:						
Charges for Services	$ 6.0	$ 66.1	$ 72.1	$ 5.7	$ 64.6	$ 70.3
Operating grants & contributions	5.6	-	5.6	3.5	-	3.5
Capital grants & contributions	2.9	-	2.9	3.0	-	3.0
General Revenues:						
Property taxes	32.0	-	32.0	27.7	-	27.7
Other taxes	26.3	3.4	29.7	25.8	2.0	27.8
Intergovernmental	3.2	-	3.2	3.3	-	3.3
Investment income	5.2	4.8	10.0	1.6	4.6	6.2
Other miscellaneous	0.2	1.2	1.4	0.2	1.0	1.2
Total revenues	81.4	75.5	156.9	70.8	72.2	143.0
Expenses:						
General government	36.5	-	36.5	22.1	-	22.1
Public safety	36.1	-	36.1	26.6	-	26.6
Parks and Recreation	6.8	-	6.8	5.8	-	5.8
Public services	8.8	-	8.8	8.8	-	8.8
Library	1.9	-	1.9	1.6	-	1.6
Interest on long-term debt	0.2	-	0.2	0.3	-	0.3
Water	-	30.7	30.7	-	36.6	36.6
Sewer	-	10.8	10.8	-	10.1	10.1
Solid Waste	-	5.7	5.7	-	3.1	3.1
Stormwater	-	2.4	2.4	-	0.9	0.9
Building permits	-	3.4	3.4	-	2.8	2.8
Total Expenses	90.3	53.0	143.3	65.2	53.5	118.7
Increase (decrease) in net position before transfers	(8.9)	22.5	13.6	5.6	18.7	24.3
Transfers	7.9	(7.9)	-	7.1	(7.1)	-
Change in net position	(1.0)	14.6	13.6	12.7	11.6	24.3
Net position - beginning	59.8	169.7	229.5	47.1	158.1	205.2
Net position - ending	$ 58.8	$ 184.3	$ 243.1	$ 59.8	$ 169.7	$ 229.5

Governmental activities

Total governmental activities revenue increased by approximately $10.6 million, or 15.0%, in fiscal year 2024. Property taxes in fiscal year 2024 showed a net increase of approximately $4.3 million mainly due to growth in billable assessed value. Operating grants and contributions increased by $2.1 million which is primarily attributed to the American Rescue Plan Act (ARPA) federal grant revenues. Investment income increased by $3.6 million as a result of an increase in interest rates.

Total governmental activities expenses increased by $25.1 million, or 38.5%, in fiscal year 2024. The increase is primarily due to the settlement of the Miami Gardens v. North Miami Beach lawsuit of $9.0 million, increased self-insurance claims of $1.0 million, and increased pension expenses of $12 million, as well as other general cost increases to provide services.

Government-Wide Financial Analysis (continued)

Business-type activities

Total business-type activities revenues increased by $3.3 million, or 4.6%, in fiscal year 2024. $1.5 million is attributed to a net increase in services charge rates for the water utility fund. $1.4 million increase in other taxes is attributed to increased collection of impact fees.

Total business-type activities expenses decreased by $0.5 million, or 0.9%, in fiscal year 2024. The minimal decrease in expenses can be attributed to a net decrease in pension and other postemployment expenses by $3.9 million. The decrease in pension and opeb expenses was offset by an increase of $1.0 million in salaries and $2.6 million in increased operating expenses.

Financial Analysis of the City's Funds

The City of North Miami Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the fund financial statements is on major funds, rather than fund types. Traditional users of the fund financial statements will find the fund financial statements presentation more familiar.

Governmental funds: The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. The Governmental Funds presentation is designed to show the sources and uses of liquid resources. This is the way the budget is typically developed. Such information is useful in assessing the City's financing requirements. Unassigned *fund balance* may serve as a useful measure of the City's current financial resources available for discretionary spending.

As of the end of the current fiscal year, the City's *governmental funds* reported combined ending fund balances nonspendable, restricted, committed, assigned, and unassigned) of $75.3 million, an increase of $16.8 million more than the prior year. Approximately 0.3% of the fund balance of the governmental funds was in nonspendable form. In other words, the assets are not cash and will not be converted into cash. This classification includes items such as prepaid costs and inventory. The use of 30.4% of fund balance is restricted by third parties such as grantors, creditors, or other governmental entities for specific types of expenditures and for mitigation of the effect of development on parks and public safety. The City Commission through ordinance or resolution has committed 4.28% of the fund balance to be used for the specific purposes of alley restoration and disaster recovery. The City Manager has assigned approximately 19.2% of the fund balance to be used for capital projects and equipment, land acquisition, liability and workers' compensation claims and expenditures for the next fiscal year. *Unassigned fund balance* is the portion of fund balance that is available for spending at the City's discretion 45.76% of fund balance ($34.44 million) constitutes unassigned fund balance.

The General Fund is the chief operating fund of the City. All revenues and other receipts and expenditures, fixed charges and capital improvement costs that are not required by law or contractual agreement to be accounted for in another fund are accounted for in this fund. At the end of the current fiscal year, the fund balance in the General Fund is $54.3 million. The unassigned fund balance of $34.4 million constitutes 63.48% of total general fund balance which represents an increase of $6.1 million or 21.5% above the prior year.

The Unassigned Fund balance increased by $6.1 million in comparison to the prior year. The difference is a mainly attributed to a net increase in fund balance of $5.7 million.

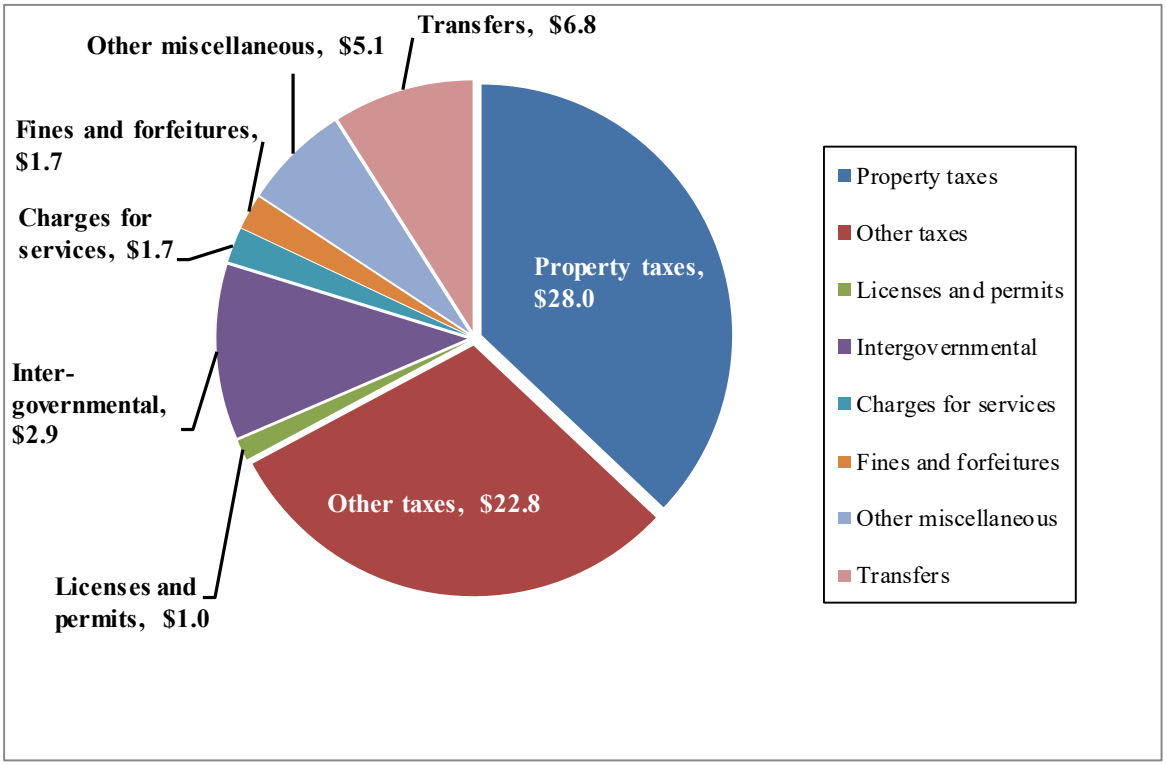
Total General Fund revenues increased $9.0 million or 13.5% above last fiscal year due to higher receipts for Ad valorem revenue and investment income. The following graphics display (in millions) the classifications of revenues relative to the total fiscal year 2023 General Fund revenues and relative to the fiscal year 2024 General Fund revenues.

The CRA is a blended component unit. Its fund balance increased by $1.9 million which is attributed to an increase in TIF revenue and a decrease in debt service expenditures.

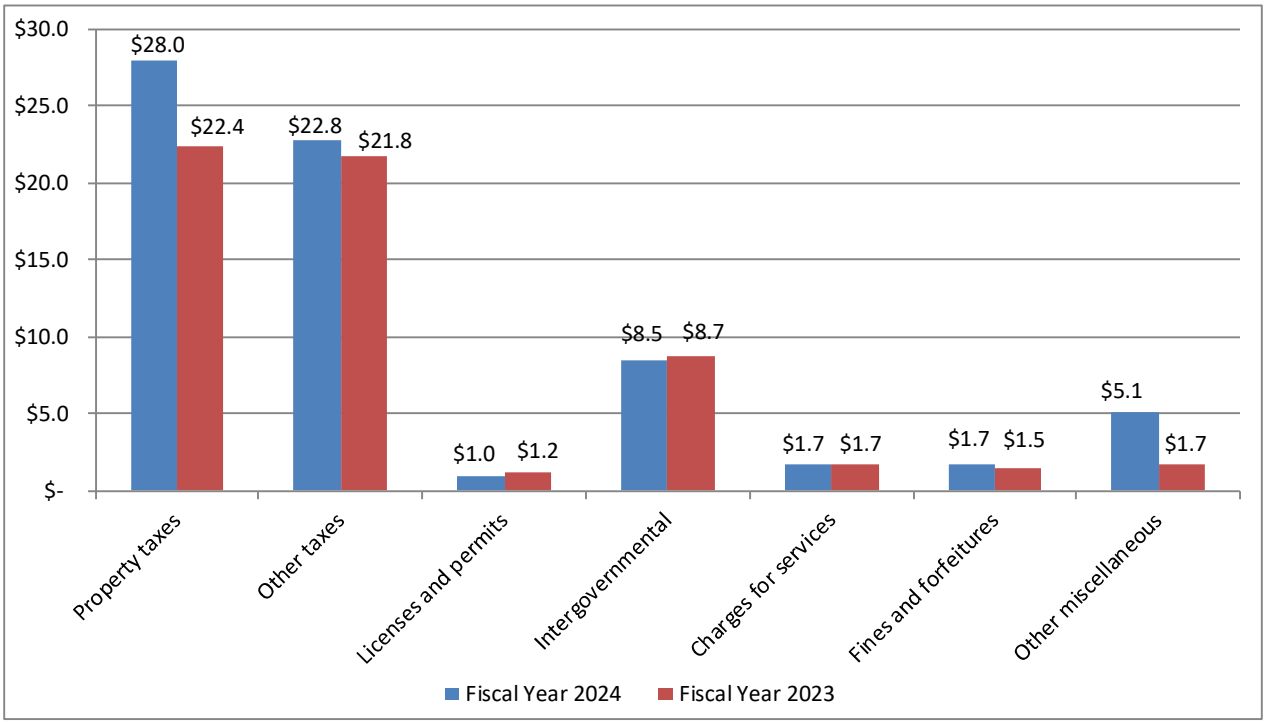
Financial Analysis of the City's Funds (continued)

Governmental funds: (continued)

General Fund Revenues by Source (in millions)



Current Year vs. Prior Year General Fund Revenues (in millions)

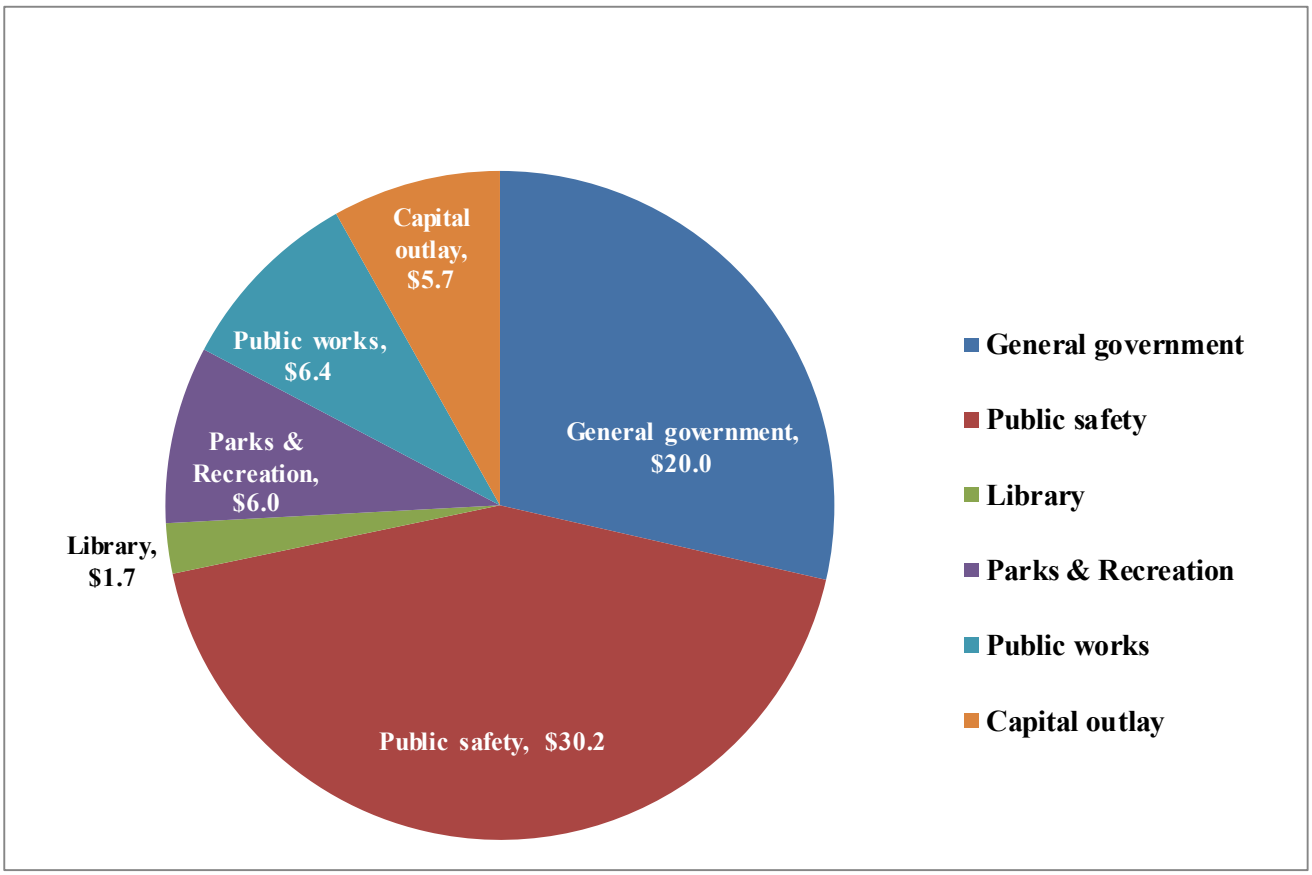


Financial Analysis of the City's Funds (continued)

Governmental funds: (continued)

Total General Fund expenditures increased by $7.5 million or 11.9% as compared to the prior year. The following graphic displays (in millions) the classifications of expenditures relative to the total fiscal year 2024 general fund expenditures.

General Fund Expenditures (in millions)



Proprietary funds:

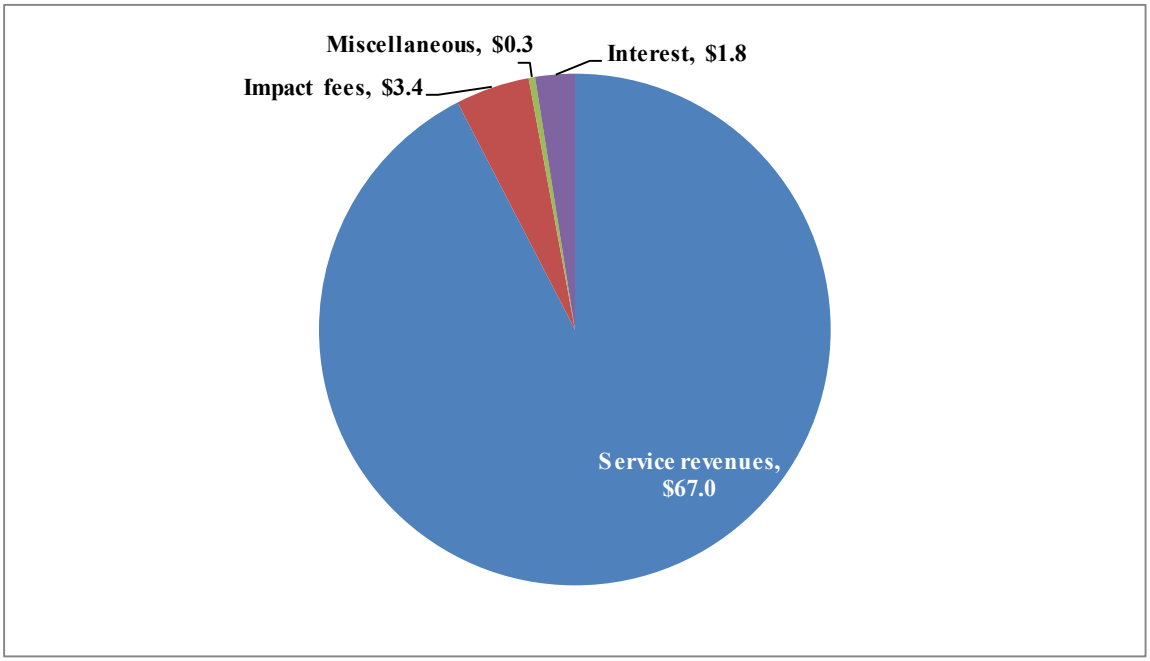
The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Proprietary funds account for services that are generally supported by user fees charged to customers. Proprietary funds are presented on a total economic resource basis. Proprietary fund statements, like government-wide statements, provide both short- and long-term financial information.

The following graphics display (in millions) the sources of proprietary fund revenues relative to the total fiscal year 2024 proprietary fund revenue and a comparison between operating revenues and expenses of each proprietary fund for the current fiscal year.

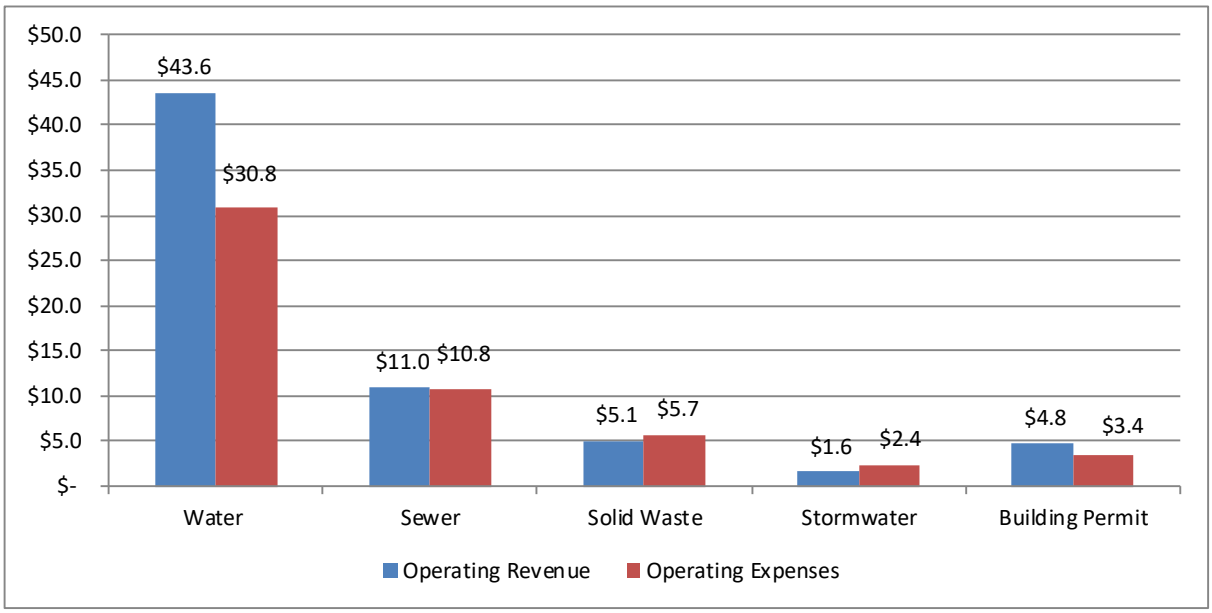
Financial Analysis of the City's Funds (continued)

Proprietary funds: (continued)

Proprietary Fund Revenues by Source (in millions)



Proprietary Fund Operating Revenues and Expenses (in millions)



Water Utility Fund operating revenues increased by $2.0 million during the fiscal year due mainly to increased rates for customers outside city limits. The Sewer Utility Fund operating revenues remained stable with prior fiscal year amounts.

Water Utility Fund operating costs decreased by $5.8 million during the fiscal year due mainly to a net decrease in postretirement expenses. Sewer Utility Fund operating costs increased by $0.8 million due to increase rates for sewage disposal.

General Fund Budgetary Highlights

A budgetary comparison schedule for the General Fund is part of the required supplementary information and can be found on pages 82-83 of this report.

Differences between the *original budget* and the *final amended budget expenditures* amounted to an increase of approximately $12.9 million during the current fiscal year. $5.2 million was in carryover from last year's unspent appropriation for capital projects, $0.3 million for legal services, $2.0 million for salaries, and $5.5 million in capital projects.

The differences in the *actual* revenues and expenditures as compared to the *final amended budget* are summarized as follows:

- Utility taxes, Communications service taxes, and Franchise fees were higher than the final budget. These are a function of current consumer spending patterns which were significantly higher than we had conservatively budgeted.

- All expenditures exhibited positive variances except debt service expenditures and law enforcement capital outlays. The negative variance is attributed to the adoption of GASBS 87, *Leases*, and 96, *Subscriptions-Based Information Technology Arrangements* (SBITAs).

- The positive variance in Capital Outlay is primarily due to the timing of expenditure relating to projects. A significant portion of this amount has been appropriated for next year's budget.

Capital Assets and Debt Administration

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2024, amounts to $185.4 million (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements other than buildings, and machinery and equipment, leases, and subscription arrangements. The City's investment in capital assets for the current fiscal year increased by $14.4 million or 7.2%.

A significant amount of construction projects was in progress during the fiscal year in both the business-type and governmental activities resulting in an increase in the construction in progress, machinery and equipment, leases, as well as an increase in overall assets. All other categories, except for land, which does not depreciate, have declined due to depreciation.

The following chart provides a condensed schedule of government-wide capital assets with comparative balances between the current and last fiscal year.

Capital Assets, net of accumulated depreciation (in millions)

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	$ 6.3	$ 6.3	$ 5.9	$ 5.9	$ 12.2	$ 12.2
Buildings and plant	0.8	0.8	100.8	104.8	101.6	105.6
Improvements other than buildings	11.5	8.7	-	-	11.5	8.7
Furniture, fixtures, machinery and equipment	12.4	5.2	3.8	3.1	16.2	8.3
Infrastructure	5.4	13.1	-	-	5.4	13.1
Subscription assets	1.0	1.2	-	-	1.0	1.2
Lease assets	1.7	-	0.5	0.7	2.2	0.7
Construction in progress	47.0	44.8	97.9	71.0	144.9	115.8
Total capital assets	$ 86.1	$ 80.1	$ 208.9	$ 185.5	$ 295.0	$ 265.6

Additional information on the City's capital assets can be found in Note 8 of this report.

Capital Assets and Debt Administration (continued)

Long-term Debt

Fitch Ratings upgraded the bond rating to "AA-" with a stable outlook during 2016. S&P and Fitch affirmed the City's ratings in January 2020. On October 15, 2021, after the close of the fiscal year, the city received Fitch Ratings Services rating to 'A+ 'from 'AA- with an outlook to negative. The downgraded of the bond rating reflects unexpected weakening in fiscal year 2020 as revenues were impacted by the pandemic and related moratoriums and the city taking control back from the private management company. On September 28, 2023, Fitch Ratings affirmed the City of North Miami Beach (the city) obligations at an A+ rating for the following:

- Approximately $63.4 million water utility system revenue and refunding bonds.

- $44.2 million Water Infrastructure Finance and Innovation Act (WIFIA) loan.

In addition, Fitch has assessed the standalone credit profile (SCP) at 'A+'. The SCP represents the credit profile of the system on a stand-alone basis irrespective of its relationship with, and the credit quality of, the City of North Miami Beach. The Rating Outlook is revised to stable from Negative Outlook.

At the end of the current fiscal year, the City had total debt outstanding, net of bond premiums of $110.7 million, revenue bonds of $87.5 million, and State Revolving loans outstanding of $14.1 million. Of this amount, $7.3 million was approved by referendum of the City's voters. The remaining $101.6 million of the bonds, notes and loans has been secured by specified revenue sources of the water and sewer utility operating income.

The following chart provides information on the City's outstanding long-term debt with comparative balances between the current and last fiscal year.

Denominated Long-Term Debt Outstanding (in millions)

	Governmental activities		Business-type activities		Total	
	2024	2023	2024	2023	2024	2023
General obligation note	$ 7.3	$ 9.0	$ -	$ -	$ 7.3	$ 9.0
Special obligation bond	9.1	-	-	-	9.1	-
Revenue bonds	-	-	87.5	83.0	87.5	83.0
Notes payable	-	-	8.5	9.1	8.5	9.1
State Revolving Loans	-	-	14.1	15.3	14.1	15.3
Leases	1.7	-	0.5	0.7	2.2	0.7
Subscriptions	0.9	1.0	0.1	-	1.0	1.0
Total	$ 19.0	$ 10.0	$ 110.7	$ 108.1	$ 129.7	$ 118.1

This chart indicates that the city continues to make steady progress in paying down its debt obligations. Additional information on the City's long-term debt can be found in Note 9 of this report.

Economic Factors and Next Year's Budgets and Rates

The City's property tax is levied every October 1st, on the assessed value listed as of the prior January 1, for all real and personal property located in the City. Property taxes are based on a millage rate (one mil is the equivalent of $1 per $1,000 of assessed value or 0.001), which is applied to the total taxable value of all real property and certain tangible personal property. The Miami-Dade County Property Appraiser establishes assessed values and delivers the Certified Taxable Value of each property to the City on or before July 1st of each year. The gross taxable value on January 1, 2023, upon which the 2023-2024 levy was based, is approximately $4.75 billion.

Depending upon policies established by the City Commission, revenue from Ad Valorem taxes may be used to fund both operating costs and capital projects. The City is permitted by state law to levy taxes up to 10 mils of assessed valuation for the General Fund. State constitutional provisions exist for raising the millage rate above the 10-mil cap by local referendum and for debt service or provision of municipal-type services within the City. The adopted operating millage rate for Fiscal Year 2024 is 6.1000 per $1,000 of taxable value. The adopted debt service millage rate is 0.4111 per $1,000 of taxable value which is a reduction of 0.0632 from Fiscal Year 2023 debt service millage rate of 0.4743.

Economic Factors and Next Year's Budgets and Rates (continued)

The City was allocated a total of $10.78 million from the American Rescue Plan Act (ARPA) and in September 2021, the City Commission approved staff's ARPA allocation, which laid out the proposed major expenditure categories of the projected ARPA funding. The first distribution of the proceeds in the amount of $10.78 million was received in October 2021 and the second half in the amount of $10.78 was received in September 2022 and allocated in FY2023. As of the end of the fiscal year, the entire $21.56 million of ARPA funds have been allocated, and will be used towards economic stabilization, infrastructure and various other programs approved by the City Commission.

Requests for Information

This financial report is designed to provide a general overview of the City of North Miami Beach's finances for all those with an interest in the City's finances and to demonstrate the City's accountability. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Seth Ben-Shoshan
Finance Department
City of North Miami Beach

17011 NE 19th Avenue
North Miami Beach, Florida 33162

BASIC FINANCIAL STATEMENTS

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets			
Pooled cash and investments	$ 73,639,015	$ 84,174,969	$ 157,813,984
Receivables	6,380,056	6,834,338	13,214,394
Internal balances	2,416,417	(2,416,417)	-
Prepaid costs	548,050	108,521	656,571
Inventory	143,777	1,790,850	1,934,627
Other assets	10,016	-	10,016
Restricted pooled cash and investments	12,029,607	29,387,877	41,417,484
Total current assets	95,166,938	119,880,138	215,047,076
Non-current assets			
Loan receivable	-	199,579	199,579
Lease receivable	559,018	311,557	870,575
Net pension asset	745,322	177,334	922,656
Capital assets, non-depreciated	53,295,440	103,755,631	157,051,071
Capital assets, net of accumulated depreciation	32,850,795	105,162,461	138,013,256
Total non-current assets	87,450,575	209,606,562	297,057,137
Total assets	182,617,513	329,486,700	512,104,213
DEFERRED OUTFLOWS OF RESOURCES			
Pension	23,294,326	3,967,251	27,261,577
Other post-employment benefits (OPEB)	541,366	240,372	781,738
Total deferred outflows of resources	23,835,692	4,207,623	28,043,315
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	15,604,101	19,336,774	34,940,875
Customer/vendor deposits	917,747	5,135,188	6,052,935
Accrued interest payable	53,588	-	53,588
Unearned revenues	9,524,603	-	9,524,603
Noncurrent liabilities:			
Portion due within one year:			
Compensated absences	943,410	214,527	1,157,937
Leases	350,469	232,602	583,071
Subscriptions	399,665	64,033	463,698
Claims payable	1,203,000	-	1,203,000
Revenue bonds payable	985,000	4,740,159	5,725,159
Notes payable	-	1,315,422	1,315,422
Portion due in more than one year:			
Other post-employment benefits	743,184	329,980	1,073,164
Net pension liability	88,517,101	19,752,778	108,269,879
Compensated absences	2,830,233	643,580	3,473,813
Leases	1,388,585	250,730	1,639,315
Subscriptions	541,311	-	541,311
Claims payable	3,316,000	-	3,316,000
Revenue bonds payable	15,375,000	82,770,050	98,145,050
Notes payable	-	12,741,016	12,741,016
Total liabilities	142,692,997	147,526,839	290,219,836
DEFERRED INFLOWS OF RESOURCES			
Busines license tax	155,236	-	155,236
Pension	1,239,087	218,156	1,457,243
Other post-employment benefits (OPEB)	2,949,671	1,309,684	4,259,355
Leases	571,666	333,555	905,221
Total deferred inflows of resources	4,915,660	1,861,395	6,777,055
NET POSITION			
Net investment in capital assets	75,278,814	110,090,133	185,368,947
Restricted for:			
Community redevelopment	6,986,845	-	6,986,845
Debt service	199,345	-	199,345
Interlocal agreements	1,885,413	-	1,885,413
Special taxing district	166,388	-	166,388
Public safety	2,817,882	-	2,817,882
Impact fees	2,093,947	28,473,882	30,567,829
Unrestricted	(30,584,086)	45,742,074	15,157,988
Total net position	58,844,548	184,306,089	243,150,637

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net Revenue (Expense) and Changes in Net Position: Governmental Activities	Net Revenue (Expense) and Changes in Net Position: Business-Type Activities	Net Revenue (Expense) and Changes in Net Position: Total
Governmental activities							
General government	$ 36,494,777	$ 1,741,729	$ 9,060,924	$ -	$ (25,692,124)	$ -	$ (25,692,124)
Public safety	36,070,844	2,760,731	256,801	-	(33,053,312)	-	(33,053,312)
Parks & recreation	6,790,620	1,602,759	474,957	-	(4,712,904)	-	(4,712,904)
Public works	8,839,867	-	885,696	2,882,698	(5,071,473)	-	(5,071,473)
Library	1,932,481	3,446	26,478	-	(1,902,557)	-	(1,902,557)
Interest on long-term debt	152,459	-	-	-	(152,459)	-	(152,459)
Total governmental activities	$ 90,281,048	$ 6,108,665	$ 10,704,856	$ 2,882,698	$ (70,584,829)	$ -	$ (70,584,829)
Business-type activities							
Stormwater	2,351,192	1,593,549	-	-	-	(757,643)	(757,643)
Water	30,759,877	43,602,796	-	-	-	12,842,919	12,842,919
Sewer	10,756,205	11,009,970	-	-	-	253,765	253,765
Building permits	3,436,627	4,750,515	-	-	-	1,313,888	1,313,888
Solid waste	5,731,976	5,136,078	-	-	-	(595,898)	(595,898)
Total business-type activities	53,035,877	66,092,908	-	-	-	13,057,031	13,057,031
General revenues:							
Property taxes, levied for general purposes					25,020,699	-	25,020,699
Property taxes, levied for debt service purposes					1,857,369	-	1,857,369
Utility taxes					4,607,626	-	4,607,626
Communication service taxes					2,069,195	-	2,069,195
Franchise fees					4,791,164	-	4,791,164
Sales taxes					4,468,409	-	4,468,409
Intergovernmental (unrestricted)					3,198,162	-	3,198,162
Investment income (unrestricted)					5,157,536	4,768,677	9,926,213
User surcharges					10,403,974	3,438,557	13,842,531
Miscellaneous					195,094	1,207,155	1,402,249
Transfers					7,852,889	(7,852,889)	-
Total general revenues and transfers					69,622,117	1,561,500	71,183,617
Change in net position					(962,712)	14,618,531	13,655,819
Net position - beginning					60,034,284	170,377,344	230,411,628
Error correction (Note 16)					(227,024)	(689,786)	(916,810)
Net position - beginning as restated					59,807,260	169,687,558	229,494,818
Net position - ending					$ 58,844,548	$ 184,306,089	$ 243,150,637

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Major funds			
	General Fund	CRA Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Pooled cash and investments	$ 48,934,472	$ 7,117,612	15,346,077	$ 71,398,161
Accounts receivable	5,643,278	-	736,778	6,380,056
Due from other funds	2,676,570	-	182,014	2,858,584
Prepaid costs	94,423	8,958	6,111	109,492
Inventory	143,777	-	-	143,777
Lease receivable	559,018	-	-	559,018
Other Assets	10,016	-	-	10,016
Restricted pooled cash and investments	3,024,611	-	9,004,996	12,029,607
Total assets	$ 61,086,165	$ 7,126,570	$ 25,275,976	$ 93,488,711
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 4,995,112	$ 130,767	$ 1,204,419	$ 6,330,298
Vendor deposits	917,747	-	-	917,747
Due to other funds	182,014	-	260,153	442,167
Unearned revenue	4,500	-	9,520,103	9,524,603
Total liabilities	6,099,373	130,767	10,984,675	17,214,815
Deferred inflows of resources:				
Business tax receipts	155,236	-	-	155,236
Lease	571,666	-	-	571,666
Unavailable revenue	-	-	283,522	283,522
Total deferred inflows of resources	726,902	-	283,522	1,010,424
Fund balances:				
Nonspendable				
Inventory	143,777	-	-	143,777
Prepaid costs	94,423	8,958	6,111	109,492
Restricted				
Community redevelopment	-	6,986,845	-	6,986,845
Debt service	-	-	199,345	199,345
Impact fees	2,093,947	-	-	2,093,947
Interlocal agreements	-	-	1,601,891	1,601,891
Public safety	-	-	2,817,882	2,817,882
Special taxing districts	-	-	166,388	166,388
Claims and judgements	-	-	9,000,000	9,000,000
Committed				
Alley restoration	-	-	220,961	220,961
Disaster recovery	3,000,000	-	-	3,000,000
Assigned				
Capital projects and encumbrances	1,944,516	-	-	1,944,516
Liability claims	1,518,453	-	-	1,518,453
Workers' compensation claims	3,366,346	-	-	3,366,346
Subsequent year's budget	7,654,499	-	-	7,654,499
Unassigned	34,443,929	-	(4,799)	34,439,130
Total fund balances	54,259,890	6,995,803	14,007,779	75,263,472
Total liabilities and fund balances	$ 61,086,165	$ 7,126,570	$ 25,275,976	$ 93,488,711

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Fund balances - total governmental funds (see page 25)	$ 75,263,472
Amounts reported for governmental activities in the statement of net position are different as a result of:	
Capital assets, (excluding those reported in the internal service funds) used in governmental activities are not current financial resources and therefore are not reported in the funds	85,052,631
Long-term liabilities, (excluding those reported in the internal service funds) including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.	
Compensated absences	(3,601,034)
Leases	(1,637,701)
Subscriptions	(867,721)
Settlement	(9,000,000)
Revenue bonds payable	(16,360,000)
Claims payable	(4,519,000)
Accrued interest on long term debt	(53,588)
Net pension activity:	
Net pension liability	(86,812,660)
Net pension asset	745,322
Deferred outflows of resources	22,952,545
Deferred inflows of resources	(1,239,087)
Other Postemployment Benefits Obligation(OPEB) activity:	
OPEB liability	(708,764)
Deferred outflows of resources	516,293
Deferred inflows of resources	(2,813,061)
The internal service funds are used by management to charge the cost of information technology to other funds. The assets and liabilities of the internal service funds are included in governmental activities in the Government-wide Statement of Net Position.	1,643,379
Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.	283,522
Net position of governmental activities (see page 23)	$ 58,844,548

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds			
	General Fund	CRA Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
Property taxes	$ 25,020,699	$ -	$ 1,857,369	$ 26,878,068
User surcharges	10,403,974	-	-	10,403,974
Franchise fees	4,791,164	-	-	4,791,164
Utility taxes	4,632,581	-	-	4,632,581
Impact fees	884,526	-	-	884,526
Communication service taxes	2,069,195	-	-	2,069,195
Licenses and permits	922,323	-	-	922,323
Intergovernmental revenue	8,552,267	5,140,137	3,550,664	17,243,068
Charges for services	1,540,628	-	-	1,540,628
Fines and forfeitures	1,729,493	-	77,498	1,806,991
Non-ad valorem assessments	-	-	835,009	835,009
Grant revenue	-	-	3,920,787	3,920,787
Investment income (loss)	4,868,665	84,178	204,693	5,157,536
Miscellaneous revenue	366,825	-	-	366,825
Total revenues	65,782,340	5,224,315	10,446,020	81,452,675
EXPENDITURES				
Current:				
General government	20,009,989	1,450,689	1,161,061	22,621,739
Public safety	30,204,414	-	1,186,714	31,391,128
Library	1,671,309	-	106,538	1,777,847
Parks & recreation	5,996,393	-	400,257	6,396,650
Public works	6,381,645	-	2,631,220	9,012,865
Debt Service:				
Principal	355,183	-	1,819,270	2,174,453
Interest and other charges	23,762	-	228,759	252,521
Capital outlay	5,729,677	90,200	4,448,164	10,268,041
Total expenditures	70,372,372	1,540,889	11,981,983	83,895,244
Excess (deficiency) of revenues over (under) expenditures	(4,590,032)	3,683,426	(1,535,963)	(2,442,569)
OTHER FINANCING SOURCES (USES)				
Issuance of debt	-	-	9,070,000	9,070,000
Issuance of debt - lease	-	-	1,725,345	1,725,345
Issuance of debt - subscription	539,396	-	-	539,396
Transfers in	9,739,047	-	1,194	9,740,241
Transfers out	(1,194)	(1,748,843)	(136,214)	(1,886,251)
Total other financing sources (uses)	10,277,249	(1,748,843)	10,660,325	19,188,731
Net change in fund balances	5,687,217	1,934,583	9,124,362	16,746,162
Fund balances - beginning	48,572,673	5,061,220	4,883,417	58,517,310
Fund balances - ending	$ 54,259,890	$ 6,995,803	$ 14,007,779	$ 75,263,472

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES
EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total government funds (see page 27)		$ 16,746,162
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures while the Statement of Activities reports depreciation expense on capital assets. This is the amount by which capital outlays exceeded depreciation in the current period. The details of the difference (excluding the internal service fund) are as follows:		
Expenditures for capital outlay	10,268,041	
Less current year depreciation	(4,002,127)	
Net adjustment		6,265,914
The issuance of long-term debt provides current financial resources to governmental funds. Repayment of the principal consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The details of the difference (excluding the internal service fund) are as follows:		
Issuance of debt	(9,070,000)	
Issuance of debt - lease	(1,725,345)	
Issuance of debt - subscriptions	(539,396)	
Principal payments:		
General obligation and capital improvement bonds	1,720,000	
Lease liability	111,690	
Subscription liability	342,761	
		(9,160,290)
Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.		12,772
Internal service funds are used by management to charge the costs of services to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.		38,482
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in:		
Compensated absences	(264,454)	
Estimated claims	(1,213,000)	
Settlement expense	(9,000,000)	
Accrued interest	29,771	
Net pension activity:		
Net pension liability	2,770,343	
Net pension asset	745,322	
Deferred outflow of resources	(9,349,275)	
Deferred inflow of resources	(295,688)	
Other Postemployment Benefits Obligation (OPEB) activity:		
OPEB liability	3,226,942	
Deferred outflow of resources	(533,161)	
Deferred inflow of resources	(982,552)	
		(14,865,752)
Change in net position of governmental activities (see page 24)		$ (962,712)

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUND
SEPTEMBER 30, 2024

	Enterprise Funds				
	Major Funds				
	Water Utility	Sewer Utility	Nonmajor Enterpirse Funds	Total	Internal Service Funds
ASSETS					
Current assets:					
Pooled cash and investments	$ 49,096,614	$ 20,375,307	$ 11,470,704	$ 80,942,625	$ 5,473,198
Accounts receivable, net	5,214,890	1,193,647	425,801	6,834,338	-
Prepaid costs	107,338	-	1,183	108,521	438,558
Inventory	1,790,850	-	-	1,790,850	-
Restricted pooled cash and investments	25,370,794	3,815,239	201,844	29,387,877	-
Total current assets	81,580,486	25,384,193	12,099,532	119,064,211	5,911,756
Non-current assets:					
Loan receivable	-	199,579	-	199,579	-
Lease receivable	311,557	-	-	311,557	-
Net pension asset	69,107	8,027	100,200	177,334	-
Capital assets:					
Capital assets not being depreciated	93,010,498	9,201,038	1,540,036	103,751,572	751,281
Capital assets being depreciated, net	84,175,057	16,566,172	4,244,135	104,985,364	523,479
Total non-current assets	177,566,219	25,974,816	5,884,371	209,425,406	1,274,760
Total assets	259,146,705	51,359,009	17,983,903	328,489,617	7,186,516
DEFERRED OUTLOWS OF RESOURCES					
Pension	2,244,629	483,433	754,254	3,482,316	826,716
Other post employment benefits	127,465	32,347	53,333	213,145	52,300
Total deferred outflows of resources	2,372,094	515,780	807,587	3,695,461	879,016
LIABILITIES					
Current liabilities:					
Accounts payable and accrued liabilities	16,166,464	2,072,744	1,042,368	19,281,576	329,002
Due to other funds	-	-	2,416,417	2,416,417	-
Customer deposits	4,425,378	507,965	201,844	5,135,187	-
Total current liabilities	20,591,842	2,580,709	3,660,629	26,833,180	329,002
Non-current liabilities:					
Portion due within one year:					
Compensated absences	138,207	-	59,648	197,855	59,824
Leases	228,630	-	3,972	232,602	44,256
Subscriptions	-	-	-	-	137,288
Revenue bonds payable	4,070,159	670,000	-	4,740,159	-
Notes payable	880,205	435,217	-	1,315,422	-
Portion due in more than one year:					
Other post-employment benefits	174,984	44,406	73,213	292,603	71,797
Net pension liability	11,181,491	2,409,420	3,743,524	17,334,435	4,122,784
Compensated absences	414,622	-	178,942	593,564	179,473
Leases	242,464	-	8,266	250,730	57,097
Subscriptions	-	-	-	-	-
Revenue bonds payable	74,940,050	7,830,000	-	82,770,050	-
Notes payable	9,002,031	3,738,985	-	12,741,016	-
Total non-current liabilities	101,272,843	15,128,028	4,067,565	120,468,436	4,672,519
Total liabilities	121,864,685	17,708,737	7,728,194	147,301,616	5,001,521
DEFERRED INFLOWS OF RESOURCES					
Pension	85,015	9,875	123,266	218,156	-
Other post employment benefits (OPEB)	694,504	176,247	290,584	1,161,335	284,959
Leases	333,555	-	-	333,555	-
Total deferred inflows of resources	1,113,074	186,122	413,850	1,713,046	284,959
NET POSITION					
Net investment in capital assets	89,176,355	15,164,160	5,632,495	109,973,010	1,036,119
Restricted for:					
Capital improvements	26,182,023	2,291,859	-	28,473,882	-
Unrestricted	23,182,662	16,523,911	5,016,951	44,723,524	1,742,933
Total net position	$ 138,541,040	$ 33,979,930	$ 10,649,446	$ 183,170,416	$ 2,779,052
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds				1,135,673	
Net position of business-type activities				$ 184,306,089	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Enterprise Funds				
	Major Funds				
	Water Utility	Sewer Utility	Nonmajor Enterprise Funds	Total	Internal Service Funds
OPERATING REVENUES					
Service revenues	$ 43,602,796	$ 11,013,798	$ 12,413,588	$ 67,030,182	$ 9,305,517
Total operating revenues	43,602,796	11,013,798	12,413,588	67,030,182	9,305,517
OPERATING EXPENSES					
Personal services	9,452,159	2,618,631	3,914,459	15,985,249	4,031,927
Other operating costs	13,670,922	6,853,043	7,145,937	27,669,902	3,569,924
Depreciation	6,142,902	939,493	458,143	7,540,538	513,066
Total operating expenses	29,265,983	10,411,167	11,518,539	51,195,689	8,114,917
Operating income	14,336,813	602,631	895,049	15,834,493	1,190,600
NON-OPERATING REVENUES (EXPENSES)					
Impact fees	3,214,078	224,479	-	3,438,557	-
Investment income (losses)	3,209,574	991,432	567,671	4,768,677	-
Miscellaneous income	68,415	11,974	189,281	269,670	-
Interest and other fiscal charges	(2,625,679)	(345,038)	(1,045)	(2,971,762)	(19,233)
Total non-operating revenues (expenses)	3,866,388	882,847	755,907	5,505,142	(19,233)
Income before contributions and transfers	18,203,201	1,485,478	1,650,956	21,339,635	1,171,367
Transfers out	(5,764,193)	(1,562,058)	(8,961,582)	(16,287,833)	(16,156)
Transfers in	8,450,000	-	-	8,450,000	-
Change in net position	20,889,008	(76,580)	(7,310,626)	13,501,802	1,155,211
Total net position - beginning	118,278,340	34,119,988	17,960,072	170,358,400	1,680,132
Error correction (See Note 16)	(626,308)	(63,478)	-	(689,786)	(56,291)
Net position - beginning as restated	117,652,032	34,056,510	17,960,072	169,668,614	1,623,841
Total net position - ending	$ 138,541,040	$ 33,979,930	$ 10,649,446	$ 183,170,416	$ 2,779,052
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds				1,116,729	
Change in net position of business-type activities				$ 14,618,531	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Water Fund	Sewer Utility	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash flows from operating activities:					
Cash received from customers	$ 44,246,049	$ 11,087,224	$ 12,792,423	$ 68,125,696	$ 9,305,517
Cash payments to suppliers	(15,780,742)	(6,918,432)	(6,015,566)	(28,714,740)	(3,760,383)
Cash payments to employees	(7,666,943)	(1,869,115)	(3,142,453)	(12,678,511)	(3,007,447)
Net cash provided by operating activities	20,798,364	2,299,677	3,634,404	26,732,445	2,537,687
Cash flows from non-capital financing activities:					
Transfers from other funds	8,450,000	-	-	8,450,000	-
Transfers to other funds	(5,764,193)	(1,562,058)	(8,961,582)	(16,287,833)	(16,156)
Lease receivable	(311,557)	-	-	(311,557)	-
Net cash provided by (used in) non-capital financing activities	2,374,250	(1,562,058)	(8,961,582)	(8,149,390)	(16,156)
Cash flows from capital related financing activities:					
Acquisition and construction of capital assets	(22,822,389)	(1,287,498)	(170,712)	(24,280,599)	(101,802)
Impact fees	3,214,078	224,479	-	3,438,557	-
Lease acquisition	326,526	-	-	326,526	-
Principal paid on long-term debt	(4,598,625)	(1,076,636)	(4,372)	(5,679,633)	(366,498)
Interest paid on long-term debt	(3,116,911)	(345,038)	(1,045)	(3,462,994)	(19,233)
Net cash used in capital and related financing activities	(26,997,321)	(2,484,693)	(176,129)	(29,658,143)	(487,533)
Cash flows from investing activities:					
Investment income	3,209,574	991,432	567,671	4,768,677	-
Net cash provided by investing activities	3,209,574	991,432	567,671	4,768,677	-
Net decrease in pooled cash and investments	(615,133)	(755,642)	(4,935,636)	(6,306,411)	2,033,998
Pooled cash and investments, beginning	75,082,541	24,946,188	16,608,184	116,636,913	3,439,200
Pooled cash and investments, ending	$ 74,467,408	$ 24,190,546	$ 11,672,548	$ 110,330,502	$ 5,473,198
Reported in statement of net position as follows:					
Pooled cash and investments	$ 49,096,614	$ 20,375,307	$ 11,470,704	$ 80,942,625	$ 5,473,198
Restricted pooled cash and investments	25,370,794	3,815,239	201,844	29,387,877	-
	$ 74,467,408	$ 24,190,546	$ 11,672,548	$ 110,330,502	$ 5,473,198
Reconciliation of operating income to net cash provided by operating activities:					
Operating income	$ 14,336,813	$ 602,631	$ 895,049	$ 15,834,493	$ 1,190,600
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	6,142,902	939,493	458,143	7,540,538	513,066
Other income	68,415	11,974	189,281	269,670	-
Change in assets and liabilities:					
(Increase) decrease in:					
Accounts receivable	529,626	58,747	196,804	785,177	-
Inventory	(926,860)	-	-	(926,860)	-
Prepaid expenses	(27,856)	-	(590)	(28,446)	(331,645)
Net pension asset	(69,107)	(8,027)	(100,200)	(177,334)	-
Deferred outflows of resources pension	2,026,145	187,632	1,019,328	3,233,105	430,501
Deferred outflows of resources opeb	(27,517)	(19,853)	34,122	(13,248)	(52,300)
Increase (decrease) in:					
Accounts payable and accrued liabilities	(1,155,104)	(65,389)	648,494	(571,999)	141,186
Compensated Absences	30,888	-	9,956	40,844	82,494
Customer deposits	45,212	2,705	(7,250)	40,667	-
Due to other funds	-	-	482,467	482,467	-
Net pension liability	(177,566)	456,289	216,281	495,004	207,029
Net OPEB liability	(199,845)	(2,448)	(254,763)	(457,056)	71,797
Deferred inflows of resources pension	(317,952)	(18,532)	(290,759)	(627,243)	-
Deferred inflows of resources opeb	520,170	154,455	138,041	812,666	284,959
Total adjustments	6,461,551	1,697,046	2,739,355	10,897,952	1,347,087
Net cash provided by operating activities	$ 20,798,364	$ 2,299,677	$ 3,634,404	$ 26,732,445	$ 2,537,687
Noncash investing, capital and financing activities:					
Lease and subscription acquisition	$ -	$ -	$ -	$ -	$ 217,199
Capital asset additions financed by accounts payable	6,538,453	44,214	139,438	6,722,105	-
Total noncash investing, capital and financing activities	$ 6,538,453	$ 44,214	$ 139,438	$ 6,722,105	$ 217,199

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2024

	Trust Funds	Police Holding Account Custodial Fund
ASSETS		
Cash	$ 7,420	$ 615,740
Investments:		
Equity securities	144,873,674	-
Money market funds	5,576,901	-
Government securities	43,078,681	-
Corporate bonds	8,454,436	-
Real estate	14,282,483	-
Infrastructure fund	4,901,657	-
Mutual funds	28,032,633	-
Hedge funds	18,301	-
Total investments	249,218,766	-
Accrued interest receivable	460,745	-
Other receivables	1,482,276	-
Total assets	$ 251,169,207	$ 615,740
LIABILITIES		
Accounts payable	$ 492,194	$ -
NET POSITION		
Restricted for:		
Pension benefits	244,422,701	-
OPEB benefits	6,254,312	-
Police custodial funds	-	615,740
Total net position	$ 250,677,013	$ 615,740

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Trust Funds	Police Holding Account Custodial Fund
ADDITIONS		
Contributions:		
Employer	$ 13,745,353	$ -
Employee	2,043,708	-
State of Florida	952,277	-
Total contributions	16,741,338	-
Investment income (expense):		
Net appreciation in fair value of investments	41,780,592	-
Interest and dividends	5,114,061	-
Investment expenses	(1,160,628)	-
Net investment gain	45,734,025	-
Police funds recevied into custody	-	93,719
Other income	8,514	-
Total additions	62,483,877	93,719
DEDUCTIONS		
Pension benefit payments	21,101,895	-
DROP distributions	1,598,907	-
Administrative expenses	777,102	-
Police funds released from custody	-	3,145
Total deductions	23,477,904	3,145
Change in net position	39,005,973	90,574
Net position, beginning	211,671,040	525,166
Net position, ending	$ 250,677,013	$ 615,740

See notes to basic financial statements.

NOTES TO BASIC FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies

The City of North Miami Beach (the city) was incorporated in 1926. The city operates under a Commission-Manager form of government. In addition to general government services including police, library, parks and recreation, code compliance and public works provided to its residents, the City operates water, sewer, stormwater and solid waste utilities, provides building permitting and inspection services and maintains various trust, agency, and custodial funds in a fiduciary capacity. The city does not provide educational, fire or hospital facilities. Those services are provided by the Miami-Dade County School Board and Miami-Dade County, respectively.

Financial Reporting Entity

The financial statements were prepared in accordance with Governmental Accounting Standards. Those standards establish definitions for reporting on the financial reporting entity. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consists of the primary government, organizations for which the City is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The City is financially accountable for a component unit if it appoints a voting majority of the organization's governing board and can impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the City.

The North Miami Beach Community Redevelopment Agency (the CRA) was created by the Mayor and City Commission on December 21, 2004, by adoption of Resolution R2004-86 accepting a delegation of powers from the Miami-Dade Board of County Commissioners and declaring the Mayor and City Commission to be the Agency in accordance with Section 163.357 of the Florida Statutes under the Community Redevelopment Act of 1969, enacted by the Florida Legislature. Miami-Dade County retains the final authority to approve the annual CRA budget, redevelopment plan and amendments, and the issuance of long-term debt. The purpose of the CRA is the elimination and prevention of blight conditions within the designated community redevelopment area. Since the CRA area is entirely within City limits, CRA activities benefit the city almost exclusively. The City Commission acts as the CRA's Board of Directors, the Mayor is the Chairman, and the City Manager is the Executive Director. The governance structure allows the city to exert significant influence over the activities of the CRA. Considering these parameters, the CRA meets the criteria of a blended component unit and has been included as an integral part of the attached financial statements as a special revenue fund of the City of North Miami Beach. Additional information on the CRA can be found in Note 15 to the financial statements.

Government-wide and Fund Financial Statements

The basic financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The basic financial statements consist of the government-wide and fund financial statements. Each set of statements distinguishes between the governmental and business-type activities of the city. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on the non-fiduciary activities of the primary government and its component units. The statement of net position reports financial and capital resources of the City’s governmental and business-type activities. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services provided. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. The primary exception is charges between the City's various utility functions and administrative functions of the city.

Note 1 – Summary of Significant Accounting Policies (continued)

Government-wide and Fund Financial Statements (continued)

Elimination of these charges would distort the costs reported for the business-type activities and incurred by the administrative departments.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining non-major funds are aggregated and reported as other governmental or other enterprise funds.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting,* as are the proprietary fund and fiduciary fund financial statements. Agency funds are fiduciary funds that are also reported using the economic resources measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are deemed available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the city considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxes, non-ad valorem assessments, intergovernmental revenues, and franchise fees are susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are deemed measurable and available only when cash is received by the city.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for services. Operating expenses for proprietary funds include the cost of services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City reports the following major governmental funds:

- The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for separately.

- The *Community Redevelopment Agency* is used to account for the operations of the North Miami Beach Community Redevelopment Agency (CRA) as a blended component unit. The agency is funded by tax increment financing from the City and Miami-Dade County.

The City reports the following major proprietary funds:

- The *Water Utility System Fund* accounts for the activities of providing water treatment and distribution service to the utility's customers.

- The *Wastewater Utility System Fund* accounts for the operation of the sewage pumping stations and collection systems to customers both inside and outside the City's boundaries.

Note 1 – Summary of Significant Accounting Policies (continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

Fund Financial Statements (continued)

Additionally, the City reports the following fund types:

Internal Service Funds **–** The *Information Technology Fund* is classified as a governmental activity because it provides City-wide services on a cost reimbursement basis. The *Customer Service Fund* provides services specifically for the Enterprise Funds and is therefore included with the Business-type activities for reporting purposes.

Fiduciary Funds **–** The City acts in a fiduciary capacity within regard to the *Pension Trust Funds, OPEB Trust Fund and Police Holding Account Custodial Fund,* which is used to segregate, and hold seized assets until adjudication orders are received and distribution is determined by the courts.

Assets, Deferred Outflows of Resources, Liabilities and Deferred Inflows of Resources

1. Pooled Cash and Investments

Resources of all funds, except for the fiduciary funds and certain other investment accounts, have been combined into a pooled cash and investment system for the purpose of maximizing earnings. Interest earned on pooled cash and investments is allocated monthly based upon equity balances of the participating funds. Cash and cash equivalents include pooled cash and investments and are defined as short-term, highly liquid investments with original maturities of three (3) months or less. Restricted assets include resources subject to externally imposed restrictions such as creditors, grantors, laws and regulations. Assets are restricted for customer deposits, debt covenants, impact fees, and funds provided by debt issuance to finance projects.

Surplus funds are invested in accordance with the provisions of the City's adopted investment policy. City investments are recorded in accordance with GASB Statement No. 72, *Fair Value Measurement and Application,* which establishes a hierarchy based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are based on quoted prices in active markets for identical assets; Level 2 inputs are based on significant other observable inputs; Level 3 inputs are based on unobservable inputs.

2. Receivables and Payables

Activities between funds that represent lending and borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to or due from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

3. Inventories and Prepaid Items

Inventories are stated at average cost on a specific identification basis and are recorded as an asset when purchased and as an expense when consumed (consumption method). Prepaid costs are payments that are applicable to future accounting periods and are recorded as an asset when purchased and as an expense when consumed (consumption method) in both government-wide and fund financial statements.

Note 1 – Summary of Significant Accounting Policies (continued)

Assets, Deferred Outflows of Resources, Liabilities and Deferred Inflows of Resources (continued)

4. Capital Assets

Capital assets, including property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks) are reported in the applicable government or business-type activities columns in the government-wide financial statements. Capital assets are defined by the city as assets with an initial, individual cost of more than $1,000 for tangible capital assets, $30,000 for software, and $75,000 for easements, and an estimated useful life in excess of one year.

Outlays for capital assets and improvements, including design, engineering, installation and similar costs are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Purchased or constructed assets are recorded at actual cost or estimated historical cost if actual cost is unavailable. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital assets of the city are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Buildings and utility plant	30-50
Improvements other than buildings	20
Furniture, fixtures, machinery and equipment	5-10
Infrastructure	30

5. Deferred Inflows and Deferred Outflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources, represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. For the City, deferred outflows of resources are reported on the government-wide statement of net position for pension and OPEB.

In addition to liabilities, the statements of financial position report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. For the City, deferred inflows of resources include business tax receipts, pension, OPEB, leases, and unavailable revenue. Business tax receipts represent amounts for which were to business tax receipt payments received in advance. These amounts have been recorded as a deferred inflow on both the government-wide statement of net position and the governmental fund financial statements. The deferred inflow for leases is related to the leases receivable and is being amortized to leases revenue in a systematic and rational manner over the term of the lease. Unavailable revenue is reported only on the governmental funds balance sheet, and represents receivables which will not be collected within the available period. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

6. Unearned Revenues

Unearned revenue represents grants and similar items received in advance for which the City has not met all eligibility requirements imposed by the provided to allow for revenue recognition.

7. Pensions

Net pension liability, deferred outflows and inflows of resources, pension expense, fiduciary net position and changes to fiduciary net position have been determined and reported on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Liability liquidation occurs in the CRA, Transit Surtax and General Fund.

Note 1 – Summary of Significant Accounting Policies (continued)

Assets, Deferred Outflows of Resources, Liabilities and Deferred Inflows of Resources (continued)

8. Compensated Absences

It is the City's policy to permit full-time employees to accumulate limited amounts of earned vacation and sick leave. Upon separation from service, employees receive payment for a portion of unused vacation time and sick leave subject to length of service and contract classification. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The fund in which the employee's payroll expense has been recorded is used to liquidate such amounts. Typically, the General Fund, Transit Surtax Fund and the Community Redevelopment Agency are used for liquidation of the liability in the governmental funds.

9. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statements of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. In the governmental fund financial statements, bond premiums, discounts and bond issuance costs are recognized during the current period. The face amount of debt issued is reported as other financing sources. Premiums are reported as other financing sources while discounts are reported as other financing uses. Issuance costs are reported as debt service expenditures.

10. Leases

The City recognizes a lease liability and an intangible right-to-use lease asset in the proprietary fund statements and the government-wide financial statements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial costs to place the asset in service. Subsequently, the lease asset is amortized on a straight- line basis over the life of the lease.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Note 1 – Summary of Significant Accounting Policies (continued)

Assets, Deferred Outflows of Resources, Liabilities and Deferred Inflows of Resources (continued)

11. Subscription-Based Technology Arrangements (SBITAs)

The City has entered into a contract that conveys control of the right to use information technology software. The City has recognized an IT subscription liability and an intangible right-to-use IT subscription asset in the government-wide financial statements. At the commencement of the IT subscription term, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the IT subscription liability is reduced by the principal portion of payments made. The right-to-use an IT subscription asset is initially measured as the sum of the initial IT subscription liability, adjusted for payments made at or before the commencement date, plus capitalization implementation costs less any incentives received from the SBITA vendor at or before the commencement of the subscription term. Subsequently, the right-to-use IT subscription asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to IT subscription arrangements include how the City determines the discount rate it uses to discount the expected payments to present value, term, and payments.

The City uses the interest rate charged by the IT subscription vendor as the discount rate. When the interest rate charged by the vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate.

The IT subscription term includes the noncancellable period of the subscription. Payments included in the measurement of the liability are composed of fixed payments.

The City monitors changes in circumstances that would require a remeasurement of its IT subscription and will remeasure the right-to-use IT subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Right-to-use IT subscription assets are reported with other capital assets and IT subscription liabilities are reported with long-term debt on the statement of net position.

Equity Classifications:

Government-wide Statements

Equity is classified as net position and displayed in three components:

- Net investment in capital assets: Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent debt proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position: Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions or enabling legislation.
- Unrestricted net position: All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Financial Statements

Governmental fund equity is classified as fund balance and displayed as follows:

- Non-spendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form-such as inventory or prepaid amounts or (b) legally or contractually required to be maintained intact-such as a perpetual trust.

Note 1 – Summary of Significant Accounting Policies (continued)

Equity Classifications: (continued)

Fund Financial Statements (continued)

- Restricted: This classification reflects the constraints imposed on resources either (a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed: This classification includes amounts that can be used only for the specific purposes determined by formal resolutions or ordinances of the City Commission (which are both equal and the government's highest level of decision-making authority). Committed amounts cannot be used for any other purpose unless the City Commission removes the specified use by taking the same type of action (resolution or ordinance) imposing the commitment. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.
- Assigned: This classification includes amounts constrained by the City's intent to be used for specific purposes but are neither restricted nor committed. The City Commission and City Manager have the authority to assign amounts to be used for specific purposes at will.
- Unassigned: This classification includes the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

Proprietary fund equity is classified the same as in the government-wide statements.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents / contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed, then assigned and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The City has a formal fund balance policy. The policy requires that unassigned fund balance shall be maintained as of September 30 of each year equal to the current GFOA recommended minimum of 20% of the ensuing year's budgeted General Fund expenditures. Actual unassigned General Fund balance was 43.10% of the 2025 budgeted General Fund expenditures at September 30, 2024. Additionally, the City is required to maintain a reserve of $3,000,000 for the purpose of providing disaster relief upon the declaration of a State of Emergency in the City.

Property Taxes

Under Florida law, the assessment of all properties and the collection of all counties, municipal, school district and special district property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. Property taxes (ad valorem taxes) are assessed on January 1 (the lien date) and are billed and payable November 1, with discounts of one to four percent if paid prior to March 1 of the following calendar year. All unpaid taxes on real and personal property become delinquent on April 1 and accrue interest charges from April 1 until June 1, when tax certificates are sold at auction.

The City is permitted by Article 7, Section 8 of the Florida Constitution to levy taxes up to $10 (10 mills) per $1,000 of assessed valuation for governmental operations. In addition, unlimited amounts may be levied for the payment of principal and interest on general obligation long-term debt, subject to a limitation on the amount of debt outstanding. The millage rate to finance general governmental services for the year ended September 30, 2024, was 6.1000 mills per $1,000 of assessed valuation; the millage rate for bonded debt service was 0.4111 mills.

Note 2 – Adoption of New Accounting Pronouncement

For 2024, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 100, *Accounting Changes and Error Corrections*. This Statement enhances accounting and financial reporting requirements for accounting changes and error corrections. The statement defines accounting changes as: (a) changes in accounting principles, (b) changes in accounting estimates, (c) changes to or within the financial reporting entity, each with its own financial reporting requirements. Disclosure requirements include descriptions of accounting changes and error corrections and their quantitative effects on account balances. The impact to the City's financial statements as a result of the adoption of this statement is described in Note 16.

Note 3 – Stewardship, Compliance and Accountability

At September 30, 2024, the City's Solid Waste Fund had a net position deficit of $1,467,153. The net position deficit is primarily due additional costs which arose from the City's contractual agreement, for solid waste services, with Waste Management officially ending on December 1, 2020. Due to unforeseen circumstances, the City entered into an extended month-to-month service agreement with them. For the first three (3) months, the Residential and Commercial billing monthly costs increased by 75%. An additional increase of 5% per month was imposed for the remaining seven (7) months of the 2021 fiscal year.

To recoup and provide additional revenue, the City imposed a rate increase in May 2021 of 25% for Residential and approximately 140% for Commercial customers. In addition, Solid Waste fees for multi-family and commercial customers will be increased by 10% over the next 6 years and franchise fees will be increased by a nominal amount.

Note 4 – Deposits and Investments

GASB Statement No. 40 *Deposit and Investment Risk Disclosure* (GASB Statement No. 40) is designed to inform financial statement users about deposit and investment risks that could affect a government's ability to provide services and meets its obligations as they become due. GASB Statement No. 40 addresses common deposit and investment risks related to credit risk, custodial credit risk, concentration of credit risk, interest rate risk, and foreign currency risk and requires that deposit and investment policies related to the risks be disclosed, as applicable.

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, *Florida Security for Public Deposits Act,* the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are deemed as insured or collateralized with securities held by the entity or its agent in the entity's name.

The State Board of Administration (SBA) administers the Florida PRIME Fund which is governed by Chapter 19-7 of the Florida Administrative Code and Chapters 218 and 215 of the Florida Statutes. These rules provide guidance and establish the policies and general operating procedures for the administration of the Florida PRIME. The Fund is not a registrant with the Securities and Exchange Commission (SEC); however, the Board has adopted operating procedures consistent with the requirements for a 2a-7 fund, which permits money market funds to use amortized cost to maintain a constant NAV of $1 per share. The Florida PRIME is a Local Governmental Investment Pool (LGIP), and therefore considered an external investment pool for GASB reporting purposes.

The fair value of the position in the Florida PRIME is equal to the value of the pool shares. The investments in the Florida PRIME are not insured by FDIC or any other governmental agency.

The investment policies of the Retirement Plans for the General Employees and for Police Officers and Firefighters have been adopted by their respective Boards of Trustees. The policies have been designed to maximize Plan asset values while assuming risk levels that are consistent with the respective Board's risk tolerance and diversifying risk across various asset classes including bonds, debentures and other corporate obligations, equity securities and domestic real estate.

The OPEB Trust and the Retirement Plan and Trust for General Management Employees are invested in the Florida Municipal Investment Trust (FMIvT). The FMIvT operates as a fiduciary trust fund under governmental accounting rules that require preparation of financial statements. The FMIvT is a Local Governmental Investment Pool (LGIP), and therefore considered an external investment pool for GASB reporting purposes. The Board of Trustees is designated as having oversight authority and official custody of the funds, which are invested by the purchase of shares of beneficial interest in the trust, not the individual securities held by the trust. The fair value of the positions in the FMIvT is equal to the value of the portfolio shares. The investments in the FMIvT are not insured by FDIC or any other governmental agency.

Note 4 – Deposits and Investments (continued)

Deposit and investment balances as of September 30, 2024, are as follows:

Investment Type	Credit Quality Rating	Fair Value
Governmental and business-type activities		
Bank deposits and cash on hand	Not rated	$ 9,663,081
SBA Florida Prime	AAAm	6,051,405
FMIvT bond mutual funds	AAAf/S2	52,179
Money market funds	Aaa-mf/AAAm	14,688,259
U.S. treasuries	Not rated	79,146,528
U.S. agencies	Aaa/AA+	73,835,019
Corporate bonds	Aaa/AAA	990,600
Corporate bonds	Aaa/AA+	3,496,099
Corporate bonds	Aaa/NR	11,114,360
Municipal bonds	Aa1/AAA	390,160
Total governmental and business-type pooled cash and investments		$ 199,427,690
Retirement Plan and Trust for General Management Employees		
FMIvT bond mutual funds	AAf/S4	$ 2,177,831
FMIvT bond mutual funds	Not Rated	2,177,832
FMIvT equity mutual funds	Not Rated	17,422,658
Total investments		$ 21,778,321
OPEB Trust		
FMIvT bond mutual funds	AAf/S4	$ 888,112
FMIvT bond mutual funds	Not Rated	956,910
FMIvT equity mutual funds	Not Rated	4,409,290
Total investments		$ 6,254,312
Retirement Plan for General Employees		
	AAA	$ 118,867
	AA+	18,935,082
	AA-	229,242
	A+	464,111
	A-	424,711
	Total debt securities	$ 20,172,013
Retirement Plan for Police Officers and Firefighters		
	AA+	$ 24,143,599
	AA-	1,248,577
	A+	733,979
	A	965,191
	A-	2,567,798
	BBB+	1,701,960
	Total debt securities	$ 31,361,104

Note 4 – Deposits and Investments (continued)

Risk Disclosures

Credit Risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. A credit risk exists when there is a possibility the issuer or other counterparty to an investment may be unable to meet its obligations. The City's OPEB Trust's and the Retirement Plan and Trust for General Management Employees' investment policy limits the quality and quantity of investments and requires pre-qualification of the financial institutions, broker/dealers, intermediaries, and advisors with which the City conducts investment transactions. These policy requirements are intended to mitigate the effects of credit risk.

Custodial Credit Risk is the risk that, in the event of the failure of the counterparty, the City or Pension Trust Plans will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Consistent with the investment policies of the City, the Retirement Plans for General Employees and for Police Officers and Firefighters, the investments are held by each entity's custodial bank and registered in each entity's name.

Concentration Credit Risk - The City's investment policy and the investment policies of the Retirement Plans for the General Employees and for Police Officers and Firefighters have limitations on the amount that can be invested in any one issuer other than the U.S. Government and its agencies. As of September 30, 2024, neither the City nor the OPEB Trust or Retirement Plan and Trust for General Management Employees held investments of any one issuer of more than 5% of Fiduciary Net Position. As of September 30, 2024, the Retirement Plan for General Employees held one investment in excess of 5%: UBS Trumbull Property Fund (7.6%). As of September 30, 2024, the Retirement Plan for Police Officers and Firefighters held one investment in excess of 5%: UBS Trumbull Property Fund (5.5%).

The following were the Boards' adopted asset allocation policies as of September 30, 2024:

Retirement Plan	Asset Class	Target Allocation
General Employees	Domestic equities	20% to 85%
	International equities	0% to 25%
	Fixed income	15% to 50%
	Infrastructure	0% to 10%
	Hedge funds	0% to 10%
	Real estate	0% to 12.5%
	Cash and equivalents	Minimal
Police and Firefighters	Domestic equities	20% to 75%
	International equities	0% to 25%
	Fixed income	20% to 50%
	Infrastructure	0% to 10.0%
	Hedge funds	0% to 10.0%
	Real estate	0% to 10.0%
	Cash and equivalents	Minimal
General Management &	Core bonds	15%
OPEB	Core plus	15%
	U.S. large cap equity	25%
	U.S. small cap equity	14%
	Non-US equity	21%
	Real estate	10%
FRS	Cash equivalents	1.3%
	Fixed income	16.1%
	Global equity	50.6%
	Real estate	9.4%
	Private equity	11.2%
	Strategic investments	11.4%

Note 4 – Deposits and Investments (continued)

Risk Disclosures (continued)

Foreign Currency Risk is the risk that fluctuations in currency exchange rates may affect transactions conducted in currencies other than U.S. dollars and the carrying value of foreign investments. The City, the OPEB Trust nor the Retirement Plan and Trust for General Management Employees invest in securities denominated in foreign currencies. The value of investments of the Retirement Plan for General Employees subject to foreign currency risk as of September 30, 2024, is approximately 7.1% of total investments. The Plan's investment policy limit is 25% of any manager's total Plan portfolio. The value of investments of the Retirement Plan for Police Officers and Firefighters subject to foreign currency risk on September 30, 2024, is approximately 9.94% of total investments. The Plan's investment policy limit is 25% of any manager's total Plan portfolio.

Interest Rate Risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Interest rate risk disclosures are required for all debt instruments as well as investments in mutual funds, external investment pools and other pooled investments that do not meet the definition of a "2a-7 like" pool.

As a means of managing its exposure to fair value loss arising from increasing interest rates and to allow investment maturities to coincide with projected needs, the City's investment policy does not allow direct investment in securities maturing more than ten (10) years from the date of purchase. Additionally, the investment policy requires a weighted average maturity for the portfolio to not exceed five (5) years. The City's current weighted average maturity as of September 30, 2024, was 1.19 years.

On September 30, 2024, the City's investments had the following distribution of maturities:

		Investment Maturities (in years)			
Investment Type	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
U.S. treasuries	$ 79,146,528	$ 79,146,528	$ -	$ -	$ -
U.S. agencies	73,835,019	16,420,969	57,414,050	-	-
Corporate bonds	15,601,059	-	15,601,059	-	-
FMIvT bond mutual funds	52,179	-	52,179	-	-
SBA Florida Prime	6,051,405	6,051,405	-	-	-
Money market funds	14,688,259	14,688,259	-	-	-
Municipal bonds	390,160	390,160	-	-	-
Total	$ 189,764,609	$ 116,697,321	$ 73,067,288	$ -	$ -

On September 30, 2024, The General Management Employees Pension Plan's investments had the following distribution of maturities:

		Investment Maturities (in years)			
Investment Type	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
FMIvT bond mutual funds	$ 4,355,663	$ -	$ -	$ 4,355,663	$ -
Total	$ 4,355,663	$ -	$ -	$ 4,355,663	$ -

On September 30, 2024, The OPEB Trust Fund's investments had the following distribution of maturities:

		Investment Maturities (in years)			
Investment Type	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
FMIvT bond mutual funds	$ 1,845,022	$ -	$ -	$ 1,845,022	$ -
Total	$ 1,845,022	$ -	$ -	$ 1,845,022	$ -

Note 4 – Deposits and Investments (continued)

Risk Disclosures (continued)

Interest Rate Risk (continued)

On September 30, 2024, The Retirement Plan for General Employees investments had the following distribution of maturities:

		Investment Maturities (in years)			
Investment Type	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
U.S. treasuries	$ 11,474,841	$ 8,586,877	$ -	$ 2,887,964	$ -
U.S. agencies	7,460,241	-	-	962,257	6,497,984
Corporate bonds	1,236,931	401,199	-	835,732	-
Total	$ 20,172,013	$ 8,988,076	$ -	$ 4,685,953	$ 6,497,984

On September 30, 2024, the Retirement Plan for Police Officers and Firefighters investments had the following distribution of maturities:

		Investment Maturities (in years)			
Investment Type	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
U.S. treasuries	$ 15,228,789	$ 1,733,638	$ 8,310,589	$ 5,184,562	$ -
U.S. agencies	8,914,810	-	-	-	8,914,810
Corporate bonds	7,217,505	148,654	6,021,876	1,046,975	-
Total	$ 31,361,104	$ 1,882,292	$ 14,332,465	$ 6,231,537	$ 8,914,810

Fair Value Measurement

The investment portfolios of the City, OPEB Trust Fund, General Management Employee Pension Plan, Retirement Plan for General Employees, and the Retirement Plan for Police Officers and Firefighters are recorded in accordance with GASB Statement No. 72, *Fair Value Measurement and Application,* which establishes a hierarchy based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are based on quoted prices in active markets for identical assets; Level 2 inputs are based on significant other observable inputs; Level 3 inputs are based on unobservable inputs. A description of valuation methodologies follows.

Common stock: closing price reported on the New York Stock Exchange

Government securities: pricing models maximizing observable inputs for similar securities

Corporate bonds: pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Hedge funds: net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investment.

Real estate: net asset value of shares held by the Plan at year end. The Plans have investments in a private market real estate investment for which no liquid public market exists.

Note 4 – Deposits and Investments (continued)

Risk Disclosures (continued)

Fair Value Measurement (continued)

The City has the following fair value measurements on September 30, 2024:

Investment by fair value level	Total	Level 1	Level 2	Level 3
Debt securities:				
U.S. treasury securities	$ 79,146,528	$ 79,146,528	$ -	$ -
U.S. agency securities	73,835,019	-	73,835,019	-
FMIvT bond mutual funds	52,179	-	52,179	-
Municipal bonds	390,160	-	390,160	-
Corporate bonds	15,601,059	-	15,601,059	-
Total debt securities	169,024,945	79,146,528	89,878,417	-
Investments measured at amortized cost				
Florida Prime	6,051,405			
Money market funds	14,688,259			
Cash	9,663,081			
Total investments measured amortized cost	30,402,745			
Total pooled cash and investments	$ 199,427,690			

The City's General Management Employee Pension Plan has the following fair value measurements on September 30, 2024:

Investment by fair value level	Total	Level 1	Level 2	Level 3
FMIvT bond mutual funds	$ 4,355,663	$ -	$ 2,177,831	$ 2,177,832
FMIvT equity mutual funds	17,422,658	-	15,244,826	2,177,832
	21,778,321	-	17,422,657	4,355,664

The City's OPEB Trust Fund has the following fair value measurements on September 30, 2024:

Investment by fair value level	Total	Level 1	Level 2	Level 3
FMIvT bond mutual funds	$ 1,845,022	$ -	$ 888,112	$ 956,910
FMIvT equity mutual funds	4,409,290	-	3,846,402	562,888
	6,254,312	-	4,734,514	1,519,798

Note 4 – Deposits and Investments (continued)

Risk Disclosures (continued)

Fair Value Measurement (continued)

The Retirement Plan for General Employees has the following fair value measurements on September 30, 2024:

Investment by fair value level	Total	Level 1	Level 2	Level 3
Equity securities:				
Common stocks	$ 62,858,548	$ 62,858,548	$ -	$ -
Total equity securities	62,858,548	62,858,548	-	-
Debt securities:				
U.S. treasury securities	11,474,841	11,474,841	-	-
U.S. agency securities	7,460,241	-	7,460,241	-
Corporate bonds	1,236,931	-	1,236,931	-
Total debt securities	20,172,013	11,474,841	8,697,172	-
Total assets at fair value	$ 83,030,561	$ 74,333,389	$ 8,697,172	$ -
Investments measured at the net asset value (NAV) [1]				
Real estate	7,464,668			
Infrastructure mutual fund	4,901,657			
Total investments measured at the NAV	12,366,325			
Investments measured at amortized cost				
Money market funds	2,410,171			
Total investments measured amortized cost	2,410,171			
Total investments	$ 97,807,057			

[1] As required by GAAP, certain investments that are measured at net asset value have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the total investment line item in the Statement of Fiduciary Net Position.

The Retirement Plan for Police Officers and Firefighters has the following fair value measurements on September 30, 2024:

Investment by fair value level	Total	Level 1	Level 2	Level 3
Equity securities:				
Common stocks	$ 76,061,668	$ 76,061,668	$ -	$ -
Infrastructure mutual fund	5,953,458	5,953,458	-	-
Total equity securities	82,015,126	82,015,126	-	-
Debt securities:				
U.S. treasury securities	15,228,789	15,228,789	-	-
U.S. agency securities	8,914,810	-	8,914,810	-
Corporate bonds	7,217,505	-	7,217,505	-
Total debt securities	31,361,104	15,228,789	16,132,315	-
Total assets at fair value	$ 113,376,230	$ 97,243,915	$ 16,132,315	$ -
Investments measured at the net asset value (NAV) [1]				
Real estate	6,817,815			
Hedge funds	18,301			
Total investments measured at the NAV	6,836,116			
Investments measured at amortized cost				
Money market funds	3,166,730			
Total investments measured amortized cost	3,166,730			
Total investments	$ 123,379,076			

[1] As required by GAAP, certain investments that are measured at net asset value have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the total investment line item in the Statement of Fiduciary Net Position.

Note 4 – Deposits and Investments (continued)

Risk Disclosures (continued)

Fair Value Measurement (continued)

The following table summarizes investments for the City's Retirement Plan for General Employees for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions.

Investments measured at NAV	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible	Redemption Notice Period
Real estate fund (1)	$ 7,464,668	$ -	Quarterly	65 days
Infrastructure fund (2)	4,901,657	-	Daily	N/A
Total investments measured at NAV	$ 12,366,325	$ -		

(1) Real estate fund: The fund is an open-end core real estate fund with a diversified portfolio of income producing properties throughout the United States. The investment is valued at NAV and its redemption notice must be received by the fund 65 days prior to quarter end.

(2) Infrastructure fund: The fund invets primarily in equity securities, principally common stocks, of infrastructure companies and concentrates its investments in industries represented by infrastructure companies. The investment is valued at NAV.

The following table summarizes investments for the City's Retirement Plan for Police Officers and Firefighters for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions.

Investments measured at NAV	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible	Redemption Notice Period
Real estate fund (1)	$ 6,817,815	$ -	Quarterly	65 days
Hedge fund (2)	18,301	-	Quarterly	90 days
Total investments measured at NAV	$ 6,836,116	$ -		

(1) Real estate fund: The fund is an open-end core real estate fund with a diversified portfolio of income producing properties throughout the United States. The investment is valued at NAV and its redemption notice must be received by the fund 65 days prior to quarter end.

(2) Hedge fund: The fund is a multi-strategy fund of hedge funds that aims to pursue varying strategies in order to diversify risk and reduce volatility. The fund is a diversified portfolio offering investment solutions through activist long/short equity, credit/special situations, event drive and arbitrage, global long/short equity and other opportunistic situations. The investment is valued at NAV and its redemption notice must be received by the fund 90 days prior to quarter end.

Note 5 – Receivables

Accounts Receivable

Accounts receivable on September 30, 2024, for the City's individual major funds and non-major funds in the aggregate, are as follows:

	General	Non-major Governmental	Water	Sewer	Non-major Enterprise	Total
Account Receivable						
Billed	$ 2,581,495	$ -	$ 11,277,098	$ 2,800,480	1,778,073	$ 18,437,146
Taxes	1,866,669	-	-	-	-	1,866,669
Franchise fees	683,949	-	-	-	-	683,949
Intergovernmental	-	642,750	-	-	-	642,750
Grants	-	94,013	-	-	-	94,013
Other	1,643,650	15	59,228	93,526	-	1,796,419
Gross receivables	6,775,763	736,778	11,336,326	2,894,006	1,778,073	23,520,946
Less allowance for uncollectibles	1,132,485	-	6,121,436	1,700,359	1,352,272	10,306,552
Total account receivable	**$ 5,643,278**	**$ 736,778**	**$ 5,214,890**	**$ 1,193,647**	**$ 425,801**	**$ 13,214,394**

Receivables on September 30, 2024, consist primarily of billed and unbilled charges for services in the enterprise funds. The governmental funds' receivables consist of grants, taxes, and intergovernmental receivables mostly due from the state and county pursuant to shared revenue agreements; franchise fees and utility taxes paid in arrears. Other receivables include business tax receipts and fees charged to other municipalities for utility bill processing and collection.

Note 6 – Restricted Assets

Restricted assets are cash and investments held by the City that are likely to require repayment. These resources are classified as restricted cash with offsetting liabilities on the balance sheet. Bond proceeds are required to be expended for the projects for which the bonds were issued. Debt covenants are required to be maintained for servicing future debt service payments. Customer deposits are collected in the general, water, sewer, and building funds and are repaid to the customer at the time the account is closed or applied to the customer's final bill in the case of non-payment. Impact fees are restricted to be expended for capital project related projects. The restricted assets balances at year end are as follows:

	Bond Proceeds	Debt Service Requirements	Customer Deposits	Impact Fees	Total
Governmental activities:					
General Fund	$ -	$ -	$ 917,744	$ 2,106,867	$ 3,024,611
Nonmajor governmental funds	9,000,000	4,996	-	-	9,004,996
Total govenmental activities	9,000,000	4,996	917,744	2,106,867	12,029,607
Business-type activities:					
Water	5,025,286	4,210,263	4,425,378	11,709,867	25,370,794
Wastewater	-	1,228,548	507,965	2,078,726	3,815,239
Nonmajor enterprise funds	-	-	201,844	-	201,844
Total business-type activities	5,025,286	5,438,811	5,135,187	13,788,593	29,387,877
Total restricted assets	$ 14,025,286	$ 5,443,807	$ 6,052,931	$ 15,895,460	$ 41,417,484

Note 7 – Interfund Receivables, Payables and Transfers

Interfund Receivables

The purpose of all interfund receivables is to eliminate credit cash balances for financial statement presentation. Interfund receivables as of September 30, 2024, are as follows:

Fund	Due to Other Funds	Due from Other Funds
Governmental Activities		
General Fund	$ 182,014	$ 2,676,570
Non-major Governmental Funds	260,153	182,014
Total governmental activities	442,167	2,858,584
Business-type Activities		
Non-major Enterprise Funds	2,416,417	-
Total business-type activities	2,416,417	-
Total due to/from other funds	$ 2,858,584	$ 2,858,584

Interfund transfers

Interfund transfers into the general fund are used to allocate expenses to other operating funds. Allocated costs include general liability and worker's compensation insurances as well as administrative expenses. Interfund transfers into the non-major governmental funds are to provide for debt service payments and grant matching requirements. Interfund transfers made during fiscal year 2024 are as follows:

	Transfers In			
Transfers out	General Fund	Non-major Governmental Funds	Water Fund	Total
General Fund	$ -	$ 1,194	$ -	$ 1,194
CRA Fund	298,843	-	1,450,000	1,748,843
Non-major governmental funds	136,215	-	-	136,215
Water utility	5,764,193	-	-	5,764,193
Sewer utility	1,562,058	-	-	1,562,058
Non-major enterprise funds	1,961,582	-	7,000,000	8,961,582
Internal service funds	16,156	-	-	16,156
Total transfers out	**$ 9,739,047**	**$ 1,194**	**$ 8,450,000**	**$ 18,190,241**

Note 8 – Capital Assets

Capital assets activity for the year ended September 30, 2024 was as follows:

	Beginning Balance		Additions	Deletions	Ending Balance
Governmental Activities					
Capital assets not being depreciated nor amortized					
Land	$ 6,328,819		$ -	$ -	$ 6,328,819
Construction in progress	44,803,572		6,313,756	(4,150,707)	46,966,621
Total capital assets not being depreciated nor amortized	51,132,391		6,313,756	(4,150,707)	53,295,440
Capital assets being depreciated and amortized					
Buildings	29,763,967		198,805	-	29,962,772
Improvement other than buildings	33,512,835		4,004,634	-	37,517,469
Infrastructure	23,988,133		-	-	23,988,133
Lease assets - buildings	-		1,725,345	-	1,725,345
Lease assets - equipment	57,323	*	120,722	-	178,045
Subscriptions	1,701,592	*	604,396	(335,457)	1,970,531
Furniture, fixtures, machinery and equipment	36,257,424		1,675,197	-	37,932,621
Total capital assets being depreciated and amortized	125,281,274		8,329,099	(335,457)	133,274,916
Less accumulated depreciation and amortization					
Buildings	(29,004,622)		(110,570)	-	(29,115,192)
Improvement other than building	(24,785,277)		(1,246,052)	-	(26,031,329)
Infrastructure	(10,866,035)		(725,118)	-	(11,591,153)
Lease assets - buildings	-		(107,506)	-	(107,506)
Lease assets - equipment	(23,765)	*	(41,684)	-	(65,449)
Subscriptions	(532,629)	*	(741,303)	335,457	(938,475)
Furniture, fixture machinery and equipment	(31,082,233)		(1,492,784)	-	(32,575,017)
Total accumulated depreciation and amortization	(96,294,561)		(4,465,017)	335,457	(100,424,121)
Total capital assets being depreciated and amortized, net	28,986,713		3,864,082	-	32,850,795
Governmental activities capital assets, net	**$ 80,119,104**		**$ 10,177,838**	**$ (4,150,707)**	**$ 86,146,235**

* Beginning balances restated, refer to Note 16

Note 8 – Capital Assets (continued)

	Beginning Balance		Additions	Deletions	Ending Balance
Business-type Activities					
Capital assets not being depreciated nor amortized					
Land	$ 5,871,556		$ -	$ -	$ 5,871,556
Construction in progress	71,045,826		29,259,948	(2,421,699)	97,884,075
Total capital assets not being depreciated nor amortized	76,917,382		29,259,948	(2,421,699)	103,755,631
Capital assets being depreciated and amortized					
Buildings and utility plant	238,601,788		2,742,098		241,343,886
Lease assets - equipment	68,502		-	(3,522)	64,980
Lease assets - vehicles	1,025,431	*	-	-	1,025,431
Subscriptions	-	*	96,477	-	96,477
Machinery and equipment	20,562,057		1,290,292	-	21,852,349
Total capital assets being depreciated and amortized	260,257,778		4,128,867	(3,522)	264,383,123
Less accumulated depreciation and amortization					
Buildings and utility plant	(133,782,433)		(6,750,249)	-	(140,532,682)
Lease assets - equipment	(26,545)		(15,650)	3,522	(38,673)
Lease assets - vehicles	(375,943)	*	(214,048)	-	(589,991)
Subscriptions	-	*	(32,338)	-	(32,338)
Machinery and equipment	(17,448,551)		(578,427)	-	(18,026,978)
Total accumulated depreciation and amortization	(151,633,472)		(7,590,712)	3,522	(159,220,662)
Total capital assets being depreciated and amortized, net	108,624,306		(3,461,845)	-	105,162,461
Business-type activities capital assets, net	**$ 185,541,688**		**$ 25,798,103**	**$ (2,421,699)**	**$ 208,918,092**

* Beginning balances restated, refer to Note 16

Depreciation

Depreciation expense for fiscal year 2024 was charged to the following functions of the City:

Governmental Activities:	
General government	$ 2,483,000
Public safety	884,649
Parks & Recreation	194,942
Library	55,495
Public works	384,040
Information Technology	462,891
Total depreciation expense - governmental activities	$ 4,465,017
Business-type activities:	
Water	$ 6,142,902
Sewer	939,493
Non-major enterprise funds	458,143
Internal service fund	50,174
Total depreciation expense - business-type activities	$ 7,590,712

Note 8 – Capital Assets (continued)

Construction Commitments

Beginning in fiscal year 2009, the City received funding for various capital projects from the Florida Department of Environmental Protection State Revolving Loan Fund. These loans are considered grants from the U.S. Environmental Protection Agency passed-through the State of Florida and include $5.5 million of principal forgiveness. The awards include $10.0 million for the removal of volatile organic chemicals from drinking water produced by the City's utility plant, $10.3 million for the installation of an automated meter reading system for the City's water meters, $1.6 million to facilitate sewer connections to City facilities in the Highland Village neighborhood, $3.8 million for the inflow and infiltration reduction program, $3.6 million for the design and construction of a major sewer rehabilitation project.

Encumbrances

Purchase orders are issued throughout the fiscal year to encumber budgets in the governmental funds. Encumbrances as of September 30, 2024, are as follows:

Major Funds:	
General Fund	$ 1,900,804
CRA Fund	664,654
Other governmental funds	4,494,705
Total encumbrances	$ 7,060,163

Note 9 – Long-term Debt

The following schedule provides a summary of the changes in long-term debt for the fiscal year:

	Beginning Balance		Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:						
Bonds and notes payable:						
Direct borrowing:						
General obligation refunding note	$ 9,010,000		$ -	$ (1,720,000)	$ 7,290,000	$ 985,000
Direct placement:						
Special obligation bond	-		9,070,000	-	9,070,000	-
Total bonds and notes payable	9,010,000		9,070,000	(1,720,000)	16,360,000	985,000
Lease liability	33,366	*	1,846,067	(140,379)	1,739,054	350,469
Subscription liability	1,049,726	*	539,396	(648,146)	940,976	399,665
Net pension liability	91,091,040		27,484,531	(30,058,470)	88,517,101	-
Estimated claims	3,306,000		1,745,000	(532,000)	4,519,000	1,203,000
Compensated absences	3,452,393		640,307	(319,057)	3,773,643	943,410
Other post employment benefit liability	3,935,706		511,465	(3,703,987)	743,184	-
Governmental activities long-term liabilities	**$111,878,231**		**$ 41,836,766**	**$ (37,122,039)**	**$116,592,958**	**$ 3,881,544**

* Beginning balances restated, refer to Note 16

Note 9 – Long-term Debt (continued)

	Beginning Balance		Additions	Reductions	Ending Balance	Due Within One Year
Business-type activities:						
Revenue bonds	$ 74,330,000		$ -	$ (3,520,000)	$ 70,810,000	$ 3,595,000
Unamortized bond premiums	8,691,441			(491,232)	8,200,209	475,159
Direct placement:						
Revenue note	9,150,000		-	(650,000)	8,500,000	670,000
Total revenue bond and note payable	92,171,441		-	(4,661,232)	87,510,209	4,740,159
Safe drinking water revolving loans	10,740,061		-	(857,825)	9,882,236	880,205
Clean water revolving loans	4,600,838		-	(426,636)	4,174,202	435,217
Total bonds and loans	107,512,340		-	(5,945,693)	101,566,647	6,055,581
Lease liability	708,504	*	-	(225,172)	483,332	232,602
Subscription liability	-	*	96,477	(32,444)	64,033	64,033
Net pension liability	19,247,149		7,665,854	(7,160,225)	19,752,778	-
Compensated absences	791,565		151,909	(85,367)	858,107	214,527
Other post employment benefit liability	749,659		936,381	(1,356,060)	329,980	-
Business-type activities long-term liabilities	**$129,009,217**		**$ 8,850,621**	**$ (14,804,961)**	**$123,054,877**	**$ 6,566,743**

* Beginning balances restated, refer to Note 16

There are several limitations and restrictions contained in the various bond indentures. As of September 30, 2024, the City complies, in all material respects, with significant covenants and restrictions. Interest and principal payments have been made timely on all debt obligations.

Bonds and Notes Payable – Governmental funds

General Obligation Refunding Note, Series 2022

On February 22, 2022, the City entered into a direct borrowing general obligation refunding note in the amount of $9,190,000 to provide funds to currently refund the City's outstanding Promissory Note, Series 2011. The City refunded the Series 2011 note to reduce its debt service payments over the next nine (9) years to obtain an economic gain of $1,190,000. The note bears interest at a 1.520% rate, and is payable semiannually on May 1 and November 1, commencing on May 1, 2022. The note is secured by ad-valorem tax revenues. The note agreement includes a provision that in an event of default all amounts will immediately due and payable including interest and the interest rate shall be adjusted to the Default Rate (Prime Rate plus 6.00%). Ad-valorem tax revenues totaled $29,851,384 for the year.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	$ 985,000	$ 103,322	$ 1,088,322
2026	1,000,000	88,236	1,088,236
2027	1,025,000	72,846	1,097,846
2028	1,040,000	57,152	1,097,152
2029	1,060,000	41,192	1,101,192
2030-2031	2,180,000	33,288	2,213,288
	$ 7,290,000	$ 396,036	$ 7,686,036

Note 9 – Long-term Debt (continued)

Bonds and Notes Payable – Governmental funds (continued)

Taxable Special Obligation Bond, Series 2024

On September 17, 2024, the City entered into a direct placement special obligation bond in the amount of $9,070,000 to provide funds to settle the City of Miami Gardens v. City of North Miami Beach class action. The bond bears interest at a 4.93% rate, and is payable semiannually on May 1 and November 1, commencing on May 1, 2025. The bond is secured by non-ad valorem revenues. The bond agreement includes a provision that in an event of default all amounts will immediately due and payable including interest and the interest rate shall be adjusted to the Default Rate (applicable interest rate plus 4.00%). Non-ad valorem revenues totaled $45,676,926 for the year.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	$ -	$ 267,049	$ 267,049
2026	685,000	430,266	1,115,266
2027	760,000	394,647	1,154,647
2028	800,000	356,193	1,156,193
2029	840,000	315,767	1,155,767
2030-2034	4,865,000	899,109	5,764,109
2035	1,120,000	27,608	1,147,608
	$ 9,070,000	$ 2,690,639	$ 11,760,639

Revenue Bonds – Enterprise Funds

Water Revenue Bonds, Series 2020A

On January 29, 2020, the City issued $40,030,000 in revenue bonds to provide funds to finance all or a portion of the costs associated with additions, replacements, expansions or improvements to the City's water system infrastructure and to pay costs of issuance on the 2020A bonds. The bonds bear interest at a 5.00% rate, and is payable semiannually on February 1 and August 1, commencing on August 1, 2020. The bonds were issued at a premium of $10,267,113 and net proceeds from the bond issue were $50,297,113. The bond agreement includes a provision that in an event of default all amounts will immediately due and payable including interest to the bondholders.

The City covenants in the master Water Bond Declaration to charge rates and fees in connection with the operation of the water system which, when combined with other gross revenues, are adequate to generate net revenues in each fiscal year at least equal to (a) 1.10 times the annual debt service due in that fiscal year for outstanding bonds, (b) 1.00 times the annual bond debt service due in that fiscal year for any subordinate obligations (after subtracting the annual debt service from net revenues). Net water system revenues totaled $7,463,653 for the year.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	$ -	$ 1,978,750	$ 1,978,750
2026	-	1,978,750	1,978,750
2027	-	1,978,750	1,978,750
2028	-	1,978,750	1,978,750
2029	-	1,978,750	1,978,750
2030-2034	3,140,000	9,817,250	12,957,250
2035-2039	9,330,000	8,220,750	17,550,750
2040-2044	11,905,000	5,644,000	17,549,000
2045-2049	15,200,000	2,354,250	17,554,250
	$ 39,575,000	$ 35,930,000	$ 75,505,000

Note 9 – Long-term Debt (continued)

Revenue Bonds and Notes – Enterprise Funds (continued)

Taxable Water Revenue Refunding Bonds, Series 2020B

On January 29, 2020, the City issued $39,945,000 in revenue bonds to provide funds to currently refund the City's outstanding Water Revenue Refunding Bonds, Series 2012. The bonds bear interest at 2.34% to 2.66%. The City refunded Series 2012 bond to reduce its debt service requirement by $12,658,667 and to obtain an economic gain of $10,737,097. The bond agreement includes a provision that in an event of default all amounts will immediately due and payable including interest to the bondholders.

The City covenants in the master Water Bond Declaration to charge rates and fees in connection with the operation of the water system which, when combined with other gross revenues, are adequate to generate net revenues in each fiscal year at least equal to (a) 1.10 times the annual debt service due in that fiscal year for outstanding bonds, (b) 1.00 times the annual bond debt service due in that fiscal year for any subordinate obligations (after subtracting the annual debt service from net revenues). Net water system revenues totaled $7,463,653 for the year.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	$ 3,595,000	$ 758,808	$ 4,353,808
2026	3,670,000	684,356	4,354,356
2027	3,755,000	603,212	4,358,212
2028	3,845,000	516,434	4,361,434
2029	3,940,000	422,770	4,362,770
2030-2032	12,430,000	657,812	13,087,812
	$ 31,235,000	$ 3,643,392	$ 34,878,392

Sewer Revenue Note, Series 2020

On May 27, 2020, the City entered into a direct placement revenue note in the amount of $11,000,000 to provide funds to finance all or a portion of the costs associated with additions, replacements, expansions or improvements to the City's sewer system infrastructure and to pay costs of issuance on the 2020 note. The note bears interest at a 2.00% rate, and is payable semiannually on February 1 and August 1, commencing on August 1, 2020. The note agreement includes a provision that in an event of default all amounts will immediately due and payable including interest and the Default Rate.

The City covenants in the master Water Bond Declaration to charge rates and fees in connection with the operation of the water system which, when combined with other gross revenues, are adequate to generate net revenues in each fiscal year at least equal to (a) 1.15 times the annual debt service due in that fiscal year for outstanding bonds, (b) 1.00 times the annual bond debt service due in that fiscal year for any subordinate obligations (after subtracting the annual debt service from net revenues). Net sewer system revenues totaled $1,924,532 for the year.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	$ 670,000	$ 239,700	$ 909,700
2026	690,000	220,806	910,806
2027	710,000	201,348	911,348
2028	725,000	181,326	906,326
2029	750,000	160,881	910,881
2030-2034	4,070,000	475,452	4,545,452
2035	885,000	24,957	909,957
	$ 8,500,000	$ 1,504,470	$ 10,004,470

Note 9 – Long-term Debt (continued)

Safe Drinking Water Revolving Loans

DW130102

On August 15, 2010, the City was awarded a Safe Drinking Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $428,510. The loan interest rate is 2.71% and is payable semiannually on February 15 and August 15, commencing on February 15, 2011. The funding source for the loan is 100% from Federal funds.

DW130103

On April 15, 2012, the City was awarded a Safe Drinking Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $3,302,575. The loan interest rate is 2.50% and is payable semiannually on April 15 and October 15, commencing on October 15, 2012. The funding source for the loan is 100% from Federal funds.

DW130130

On October 15, 2015, the City was awarded a Safe Drinking Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $9,159,651. The loan interest rate is 2.60% and is payable semiannually on April 15 and October 15, commencing on April 15, 2016. The funding source for the loan is 100% from Federal funds.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
DW130102			
2025	$ 24,999	$ 4,184	$ 29,183
2026	25,681	3,502	29,183
2027	26,382	2,801	29,183
2028	27,102	2,082	29,184
2029	27,841	1,342	29,183
2030	28,602	583	29,185
Total DW130102	$ 160,607	$ 14,494	$ 175,101
DW130103			
2025	$ 355,569	$ 77,921	$ 433,490
2026	364,778	68,712	433,490
2027	374,225	59,265	433,490
2028	383,916	49,574	433,490
2029	393,860	39,630	433,490
2030-2032	1,243,866	56,604	1,300,470
Total DW130103	$ 3,116,214	$ 351,706	$ 3,467,920
DW130130			
2025	$ 499,637	$ 168,784	$ 668,421
2026	512,715	155,706	668,421
2027	526,138	142,283	668,421
2028	539,917	128,504	668,421
2029	554,060	114,361	668,421
2030-2034	2,995,901	346,204	3,342,105
2035-2036	977,047	25,586	1,002,633
Total DW130130	$ 6,605,415	$ 1,081,428	$ 7,686,843
Total Drinking Water Loans	$ 9,882,236	$ 1,447,628	$ 11,329,864

Note 9 – Long-term Debt (continued)

Safe Drinking Water Revolving Loans (continued)

The City covenants in the Safe Drinking Water Revolving Loan Agreements to charge rates and fees in connection with the operation of the water system which, when combined with other gross revenues, are adequate to generate net revenues in each fiscal year at least equal to (a) 1.15 times the annual debt service due in that fiscal year for outstanding bonds, (b) all coverage requirements of all senior and parity debt obligations. Net water system revenues totaled $7,463,653 for the year.

Clean Water Revolving Loans

WW130100

On November 15, 2010, the City was awarded a Clean Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $9,26,550. The loan interest rate is 1.94% and is payable semiannually on May 15 and November 15, commencing on May 15, 2011. The funding source for the loan is 100% from Federal funds.

WW130101

On November 15, 2010, the City was awarded a Clean Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $366,668. The loan interest rate is 1.86% and is payable semiannually on May 15 and November 15, commencing on May 15, 2011. The funding source for the loan is 100% from Federal funds.

WW130110

On September 15, 2012, the City was awarded a Clean Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $3,752,982. The loan interest rate is 2.10% and is payable semiannually on March 15 and September 15, commencing on March 15, 2013. The funding source for the loan is 100% from Federal funds.

WW745080

On September 15, 2013, the City was awarded a Clean Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $365,234. The loan interest rate is 2.05% and is payable semiannually on March 15 and September 15, commencing on March 15, 2014. The funding source for the loan is 100% from Federal funds.

WW745081

On May 15, 2015, the City was awarded a Clean Water Revolving Loan from the State of Florida Department of Environmental Protection (FDEP) for $3,247,685. The loan interest rate is 1.93% and is payable semiannually on May 15 and November 15, commencing on November 15, 2015. The funding source for the loan is 100% from Federal funds.

Debt service requirements to maturity for the fiscal year ended September 30, 2024 are summarized as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
WW130100			
2025	$ 63,776	$ 8,178	$ 71,954
2026	65,020	6,935	71,955
2027	66,287	5,668	71,955
2028	67,579	4,375	71,954
2029	68,897	3,058	71,955
2030-3031	105,872	2,061	107,933
Total WW130100	$ 437,431	$ 30,275	$ 467,706

Note 9 – Long-term Debt (continued)

Clean Water Revolving Loans (continued)

Year Ending September 30,	Principal	Interest	Total Debt Service
WW130101			
2025	$ 19,683	$ 2,409	$ 22,092
2026	20,050	2,042	22,092
2027	20,424	1,669	22,093
2028	20,805	1,288	22,093
2029	21,193	900	22,093
2030-2031	32,533	606	33,139
Total WW130101	$ 134,688	$ 8,914	$ 143,602
WW130110			
2025	$ 176,508	$ 31,016	$ 207,524
2026	180,233	27,291	207,524
2027	184,038	23,486	207,524
2028	187,924	19,600	207,524
2029	191,890	15,634	207,524
2030-2032	600,318	22,254	622,572
Total WW130110	$ 1,520,911	$ 139,281	$ 1,660,192
WW745080			
2025	$ 19,048	$ 3,722	$ 22,770
2026	19,441	3,329	22,770
2027	19,841	2,929	22,770
2028	20,250	2,520	22,770
2029	20,667	2,103	22,770
2030-2033	87,016	4,058	91,074
Total WW745080	$ 186,263	$ 18,661	$ 204,924
WW745081			
2025	$ 156,202	$ 35,822	$ 192,024
2026	159,231	32,792	192,023
2027	162,319	29,704	192,023
2028	165,467	26,557	192,024
2029	168,676	23,348	192,024
2030-2034	893,735	66,384	960,119
2035	189,279	2,744	192,023
Total WW745081	$ 1,894,909	$ 217,351	$ 2,112,260
Total Clean Water Loans	$ 4,174,202	$ 414,482	$ 4,588,684

The City covenants in the Clean Water Revolving Loan Agreements to charge rates and fees in connection with the operation of the sewer system which, when combined with other gross revenues, are adequate to generate net revenues in each fiscal year at least equal to (a) 1.15 times the annual debt service due in that fiscal year for outstanding bonds, (b) all coverage requirements of all senior and parity debt obligations. Net sewer system revenues totaled $1,924,532 for the year.

Note 9 – Long-term Debt (continued)

Authorized Debt

Water Infrastructure Finance and Innovation Act (WIFIA) Loan

On June 25, 2020, the Water Utility was awarded a loan from the United States Government under the WIFIA administered by the Environmental Protection Agency. The loan was issued at an amount not to exceed $44,204,486 and will be used for the Norwood Water Treatment Plant Upgrade and Transmission Main Improvements and Replacement Projects. The loan is secured by the Water Utility operating revenues, requires a 51% match and carries an interest rate of 1.36%. Interest becomes payable upon the first drawdown. The principal payback period begins five years after completion of the project which is estimated to be August 1, 2025. The first of 30 annual installments are due on August 1, 2031. As of September 30, 2024 no drawdown has occurred.

Leases

City as lessee

The City, as a lessee, has entered into various lease agreements involving printing equipment and motor vehicles. The lease terms for the leases vary from 28 months to 60 months. The discount rate used for the calculation of the lease liability varies depending on the length of the respective leases and ranged from 0.248% to 8.370%. As of September 30, 2024, the City's lease assets are recorded as $2,993,801, less accumulated amortization of $801,619.

As of September 30, 2024, the City had minimum principal and interest payment requirements for its leasing activities with a remaining term in excess of one (1) year, as follows:

Year Ending September 30,	Principal Payments	Interest Payments	Total Debt Service
Governmental Actvities:			
2025	$ 350,469	$ 124,031	$ 474,500
2026	367,196	97,665	464,861
2027	363,322	69,468	432,790
2028	378,932	39,745	418,677
2029	279,135	8,956	288,091
Total	$ 1,739,054	$ 339,865	$ 2,078,919
Business-type Activities:			
2025	$ 232,602	$ 18,778	$ 251,380
2026	187,363	8,251	195,614
2027	63,367	1,527	64,894
Total	$ 483,332	$ 28,556	$ 511,888

City as Lessor

The City, as a lessor, has entered into lease agreements involving communication site easements. The total amount of inflows of resources, including lease revenue, interest revenue, and other lease-related inflows, recognized during the fiscal year was $ 72,703.

The first lease arrangement is with New Cingular Wireless PCS LLC (doing business as AT&T Wireless) for the lease of land and easement rights on City property to facilitate the installation and maintenance of utility poles, cables, and other infrastructure for a wireless communications site. The lease was entered into effective August 1, 1996 and amended in November 2010, with an automatic extension for ten (10) additional five-year terms, unless one of the parties elects to terminate the agreement in writing. The lease currently terminates on July 30, 2026. The lease calls for annual payments to be made in the amount of $27,000 beginning in 2010 and increases annually by the Consumer Price Index (CPI), not to exceed 4.00% per year. Lease revenue recognized for this lease in 2024 totaled $35,704.

Note 9 – Long-term Debt (continued)

Leases (continued)

City as Lessor (continued)

The second lease arrangement is with Metro PCS LLC (doing business as T-Mobile) for the lease of land and easement rights on City property to facilitate the installation and maintenance of utility poles, cables, and other infrastructure for a wireless communications site. The lease was entered into effective April 1, 2009 and originally terminated on January 25, 2020, with an automatic extension for four (4) additional five-year terms, unless one of the parties elects to terminate the agreement in writing. The lease currently terminates on March 31, 2029. The lease calls for annual payments to be made in the amount of $24,000 beginning in 2009 and increases 15% every five (5) years. Lease revenue recognized for this lease in 2024 totaled $36,999.

As of September 30, 2024, the City had minimum principal and interest lease receivable payments for its leasing activities with a remaining term in excess of one (1) year as follows:

Year Ending September 30,	Principal Payments	Interest Payments	Total Payments
Governmental Activities:			
2025	$ 13,575	$ 19,437	$ 33,012
2026	14,047	18,965	33,012
2027	14,535	18,477	33,012
2028	15,040	17,971	33,011
2029	15,563	17,448	33,011
2030 - 2034	86,320	78,738	165,058
2035 - 2039	102,407	62,651	165,058
2040 - 2044	121,493	43,566	165,059
2045 - 2049	144,135	20,923	165,058
2050 - 2051	31,903	1,108	33,011
Total	$ 559,018	$ 299,284	$ 858,302
Business-Type Activities:			
2025	$ 28,214	$ 8,287	$ 36,501
2026	28,964	7,537	36,501
2027	29,735	6,766	36,501
2028	30,525	5,976	36,501
2029	36,813	5,164	41,977
2030 - 2034	157,306	10,598	167,904
Total	$ 311,557	$ 44,328	$ 355,885

Subscription Based Information Technology Arrangements (SBITA)

The City has entered into various SBITA assets that it contracts through cloud computing arrangements, such has software as a service and platform as a service. The SBITAs vary from 18 months to 60 months. The discount rate used for the calculation of the SBITA liability varies depending on the length of the respective SBITAs and ranged from 2.707% to 3.511%. The related obligations are presented in the amounts equal to the present value of subscriptions payments, payable during the remaining SBITA term.

Note 9 – Long-term Debt (continued)

Subscription Based Information Technology Arrangements (SBITA) (continued)

As of September 30, 2024, the City had minimum principal and interest payment requirements for its SBITA activities, with a remaining term in excess of one (1), as follows:

Year Ending September 30,	Principal Payments	Interest Payments	Total Debt Service
Governmental Actvities:			
2025	$ 399,665	$ 31,873	$ 431,538
2026	322,026	18,478	340,504
2027	107,751	7,699	115,450
2028	111,534	3,916	115,450
Total	$ 940,976	$ 61,966	$ 1,002,942
Business-type Activities:			
2025	$ 64,033	$ 869	$ 64,902
Total	$ 64,033	$ 869	$ 64,902

Note 10 – Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors or omissions; workers' compensation; and health care of its employees. The City purchases commercial insurance to provide coverage for property and cyber liability. There have been no significant reductions in insurance coverage for any risk of loss in the past year and settled claims have not exceeded the commercial coverage in any of the past three years. However other risks, such as workers' compensation, general liability, and automobile liability are accounted for and financed by the City in the General Fund.

Self-Insurance

For general liability and automobile liability, the City is protected by Florida Statute 768.28, which limits liability losses to $200,000 per person and $300,000 per occurrence. For workers' compensation, the City is covered by an excess loss contract that provides specific stop-loss coverage for claims in excess of $1,000,000 per individual. Settled claims have no exceeded this coverage in the last three (3) years.

All funds of the City participate in the risk management program. Amounts payable to the General Fund are based on actuarial estimates of the amounts necessary to pay prior and current year claims. The self-insurance funds, which are included in the General Fund, have assigned fund balances of approximately $4.9 million on September 30, 2024.

A liability for a claim is established if information indicates that it is probably that a liability has been incurred at the date of the financial statements and the amount of the loss is reasonably estimable. Liabilities include an estimated amount for claims that have been incurred but not reported (IBNR). Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of pay-outs and other economic factors.

Balances and changes in the balances of claims liabilities during the past two fiscal years are as follows (in thousands):

	2024	2023
Unpaid claims, beginning	$ 3,306	$ 2,812
IBNR claims	1,701	954
Claim payments	(488)	(460)
Unpaid claims, ending	$ 4,519	$ 3,306

Note 10 – Risk Management (continued)

Contingent Liabilities

Federal and State programs were audited in accordance with the provisions of the Single Audit Act, the U.S. Office of Management and Budget Uniform Guidance, and the Rules of the Auditor General of the State of Florida. Pursuant to those provisions, financial assistance programs were tested for compliance with applicable grant requirements. Grantor agencies may subject grant programs to additional compliance tests, which could result in disallowed expenditures. Future disallowances of grant program expenditures, while not expected, could be material.

Litigation

The City is the defendant in several lawsuits' incidental to its operations. Based upon the City Attorney's evaluation of pending cases, the estimated liability to which the City might be exposed as of September 30, 2024 is below $1.0 million. This amount excludes the $ 9.0 million settlement for the Miami Gardens v. City of North Miami Beach class action lawsuit. Refer to Note 9 for additional details. This was funded by the issuance of the Taxable Special Obligation Bond, Series 2024 bond.

Note 11 – Employee Retirement Systems

The City sponsors and maintains three (3) public employee retirement systems (PERS) administered by separate pension boards of trustees that provide retirement, death and disability benefits: the Retirement Plan for General Employees of the City of North Miami Beach (the General Employee Plan), the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach (the Police and Firefighters Plan) and the Retirement Plan and Trust for the General Management Employees of the City of North Miami Beach (General Management Plan).

The Retirement Plan for General Employees of the City of North Miami Beach and the Retirement Plan for Police Officers and Firefighters of the City of North Miami Beach issue a publicly available report that includes financial statements and required supplementary information for the Plans. These reports may be obtained by writing to: City of North Miami Beach Employees' Retirement System, 17011 NE 19th Ave., North Miami Beach, Florida 33162.

Plan Membership

As of the latest actuarial valuations, membership in each of the City's pension plans are as follows:

	General Employees	Police & Firefighters	General Management Employees
Actuarial valuation date	October 1, 2023	October 1, 2022	October 1, 2023
Plan members:			
Currently receiving or entitled to receive benefits	338	172	43
Active employees	168	75	4
Total members	506	247	47

Summary of Significant Accounting Policies

Basis of Accounting

Public Employee Retirement Systems (PERS) financial statements are prepared using the accrual basis of accounting. Employee and employer contributions are recognized as revenues in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan.

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

General Employee Plan

The General Employee Plan is a single-employer defined benefit pension plan established by ordinance No. 65-30 and is also governed by certain provisions of Florida Statutes Chapters 112.

Eligibility

After two (2) years of credited service, each permanent full-time regular employee or contract employee of the City is eligible to participate in the General Employee Plan, except for City Councilpersons and the City Attorney.

Administration

Management of the General Employee Plan is vested in the Board, which consists of five members. Three (3) individuals appointed by the Mayor and ratified by the City Council, at least two (2) of whom shall be elected officials, and two members from employees participating in the General Employee Plan elected by a majority, unless otherwise prohibited by law.

Vesting

Benefits are fully vested after 6 years of credited service if attained prior to September 30, 2013, and 10 years thereafter.

Eligibility for Retirement

Attainment of age 62 or age 55 with 20 years of credited service; or attainment of age 55 with 15 years of credited service, or completion of 20 years of credited service; or attainment of age 62 with 10 years of credited service, or age 60 with 25 years of credited service depending on bargaining unit and hire date.

Annual Retirement Benefit

Normal retirement benefits are based upon 3.0% of "final monthly compensation"(“FMC”), as defined by the pension plan, times years of credited service through December 31, 2013, and 2.5% of “FMC” times credited service after December 31, 2013.

Other Benefits

The Plan provides for optional retirement benefits, early retirement, deferred retirement, deferred retirement option program (DROP) disability retirement and death benefits to some members.

Employee Contributions

Employees contribute 7% of their basic annual compensation beginning after two years of service. If any employee leaves covered employment before vesting, accumulated employee contributions plus interest are refunded to the employee.

City Contributions

City contributions are based upon actuarially determined amounts, which together with employee contributions and fund earnings, are sufficient to fund the plan. The City’s actuarially determined and actual contribution amount for the current year was $4,337,182 and $4,354,777, respectively, or 40.06% of covered payroll.

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

General Employee Plan (continued)

Actuarial methods and assumptions

Actuarially determined contribution amounts for the Plan for the current year were determined as part of the October 1, 2023, actuarial valuation using the entry age normal cost method. Additional information as of the latest actuarial valuation follows:

Valuation Date	October 1, 2023
Actuarial cost method	Entry age normal
Amortization method	Level percent of pay, closed
Remaining amortization period	30 years
Asset valuation method	Smoothed market value
Actuarial Assumptions	
Investment rate of return	7.35%
Projected salary increases	3.5% to 5.0%
Cost of living adjustments	0%, 0.75%, 2.25%
Inflation	2.75%

For healthy participants during employment, PUB-2010 Headcount Weighted General Below Median Employee Mortality Table, separate rates for males and females, set back 1 year for males, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

For healthy participants post employment, PUB-2010 Headcount Weighted General Below Median Healthy Retiree Mortality Table, separate rates for males and females, set back 1 year for males, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

For disabled participants, PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table, separate rates for males and females, both set forward 3 years, without projected mortality improvements.

Police and Firefighter Plan

The Police and Firefighter Plan is a single-employer defined benefit pension plan that provides pension benefits for all full time sworn police officers and certain former firefighters. The Police and Firefighter Plan was established under the provisions of City Ordinance 65-30 and is also governed by certain provisions of Florida Statutes Chapters 112, 175, and 185.

Eligibility

The Police and Firefighter Plan covers full time sworn officers and certain former firefighters. The plan is closed for all new firefighters as of April 1, 1978. Participants enter the Plan on the first day of employment or January 1, 1990 for any employee who was a participant in the Retirement Plan for Employees of the City of North Miami Beach (effective October 1, 1965)

Administration

Management of the Police and Firefighter Plan is vested in the Board, which consists of five (5) members, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City who shall be elected officials original appointment designees. Two (2) of whom shall be police officers, including participants in the DROP, and/or firefighters, as defined in Article II who shall be elected by a majority of the police officers, including DROP participants and firefighters who are participants of the Police and Firefighter Plan. One (1) shall be chosen by a majority of the previous four members. Upon receipt of the fifth person's name, the City Council shall, as a ministerial duty, appoint such person to the Board as its fifth member.

Vesting

Benefits are fully vested after ten years of credited service.

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

Police and Firefighter Plan (continued)

Eligibility for Retirement

Normal retirement is the earlier of age 52 or 22 years of service for firefighters and the earlier of age 52 or 20 years of credited service for police officers vested on or before January 31, 2018. As of January 31, 2018, normal retirement is the earlier of age 55 or 25 of credited services for both police officers and firefighters.

Annual Retirement Benefit

Normal retirement benefits are based upon 3.3% for firefighters and 3% for police officers of "final monthly compensation", as defined by the pension plan, multiplied by years of credited service.

Other Benefits

The Plan also provides for optional retirement benefits, early retirement, deferred retirement, deferred retirement option program (DROP) disability retirement and death benefits.

Employee Contributions

Police officers are required to contribute 11.1% (pre-tax) of their basic annual compensation. Firefighters are no longer required to contribute to the Police and Firefighter Plan.

City Contributions

City contributions are based upon actuarially determined amounts, which together with employee and state contributions and fund earnings are sufficient to fund the plan. The City's actuarially determined and actual contribution amounts for the current year was $8,667,867 or 101.38% of covered-employee payroll.

Actuarial methods and assumptions

Pursuant to Florida Statutes Section 185 and Section 175, the State of Florida makes contributions to fund police and firefighter benefits. These State contributions were recognized as revenue and expenditures by the City. During fiscal year 2024, the amounts were $519,709 and $432,568 for police and firefighters, respectively. Information related to the latest actuarial valuation, follows:

Valuation Date	October 1, 2023
Actuarial cost method	Entry age normal
Amortization method	Level percent closed
Remaining amortization period	30 years
Asset valuation method	Smoothed market value
Investment rate of return	7.50%
Projected salary increases	3.00%
Cost of living adjustments	2.5% on or before 1/31/2016
	1.5% after 1/31/2016
Inflation	2.75%

Mortality: For active male - Pub-2010 Safety Employees, headcount weighted, below median, set forward one year, projected with Scale MP-2018. For female - Pub-2010, Safety Employees, headcount weighted, set forward one year, projected with Scale MP-2018. For health inactive male - Pub-2010, Safety Retirees, headcount weighted, below median, set forward one year, projected with Scale MP- 2018. For healthy inactive female - Pub-2010, Safety Retirees, headcount weighted, set forward one year, projected with Scale MP-2018. For disabled participants - Blend of 80% headcount weighted Pub-2010 General Disabled Retiree rates and 20% headcount weighted Pub-2010 Safety Disabled Retiree rates, no projection scale.

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

General Management Plan

The General Management Plan is a single-employer defined benefit pension plan established by ordinance 2002-30 dated January 7, 2003, and effective February 1, 2023. The Florida Municipal Pension Trust Fund, a division of the Florida League of Cities, administers the Plan.

Eligibility

All General Management Employees hired prior to July 18, 2017, i.e. unclassified management employees who are not members of any other City sponsored Pension Plan. This Plan is closed to new members as of July 18, 2017.

Charter Officers (City Clerk, City Attorney or City Manager) appointed on or after April 22, 2014, who are hired from outside the City are not eligible to participate in this Plan.

An individual who is initially appointed as a Charter Officer on or after May 6, 2014, and who, prior to such appointment, was employed by the City, may elect to discontinue their participation in the Plan by filing a written election with the Plan Administrator within 30 days following the effective date of appointment as Charter Officer.

Administration

The Board shall consist of five (5) members as follows: the City Manager or his or her designee; an elected official nominated by the Mayor and ratified by the City Commission; the City Attorney or his or her designee; and one (1) active Plan member and one (1) retired Plan member appointed by the other three (3) members.

Vesting

Benefits are fully vested after six years of credited service, 50% after four years.

Eligibility for Retirement

Normal retirement is the attainment of the age at which normal social security benefits may be collected with four years of service.

Annual Retirement Benefit

Normal retirement benefits are based upon 3% of "average final compensation", as defined by the pension plan, times the number of years of credited service prior to February 1, 2013, and 2% thereafter.

Employee Contributions

Management personnel contribute 8% (pre-tax) of their basic annual compensation. Refund of employee contributions will be credited with 3% interest.

City Contributions

City contributions are based upon actuarially determined amounts, which together with employee contributions and fund earnings are sufficient to fund the Plan. The City’s actuarially determined and actual contribution amount for the current year was $482,275 and $388,500, respectively, or 151.89% of covered payroll.

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

General Management Plan (continued)

Actuarial methods and assumptions

Actuarially determined contribution amounts for the Plan for the current year were determined as part of the October 1, 2023, actuarial valuation using the aggregate actuarial cost method.

Additional information related to the actuarial valuation follows:

Valuation Date	October 1, 2023
Actuarial cost method	Aggregate
Amortization method	Level dollar, fixed
Remaining amortization period	18 years
Asset valuation method	Market value
Actuarial Assumptions	
Investment rate of return	7.50%
Inflation	2.76%
Projected salary increases	4.00%
Cost of living adjustments (prior to February 1, 2013)	2.25%

Mortality: Pre-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for general employees, with full generational improvements inmortality using Scale MP-2018 and with male ages set back one year; post-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Healthy Retiree Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.

Florida Retirement System (FRS) and Retiree Health Subsidy Program (HIS)

The City contributes to the FRS and HIS on behalf of its elected officials. FRS is a cost-sharing multiple employers defined benefit pension plan established by and administered in accordance with Chapter 121, Florida Statutes. HIS is a cost-sharing multiple employers defined benefit pension plan established by and administered in accordance with section 112.363, Florida Statutes. The City's covered payroll for the 7 elected officials covered by the FRS and HIS for the year ended September 30, 2024, was $20,965.

Vesting

Benefits are fully vested after eight years of credited service.

Eligibility for Retirement

Normal retirement is the attainment of the age 65 or after 33 years of creditable service.

Annual Retirement Benefit

Normal retirement benefits are based upon 3% of "average final compensation", as defined by the pension plan, times the number of years of credited service.

Employee Contributions

Elected officials contribute 3% of their basic annual compensation.

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

Florida Retirement System (FRS) and Retiree Health Subsidy Program (HIS) (continued)

City contributions

City contributions are established by the Florida Legislature. The City's proportionate share of pension contributions and allocated contributions were as follows:

	Florida Retirement System	
Contribution Period	**Proportion**	**Contribution**
July 1, 2021 to June 30, 2022	0.000234014%	$ 9,986
July 1, 2022 to June 30, 2023	0.000233181%	11,217
July 1, 2023 to June 30, 2024	0.000195089%	11,047

	Health Insurance Subsidy	
Contribution Period	**Proportion**	**Contribution**
July 1, 2021 to June 30, 2022	0.000059277%	$ 359
July 1, 2022 to June 30, 2023	0.000054164%	356
July 1, 2023 to June 30, 2024	0.000047793%	405

Actuarial methods and assumptions

Actuarially determined contribution amounts for the Plan for the current year were determined as part of the July 1, 2024, actuarial valuation using the aggregate actuarial cost method.

Additional information related to the actuarial valuation follows:

Actuarial Assumptions	FRS	HIS
Valuation Date	July 1, 2024	July 1, 2024
Actuarial cost method	Individual Entry Age	
Amortization method	Level percent, closed	
Remaining amortization period	Amortized over 30 years as level percentage of Tier 1 pay	
Asset valuation method	5 years smoothed	
Investment rate of return	6.70%	3.93%
Inflation	2.40%	
Projected salary increases	3.50%	
Cost of living adjustments	3% for pre-July 2011 benefit service; 0% thereafter	
Mortality: PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2021.		

Additional audited financial information, Annual Comprehensive Financial Report and actuarial reports may be obtained by contacting the Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
PO Box 9000
Tallahassee, FL 32315-9000

Note 11 – Employee Retirement Systems (continued)

Summary of Significant Accounting Policies (continued)

Plan Descriptions (continued)

Florida Retirement System (FRS) and Retiree Health Subsidy Program (HIS) (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.35% for the Retirement Plan for the General Employees, 7.50% for the Retirement Plan for Police Officers and Firefighters, 7.50% for the Retirement Plan and Trust for General Management Employees, 6.70% for the FRS and 3.93% for the HIS Program. These rates were based on the expected rate of return on Plan investments. The projection of cash flows used to determine this discount rate assumed member contributions will be made at the current contribution rate and employer contributions will be made at rates equal to the difference between actuarially determined current contribution rates and the member contribution rate. Based on these assumptions, the pension Plan's fiduciary net position was projected to be available to make all projected future expected benefit payments of current Plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to the Discount Rate Assumption

The following table presents the City's net pension liability calculated using the current discount rates and the liability using discount rates that are one percentage point lower and one percentage point higher than the current rates to indicate the sensitivity of the net pension liability to changes in discount rate assumptions.

Retirement Plan	1% Decrease	Currrent Discount Rate	1% Increase
General Employees (7.35%)	$ 59,159,792	$ 44,618,880	$ 32,497,049
Police and Firefighters (7.50%)	82,760,135	63,568,360	47,607,302
General Management (7.50%)	1,035,245	(922,656)	(2,591,134)
Florida Retirement System (6.70%)	132,748	75,470	27,486
Health Insurance Subsidy (3.93%)	8,161	7,169	6,346

Long-term Expected Rate of Return

Long-term expected rates of return on the Plans' investments were determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Note 11 – Employee Retirement Systems (continued)

Net Pension Liability (continued)

Long-term Expected Rate of Return (continued)

Best estimates of arithmetic real rates of return for each major asset class included in the General Employees, the Police and Firefighters and the General Management Employees Plans' target asset allocations as of October 1, 2023, and the Florida Retirement System Plan as of July 1, 2024, are summarized in the following table:

Retirement Plan	Asset Class	Long-Term Expected Real Rate of Return
General Employees	Large Cap Value	6.84%
	Large Cap Growth	7.04%
	Small/Mid Cap Value	7.49%
	Mid Cap Growth	7.34%
	International Value	5.94%
	International Growth	5.94%
	Long/Short Credit	4.04%
	Infrastructure	4.14%
	Real Estate	5.54%
	Fixed Income	1.64%
Police and Firefighters	Large Cap Value	6.80%
	Large Cap Growth	7.00%
	Small/Mid Cap Value	7.55%
	Mid Cap Growth	7.40%
	International Value	5.90%
	International Growth	5.90%
	Infrastructure	4.30%
	Real Estate	6.20%
	Fixed Income	1.50%
General Management	Core Bonds	1.60%
	Core Plus	2.10%
	US Large Cap Equity	4.60%
	US Small Cap Equity	5.50%
	Non-US Equity	6.70%
	Core Real Estate	5.00%
Florida Retirement System	Cash	3.30%
	Fixed Income	5.60%
	Global Equity	7.00%
	Real Estate	6.80%
	Private Equity	8.80%
	Strategic Investments	6.20%

The Health Insurance Subsidy plan is not pre-funded and therefore uses the municipal bond rate of 3.93% to calculate the total pension liability of the plan.

Note 11 – Employee Retirement Systems (continued)

Changes in the Net Pension Liability

The Schedule of Changes in the City's Net Pension Liability and Related Ratios and Schedule of Contributions presented as Required Supplementary Information following the Notes to the Financial Statements present multiyear trend information about the City's pension liability and its progress toward funding that liability over time.

	Retirement Plan					
	General Employees	Police and Firefighters	General Management Employees	Florida Retirement System	Health Insurance Subsidy	Total
Total pension liability - beginning	$ 122,361,009	$ 162,253,509	$ 20,799,440	$ 527,465	$ 8,971	$ 305,950,394
Changes for the year						
Service cost	846,024	1,941,088	34,363	5,945	150	2,827,570
Interest	9,122,505	11,825,226	1,496,244	29,129	287	22,473,391
Difference betw een expected and actual experience	911,699	1,393,039	453,417	2,878	1	2,761,034
Change of assumptions	-	(430,664)	-	9,209	(437)	(421,892)
Change in employer proportion	-	-	-	(86,165)	(1,055)	(87,220)
Adjustment for Chapter 175/185 reserves	-	382,076	-	-	-	382,076
Benefit payments and refunds	(8,308,027)	(13,290,090)	(1,698,766)	(25,378)	(387)	(23,322,648)
Changes in benefit terms	4,136,051	1,963,408	160,164	-	-	6,259,623
Net change in total pension liability	6,708,252	3,784,083	445,422	(64,382)	(1,441)	10,871,934
Total pension liability - ending (a)	$ 129,069,261	$ 166,037,592	$ 21,244,862	$ 463,083	$ 7,530	$ 316,822,328
Plan fiduciary net position - beginning	$ 79,519,048	$ 96,113,826	$ 19,544,411	$ 434,550	$ 369	$ 195,612,204
Employer contributions	3,921,205	6,428,387	388,500	11,047	405	10,749,544
Employee contributions	710,174	1,239,445	33,298	1,577	-	1,984,494
Other contributions	-	927,541	-	-	-	927,541
Interest	-	-	1,416,396	-	-	1,416,396
Net investment income	8,831,141	11,321,993	2,549,240	36,861	18	22,739,253
Change in employer proportion	-	-	-	(70,987)	(44)	(71,031)
Benefit payments	(8,308,027)	(13,290,090)	(1,698,766)	(25,378)	(387)	(23,322,648)
Administrative expenses	(223,160)	(275,958)	(65,561)	(57)	-	(564,736)
Other changes	-	4,088	-	-	-	4,088
Net change in plan fiduciary net position	4,931,333	6,355,406	2,623,107	(46,937)	(8)	13,862,901
Plan fiduciary net position - ending (b)	$ 84,450,381	$ 102,469,232	$ 22,167,518	$ 387,613	$ 361	$ 209,475,105
Net pension liability (asset) (a-b)	$ 44,618,880	$ 63,568,360	$ (922,656)	$ 75,470	$ 7,169	$ 107,347,223

Note 11 – Employee Retirement Systems (continued)

Pension Expense, Deferred Outflows and Deferred Inflows of Resources Related to Pensions

Deferred outflows and inflows of resources and pension costs related to pensions are as follows:

	General Employees	Police and Firefighters	General Management Employees	Florida Retirement System	Health Insurance Subsidy	Total
Deferred outflows						
Difference between expected and actual experience	$ 431,857	$ 1,079,565	$ -	$ 7,624	$ 69	$ 1,519,115
Difference between expected and actual earnings on investments	4,178,105	8,511,715	-	-	-	12,689,820
Changes in assumptions	-	-	33,040	10,344	127	43,511
Changes in employer proportion	-	-	-	1,057	73	1,130
Subtotal	4,609,962	9,591,280	33,040	19,025	269	14,253,576
Contributions subsequent to the measurement date	4,337,182	8,667,867	-	2,844	108	13,008,001
Total deferred outflows and contributions subsequent to the measurement date	$ 8,947,144	$ 18,259,147	$ 33,040	$ 21,869	$ 377	$ 27,261,577
Deferred inflows						
Difference between expected and actual experience	$ -	$ 21,444	$ 219	$ -	$ 14	$ 21,677
Changes in assumptions	-	276,855	-	-	849	277,704
Difference between expected and actual earnings on investments	-	-	1,134,825	5,016	3	1,139,844
Changes in employer proportion	-	-	-	16,467	1,551	18,018
Total deferred inflows	$ -	$ 298,299	$ 1,135,044	$ 21,483	$ 2,417	$ 1,457,243
Pension expense	$ 6,328,570	$ 7,051,738	$ 648,255	$ 7,399	$ (108)	$ 14,035,854

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to fiscal year end will be recognized as a reduction of the net pension liability in the subsequent reporting period. Other amounts reported as deferred outflows and deferred inflows of resources related to pension expense will be recognized as follows:

	Deferred Outflows (Inflows) of Resources				
Fiscal Year:	General Employees	Police and Firefighters	General Management Employees	Florida Retirement System	Health Insurance Subsidy
2023	$ 1,642,097	$ 3,115,694	$ (273,864)	$ (6,218)	$ (418)
2024	869,016	2,577,190	308,748	7,835	(471)
2025	2,695,990	4,459,365	(627,040)	(1,813)	(507)
2026	(597,141)	(859,268)	(509,848)	(2,259)	(409)
2027	-	-	-	(3)	(270)
Thereafter	-	-	-	-	(73)
	$ 4,609,962	$ 9,292,981	$ (1,102,004)	$ (2,458)	$ (2,148)

Note 11 – Employee Retirement Systems (continued)

Management Employees Excess Benefits Plan

Plan Description

On January 7, 2003, the City established the Management Employees Excess Benefit Plan as part of the General Management Employees Pension Plan to be an unfunded, nonqualified excess benefit plan, containing the terms and provisions set forth in the subpart (Sec. 15-341) and intended to be a qualified governmental excess benefit arrangement as defined in Section 415 (m) (3) of the Internal Revenue Code.

Excess Benefit Participants. Any member of the Retirement Plan and Trust for General Management Employees whose retirement benefit exceeds the maximum benefit under Section 415 of the Code is a participant.

Benefits Provided

A participant shall be eligible to receive benefits after termination of employment, as an unrestricted monthly benefit that otherwise would have been received under the terms of the Retirement Plan and Trust for General Management Employees in the absence of IRS Code Section 415 limits.

Funding Policy

The City cannot advance fund assets, or any benefit payable under the Plan, and any assets held by the Plan during any period can only pay benefits coming due or the expenses of the plan during the period. The City cannot restrict any assets to provide funding for these benefits. The City has in the past and will continue to stand by its obligation to pay these benefits from its annual budgeted funds, as the liability becomes payable under this plan. An actuarial valuation has not been performed because the plan costs must be paid on an annual basis. A schedule of changes in net pension liability has not been provided as the plan does not maintain assets. Accordingly, the plan held no assets on September 30, 2024. The City's annual pension cost on September 30, 2024, is as follows:

Annual required contribution	$	368,666
Annual pension cost		368,666
Contributions made		368,666
Change in net pension liability		-
Net pension liability, beginning of year		-
Net pension liability, end of year	$	-

Retirement Plan and Trust for General Management Employees

On July 18, 2017, City Commission approved Ordinance 2017-8 to close the Retirement Plan and Trust for General Management Employees to new members and provided for the option of existing non-vested plan members to transfer to the Management Employee Defined Contribution Money Purchase Plan. As part of that ordinance, the Money Purchase Plan was also amended to reduce the City's contribution from 17% of members' salary to 10%.

Separate stand-alone financial statements are not issued for the Retirement Plan and Trust for General Management Employees. Therefore, presented below are the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position for the current year:

Note 12 – Defined Contribution Plan

The City is a single employer that contributes to two Money Purchase Plans, which are defined contribution pension plans created in accordance with Internal Revenue Code 401(a). The City contributes 10% of annual covered payroll and the employee is required to contribute 5% for the Management Plan. The City contributes 20% of annual covered payroll and the employee is not required to contribute to the Charter Officer Plan. During the fiscal year ending September 30, 2024, the City made $42,537 contributions to the Charter Officer Plan and approximately $325,540 to the Management Plan. Plan provisions and contribution requirements are established and may be amended by the City Manager.

Note 12 – Defined Contribution Plan (continued)

Statement of Fiduciary Net Position
Retirement Plan and Trust for General Management Employees
As of September 30, 2024

Assets		
Investments at fair value	$	21,778,321
Other receivables		432,202
Net Position		
Net position restricted for pensions	$	22,210,523

Statement of Changes in Fiduciary Net Position
Retirement Plan and Trust for General Management Employees
For the Year Ended September 30, 2024

Additions		
Contributions:		
Employer	$	722,709
Employees		35,328
Investment income:		
Net appreciation in fair value of investments		3,965,636
Investment expenses		(65,561)
Total additions		4,658,112
Deductions		
Pension benefit payments		1,698,766
Administrative expenses		300,969
Total deductions		1,999,735
Increase in net position		2,658,377
Net position - beginning		19,552,146
Net position - ending	$	22,210,523

Note 13– Other Post-Employment Benefits (OPEB)

Description of Benefits

In addition to providing the pension benefits described, the City provides optional post-employment healthcare coverage to eligible individuals, as well as dental and vision benefits. In addition, all retirees are covered by a group life insurance policy under a single-employer plan. The plan does not issue a separate stand-alone financial report.

Eligibility

Eligible individuals include certain regular employees of the City of North Miami Beach who retire from active service and are eligible for retirement or disability benefits under one of the pension plans sponsored by the City. Elected officials elected prior to October 1, 2008, are eligible after serving at least four terms. In most cases, eligibility for healthcare coverage also includes spouses and dependent children. Spousal coverage generally ends at age 65 or after the employee's death.

As of the valuation date of October 1, 2023, the following employees were covered by the benefit terms:

Active plan members	329
Inactive plan members and beneficiaries currently receiving benefits	357
Total	686

Note 13 – Other Post-Employment Benefits (OPEB) (continued)

Healthcare Plans

Eligible individuals may choose healthcare coverage under three plans from the City's current health insurance provider. Options include a Health Maintenance Organization (HMO) plan, a Preferred Provider Organization (PPO) plan or a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) partially funded by the City. Medicare-eligible individuals may choose any of the three plans or choose coverage under a Medicare supplement plan. Retirees must pay a monthly premium as determined by the insurance carrier, less any applicable subsidies provided by the City. The premiums vary depending on the chosen plan and the type of coverage.

The City subsidizes 100% of the premium for single coverage under the PPO plan for eligible elected officials. In addition, the City subsidizes a portion of the premium for single coverage under the PPO plan for retired management-level personnel (and some currently employed) hired prior to October 1, 2008 depending on age and length of service at retirement.

Post-employment Life Insurance Coverage

The City provides $ 10,000 of life insurance coverage to all retirees. Management-level personnel receive an additional $10,000 of coverage if they have earned at least 15 years of service at retirement or an additional $20,000 of coverage if they have earned at least 20 years of service.

Actuarial methods and assumptions

During fiscal year 2011, the City established an OPEB Trust to accumulate the assets necessary to fund the OPEB liability and to pay future benefits. The fund in which the employee's payroll expense has been recorded is typically used to liquidate OPEB liabilities. The annual required contributions for the Plan were determined as part of the October 1, 2023, actuarial valuation using the projected unit credit cost method. Information related to the actuarial valuation follows:

Valuation Date	October 1, 2023
Actuarial cost method	Entry age normal
Discount rate	6.48%
Investment rate of return	7.00%
Salary increases	3.00%
Inflation	2.62%
Mortality:	Sex distinct rates set forth in the PUB-2010 mortality table (without income adjustments) for general employees, with full generational improvements in mortality using Scale MP-2018.
Healthcare cost trend rate	Increases in medical costs are assumed to be 8.00% for the 2023/24 fiscal year graded down by 0.50% per year to 5.00% for the 2029/30 and later fiscal years; increases in dental costs are assumed to be 3.00%

The discount rate reflects a blend of the expected long-term return on assets (for benefit payments during the first 23 years after the valuation date) and a yield on 20-year Grade AA/Aa or higher municipal bonds of 4.06% per annum (for benefit payments beyond the first 23 years after the valuation date).

Net OPEB Liability

Target Allocation and Long-term Expected Rate of Return

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Core Bonds	15.00%	1.60%
Core Plus	15.00%	2.10%
US Large Cap Equity	25.00%	4.60%
US Small Cap Equity	14.00%	5.50%
Non-US Equity	21.00%	6.70%
Core Real Estate	10.00%	5.00%

Note 13 – Other Post-Employment Benefits (OPEB) (continued)

Changes in the Net OPEB Liability

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance as of September 30, 2023	$ 9,884,647	$ (5,199,281)	$ 4,685,366
Change due to:			
Service cost	240,856	-	240,856
Expected interest growth	638,282	(363,738)	274,544
Unexpected investment income	-	(697,455)	(697,455)
Demographic experience	(1,947,182)	-	(1,947,182)
Employer contributions	-	-	-
Benefit payments & refunds	(559,715)	-	(559,715)
Administrative expenses	-	6,162	6,162
Assumption changes	(929,412)	-	(929,412)
Balance as of September 30, 2024	$ 7,327,476	$ (6,254,312)	$ 1,073,164

Discount Rate

The rate of 6.48% per annum was used to discount all future benefit payments and is based on the expected long-term return on assets, which was determined as of the valuation date by the Asset Consulting Group.

Sensitivity of the Net OPEB Liability to the Discount & Healthcare Cost Trend Rate Assumptions

The following tables present the City's net OPEB liability calculated using the current discount and healthcare cost trend rates and the liability using discount rates that are one percentage point lower and one percentage point higher than the current rates to indicate the sensitivity of the net OPEB liability to changes in rate assumptions.

Rate	1% Decrease	Current Rate	1% Increase
Discount Rate (6.48%)	$ 1,771,519	$ 1,073,164	$ 478,253
Healthcare Cost Trend Rate (8.00%)	602,772	1,073,164	1,619,017

OPEB Expense, Deferred Outflows and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2024, the City recognized OPEB expense from this plan of $(1,064,412). At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to this OPEB plan from the following sources:

	Deferred Outflows	Deferred Inflows
Unexpected investment income	$ 437,384	$ 726,506
Demographic experience	344,354	1,947,617
Assumption changes	-	1,585,232
Total	$ 781,738	$ 4,259,355

Note 13 – Other Post-Employment Benefits (OPEB) (continued)

The deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year:	OPEB Amortization
2024	$ (1,106,737)
2025	(767,028)
2026	(750,624)
2027	(680,205)
2028	(173,023)
Thereafter	-
	$ (3,477,617)

Note 14 – Community Redevelopment Agency

The North Miami Beach Community Redevelopment Agency (NMBCRA) Component Unit incurred the following expenditures during the fiscal year ended September 30, 2024:

Source of deposits:	
Tax increment financing - Miami-Dade County	$ 2,166,821
Tax increment financing - City	2,973,316
Investment earnings	84,178
Total sources	$ 5,224,315
Purpose of withdrawals:	
Dedicated personnel allocation	$ 252,270
City administrative cost allocation	297,332
Grants to private organizations	656,775
Grant to Water Fund	1,450,000
Capital outlay	90,200
Operating	543,155
Total withdrawals	$ 3,289,732

Tax Abatements

During fiscal year 2015, the CRA created a new redevelopment program aimed at spurring the redevelopment of properties within the redevelopment area via CRA Policy Resolution 2015-4. Applicants whose projects are deemed acceptable to the CRA Board may receive a partial return of the property taxes that were paid. The rebate is calculated based on the increment by which the development increases in property value. A total of 75% of the taxes paid on the increment will be rebated if the total real estate taxes are paid prior to delinquency. If the taxes are not paid timely, there is no rebate of the property tax increment. This rebate program has no effect on the revenues of the primary government, the City of North Miami Beach.

One award was granted in January 2016 to the NoMa project (no called Lazul Apartments Project), a 249 residential unit mixed-use development located at Hanford Boulevard and West Dixie Highway. As part of the TIF Recapture program, the recipient has agreed to install certain Waterfront Improvements and Art in Public Places as defined in the agreement. The project was completed during early 2018, which is considered the base year for increment measurement. The amount rebated in fiscal year 2025 was $ 527,227. Individual financial statements for the NMBCRA are available through the finance department of the City at 17011 NE 19th Avenue, North Miami Beach, Florida 33162.

Note 15 - Subsequent Event

On December 5, 2024, the City issued Special Obligation Bonds, Series 2024, in the amount of $23,000,000. The bond carries an annual interest rate of 5.00% and matures on November 1, 2054. The bond was issued to fund the construction and improvements of parks and recreation facilities, to include basketball courts and new recreational buildings at the Washington Park facilities.

On January 16, 2025, the City issued the WIFIA Bond in the amount of $44,204,486. The bond carries an annual interest rate of 1.36% and matures on August 1, 2060. The bond was issued to fund the Phase IIA, IIB, IIC, and III of the City's Norwood Water Treatment Plan Upgrade and Transmission Main Improvements and Replacement Project.

Note 16 – Restatement of Beginning Balances

Government-Wide and Prop Fund Statements

During the fiscal year ended September 30, 2024, the beginning balance for government-wide and business-type activity statements were restated to correct capital asset and liability balances for lessee leases, capital asset and liability balances for subscriptions, and accrued interest payable.

	Government-Wide Financial	
	Governmental Activties	Business-type Activties
Beginning net position	$ 60,034,284	$ 170,377,344
Adjustment to leases	4,800	(19,920)
Adjustment to subscriptions	(231,824)	(19,964)
Adjustment to accrued interest payable	-	(649,902)
Beginning net position, as restated	$ 59,807,260	$ 169,687,558

	Fund Financial Statements		
	Water Fund	Sew er Fund	Internal Sevice Fund
Beginning net position	$ 118,278,340	$ 34,119,988	$ 1,680,132
Adjustment to leases	(19,920)	-	4,800
Adjustment to subscriptions	(19,964)	-	(61,091)
Adjustment to accrued interest payable	(586,424)	(63,478)	-
Beginning net position, as restated	$ 117,652,032	$ 34,056,510	$ 1,623,841

Governmental Fund Statements

During the fiscal year ended September 30, 2024, the beginning fund balance for the Series 2011 and Series 2012 funds were restated to correct the allocation of debt service expenditures resulting in no change to the total beginning fund balance for the nonmajor governmental funds.

	Fund Financial Statements	
	Series 2011	Series 2012
Beginning fund balance	$ (597,311)	$ 789,539
Adjustment to debt service expenditures	782,941	(782,941)
Beginning fund balance, as restated	$ 185,630	$ 6,598

III. REQUIRED SUPPLEMENTARY INFORMATION (Other Than MD&A)

CITY OF NORTH MIAMI BEACH

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET

BUDGET AND ACTUAL - GENERAL FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes:				
Property taxes	$ 24,845,866	$ 24,845,866	$ 25,020,699	$ 174,833
User surcharges	10,292,395	10,292,395	10,403,974	111,579
Utility taxes	4,210,101	4,210,101	4,632,581	422,480
Communications service taxes	1,673,461	1,673,461	2,069,195	395,734
Franchise fees	4,080,860	4,080,860	4,791,164	710,304
Total taxes	45,102,683	45,102,683	46,917,613	1,814,930
Intergovernmental revenues:				
State shared revenues	7,333,599	7,333,599	7,619,164	285,565
State insurance premium taxes	505,000	505,000	795,218	290,218
Other shared revenues	224,076	224,076	137,885	(86,191)
Total intergovernmental revenues	8,062,675	8,062,675	8,552,267	489,592
Charges for services:				
General government fees	984,284	984,284	794,451	(189,833)
Parks & recreation fees	529,500	529,500	647,042	117,542
Police services and public works fees	119,750	119,750	99,135	(20,615)
Total charges for services	1,633,534	1,633,534	1,540,628	(92,906)
Fines and forfeitures	1,466,918	1,466,918	1,729,493	262,575
Licenses and permits	1,147,800	1,147,800	922,323	(225,477)
Other income:				
Investment income (loss)	335,500	335,500	4,868,665	4,533,165
Impact fees	5,185	5,185	884,526	879,341
Miscellaneous	233,935	233,935	366,825	132,890
Total other income	574,620	574,620	6,120,016	5,545,396
Total revenues	$ 57,988,230	$ 57,988,230	$ 65,782,340	$ 7,794,110

CITY OF NORTH MIAMI BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
EXPENDITURES				
Current:				
General government:				
Mayor & commission	$ 8,244,684	$ 8,251,684	$ 7,332,487	$ 919,197
City clerk	828,183	828,183	545,604	282,579
City attorney	870,000	1,120,000	971,345	148,655
City manager	1,674,611	1,527,261	1,148,170	379,091
Public affairs and community engagement	501,336	536,336	432,767	103,569
Procurement	620,191	620,191	504,221	115,970
Human resources	704,559	704,559	646,659	57,900
Finance	2,059,665	2,096,048	2,048,360	47,688
Community development	1,933,421	2,108,857	1,661,488	447,369
Risk management	5,870,133	5,842,883	4,718,888	1,123,995
Total general government	23,306,783	23,636,002	20,009,989	3,626,013
Public Safety:				
Police department	28,248,036	30,267,378	30,204,414	62,964
Total public safety	28,248,036	30,267,378	30,204,414	62,964
Public works department	7,838,276	7,867,791	6,381,645	1,486,146
Culture and recreation:				
Library	1,912,444	1,917,144	1,671,309	245,835
Parks and recreation	6,387,704	6,394,876	5,996,393	398,483
Total culture and recreation	8,300,148	8,312,020	7,667,702	644,318
Debt Service:				
Principal	-	-	355,183	(355,183)
Interest expense	-	-	23,762	(23,762)
Total debt service	-	-	378,945	(378,945)
Capital outlay:				
General government	-	107,940	54,471	53,469
Law enforcement	14,400	746,034	1,400,204	(654,170)
Library	75,000	156,050	87,841	68,209
Parks & recreation	245,000	4,748,353	2,655,535	2,092,818
Public works	422,741	5,521,549	1,531,626	3,989,923
Total capital outlay	757,141	11,279,926	5,729,677	5,550,249
Total expenditures	68,450,384	81,363,117	70,372,372	10,990,745
Excess (deficiency) of revenues over expenditures	(10,462,154)	(23,374,887)	(4,590,032)	18,784,855
OTHER FINANCING SOURCES (USES)				
Issuance of debt - subscription	-	-	539,396	(539,396)
Transfers in	12,172,447	12,172,447	9,739,047	2,433,400
Transfers out	(2,426,535)	(2,426,535)	(1,194)	(2,425,341)
Total other financing sources (uses)	9,745,912	9,745,912	10,277,249	(531,337)
Net change in fund balances			5,687,217	
Fund balances - beginning			48,572,673	
Fund balances - ending			$ 54,259,890	

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - CRA FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental revenue	$ 5,140,139	$ 5,140,139	$ 5,140,137	$ (2)
Investment income (loss)	45,000	45,000	84,178	39,178
Total revenues	5,185,139	5,185,139	5,224,315	39,176
EXPENDITURES				
Current:				
General government	5,044,450	5,274,840	1,450,689	3,824,151
Capital outlay	4,637,350	4,690,371	90,200	4,600,171
Total expenditures	9,681,800	9,965,211	1,540,889	8,424,322
Excess (deficiency) of revenues over (under) expenditures	(4,496,661)	(4,780,072)	3,683,426	8,463,498
OTHER FINANCING SOURCES (USES)				
Transfers out	(297,692)	(297,692)	(1,748,843)	1,451,151
Total other financing sources (uses)	(297,692)	(297,692)	(1,748,843)	1,451,151
Net change in fund balance	$ (4,794,353)	$ (5,077,764)	1,934,583	$ 9,914,649
Fund balances - beginning			5,061,220	
Fund balances - ending			$ 6,995,803	

CITY OF NORTH MIAMI BEACH, FLORIDA
NOTES TO BUDGETARY COMPARISON SCHEDULE
SEPTEMBER 30, 2024

Note 1 – Budgets and Budgetary Accounting

Annual budgets are adopted for the General Fund, the Transit Surtax Fund, the Community Redevelopment Agency, the Eastern Shores Special Taxing Districts, the debt service funds and the Alley Restoration Program on a basis consistent with generally accepted accounting principles.

1. Prior to July 1, the City Manager submits a budget estimate of revenues and expenditures for all City departments for the fiscal year commencing October 1 to the City Commission.

2. The City Commission holds budget workshops to review and amend the proposed budget.

3. Two public hearings are conducted to obtain taxpayers' comments.

4. Prior to October 1, the budget is legally enacted through passage of a resolution.

5. No department may legally expend or contract to expend amounts more than amounts appropriated for any department within an individual fund. Budget appropriations for salary and related costs and for operating costs lapse at year end. Appropriations for capital outlay expenditures carry forward to the next fiscal year for open purchase orders.

6. The resolution authorizes the City Manager to amend, modify, or otherwise adjust the City's annual budget in accordance with the spending limitations as established by Chapter 3, Purchasing, of the North Miami Beach Code of Ordinances ($50,000). The City Commission approves all other budget amendments.

7. Encumbrance accounting is used in governmental funds. Encumbered purchase orders outstanding at year-end are reported as assignments of fund balances to indicate that they are not available for appropriation and are not expendable available financial resources.

Note 2 – Variances

The negative variance in the General Fund debt service expenditures and the law enforcement capital outlay expenditures is the result of the adoption of GASB 87 and 96.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
LAST TEN FISCAL YEARS

	Retirement Plan for General Employees									
Measurement date September 30,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total pension liability - beginning	$ 98,072,000	$ 102,007,534	$ 104,972,279	$ 106,569,038	$ 110,816,042	$ 112,557,540	$ 115,447,319	$ 116,054,913	$ 119,425,390	$ 122,361,009
Changes for the year:										
Service cost	1,258,325	1,151,136	1,156,065	953,146	520,878	551,760	611,266	676,443	774,523	846,024
Interest	7,539,274	7,805,702	7,928,162	8,273,928	8,254,998	8,371,153	8,298,157	8,434,177	8,652,262	9,122,505
Change in benefit terms	-	-	-	-	-	-	-	-	-	4,136,051
Difference between expected and actual experience	515,726	867,625	(350,213)	458,125	(1,239,946)	328,330	(358,942)	532,757	1,508,945	911,699
Change of assumptions	-	-	-	2,910,146	1,375,883	1,205,340	(697,129)	1,234,581	-	-
Benefit payments	(5,377,791)	(6,859,718)	(7,137,255)	(8,348,341)	(7,170,315)	(7,566,804)	(7,245,758)	(7,507,481)	(8,000,111)	(8,308,027)
Net change in total pension liability	3,935,534	2,964,745	1,596,759	4,247,004	1,741,498	2,889,779	607,594	3,370,477	2,935,619	6,708,252
Total pension liability - ending (a)	$ 102,007,534	$ 104,972,279	$ 106,569,038	$ 110,816,042	$ 112,557,540	$ 115,447,319	$ 116,054,913	$ 119,425,390	$ 122,361,009	$ 129,069,261
Plan fiduciary net position - beginning	$ 71,776,351	$ 77,890,314	$ 74,770,502	$ 76,555,716	$ 79,944,967	$ 83,212,413	$ 81,473,712	$ 82,103,986	$ 93,341,590	$ 79,519,048
Employer contributions	3,545,108	3,528,201	3,285,155	3,249,182	3,453,684	3,205,197	3,375,895	3,371,110	3,577,337	3,921,205
Employee contributions	643,099	632,868	708,318	551,371	387,959	416,359	456,079	537,247	565,342	710,174
Net investment income (loss)	7,469,081	(261,263)	5,109,744	8,115,172	6,816,079	2,387,615	4,229,584	15,030,146	(9,754,551)	8,831,141
Benefit payments	(5,377,791)	(6,859,718)	(7,137,255)	(8,348,341)	(7,170,315)	(7,566,804)	(7,245,758)	(7,507,481)	(8,000,111)	(8,308,027)
Administrative expenses	(165,534)	(159,900)	(180,748)	(178,133)	(219,961)	(181,068)	(185,526)	(193,418)	(210,559)	(223,160)
Net change in plan fiduciary position	6,113,963	(3,119,812)	1,785,214	3,389,251	3,267,446	(1,738,701)	630,274	11,237,604	(13,822,542)	4,931,333
Plan fiduciary net position - ending (b)	$ 77,890,314	$ 74,770,502	$ 76,555,716	$ 79,944,967	$ 83,212,413	$ 81,473,712	$ 82,103,986	$ 93,341,590	$ 79,519,048	$ 84,450,381
Net pension liability (a-b)	$ 24,117,220	$ 30,201,777	$ 30,013,322	$ 30,871,075	$ 29,345,127	$ 33,973,607	$ 33,950,927	$ 26,083,800	$ 42,841,961	$ 44,618,880
Plan fiduciary net position as a percentage of total pension liability	76.36%	71.23%	71.84%	72.14%	73.93%	70.57%	70.75%	78.16%	64.99%	65.43%
Covered payroll	$ 8,438,765	$ 7,937,439	$ 6,934,420	$ 5,137,361	$ 5,695,108	$ 6,465,047	$ 6,465,047	$ 7,203,137	$ 7,568,303	$ 8,965,923
Net pension liability as a percentage of covered payroll	285.79%	380.50%	432.82%	600.91%	515.27%	525.50%	525.15%	362.12%	566.07%	497.65%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
LAST TEN FISCAL YEARS

	Retirement Plan for Police Officers and Firefighters									
Measurement date September 30,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total pension liability - beginning	$ 127,462,645	$ 130,231,957	$ 136,441,317	$ 137,871,599	$ 144,160,147	$ 155,311,581	$ 159,910,289	$ 157,932,363	$ 158,147,629	$ 162,253,509
Changes for the year:										
Service cost	1,616,907	1,839,411	1,601,153	1,577,364	1,481,104	1,696,546	1,587,890	1,931,450	1,835,502	1,941,088
Interest	9,980,051	10,286,023	10,661,632	10,759,761	11,191,959	11,420,764	11,690,703	11,502,269	11,632,483	11,825,226
Change in benefit terms	-	-	-	-	-	-	-	-	-	1,963,408
Difference between expected and actual experience	-	780,939	(1,344,143)	469,201	1,905,934	1,037,755	1,338,857	(182,265)	490,772	1,393,039
Change of assumptions	-	-	-	3,429,737	8,186,842	-	(5,241,735)	-	-	(430,664)
Adjustment for Chapter 175/185 reserves	-	432,298	242,987	150,662	94,373	80,401	97,651	203,628	93,643	382,076
Benefit payments	(8,827,646)	(7,129,311)	(9,731,347)	(10,098,177)	(11,708,778)	(9,636,758)	(11,451,292)	(13,239,816)	(9,946,520)	(13,290,090)
Net change in total pension liability	2,769,312	6,209,360	1,430,282	6,288,548	11,151,434	4,598,708	(1,977,926)	215,266	4,105,880	3,784,083
Total pension liability - ending (a)	$ 130,231,957	$ 136,441,317	$ 137,871,599	$ 144,160,147	$ 155,311,581	$ 159,910,289	$ 157,932,363	$ 158,147,629	$ 162,253,509	$ 166,037,592
Plan fiduciary net postion - beginning	$ 86,242,705	$ 93,283,466	$ 91,342,471	$ 94,164,922	$ 100,384,375	$ 102,904,629	$ 101,578,737	$ 103,213,261	$ 116,552,958	$ 96,113,826
Employer contributions	6,357,669	6,498,316	6,254,492	5,589,783	5,550,473	5,843,206	6,273,855	6,646,690	5,912,124	6,428,387
Employee contributions	775,749	669,356	692,487	765,541	792,489	781,702	874,725	1,018,900	1,192,799	1,239,445
Other contributions	790,839	690,234	605,857	508,655	490,173	490,173	509,062	683,706	559,213	927,541
Net investment income (loss)	8,534,464	(2,917,644)	5,238,367	9,698,773	7,595,714	1,399,995	5,628,745	18,490,409	(17,943,580)	11,321,993
Benefit payments	(8,827,646)	(7,129,311)	(9,731,347)	(10,098,177)	(11,708,778)	(9,636,758)	(11,451,292)	(13,239,816)	(9,946,520)	(13,290,090)
Administrative expenses	(179,329)	(227,726)	(237,405)	(257,983)	(226,568)	(204,210)	(217,285)	(278,986)	(260,088)	(275,958)
Other changes	(410,985)	475,780	-	12,861	26,751	-	16,714	18,794	46,920	4,088
Net change in plan fiduciary position	7,040,761	(1,940,995)	2,822,451	6,219,453	2,520,254	(1,325,892)	1,634,524	13,339,697	(20,439,132)	6,355,406
Plan fiduciary net postion - ending (b)	$ 93,283,466	$ 91,342,471	$ 94,164,922	$ 100,384,375	$ 102,904,629	$ 101,578,737	$ 103,213,261	$ 116,552,958	$ 96,113,826	$ 102,469,232
Net pension liability (a-b)	$ 36,948,491	$ 45,098,846	$ 43,706,677	$ 43,775,772	$ 52,406,952	$ 58,331,552	$ 54,719,102	$ 41,594,671	$ 66,139,683	$ 63,568,360
Plan fiduciary net position as a percentage of total pension liability	71.63%	66.95%	68.30%	69.63%	66.26%	63.52%	65.35%	73.70%	59.24%	61.71%
Covered payroll	$ 5,127,475	$ 6,586,705	$ 6,573,350	$ 6,128,138	$ 6,532,396	$ 6,087,500	$ 6,087,500	$ 7,246,268	$ 6,751,394	$ 7,797,724
Net pension liability as a percentage of covered payroll	720.60%	684.70%	664.91%	714.34%	802.26%	958.22%	898.88%	574.02%	979.64%	815.22%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
LAST TEN FISCAL YEARS

	Retirement Plan and Trust for General Management Employees									
Measurement date September 30,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Total pension liability - beginning	$ 19,734,068	$ 22,100,505	$ 24,218,726	$ 22,462,768	$ 22,211,243	$ 22,424,045	$ 22,495,204	$ 20,515,780	$ 20,722,176	$ 20,799,440
Changes for the year:										
Service cost	335,056	406,730	435,918	179,639	197,173	185,385	94,420	66,733	39,363	34,363
Interest	1,356,133	1,523,007	1,794,281	1,642,670	1,625,817	1,640,739	1,635,596	1,482,742	1,493,842	1,496,244
Difference between expected and actual experience	(182,852)	(10,542)	(1,003,172)	(30,202)	(206,572)	(336,013)	(9,478)	268,200	251,630	453,417
Change of assumptions	2,237,444	1,598,203	(1,244,447)	(627,869)	-	-	(2,246,808)	-	-	160,164
Benefit payments	(1,379,344)	(1,399,177)	(1,738,538)	(1,415,763)	(1,403,616)	(1,418,952)	(1,453,154)	(1,611,279)	(1,707,571)	(1,698,766)
Net change in total pension liability	2,366,437	2,118,221	(1,755,958)	(251,525)	212,802	71,159	(1,979,424)	206,396	77,264	445,422
Total pension liability - ending (a)	$ 22,100,505	$ 24,218,726	$ 22,462,768	$ 22,211,243	$ 22,424,045	$ 22,495,204	$ 20,515,780	$ 20,722,176	$ 20,799,440	$ 21,244,862
Plan fiduciary net postion - beginning	$ 16,711,216	$ 16,121,723	$ 16,894,185	$ 18,923,591	$ 20,204,084	$ 20,391,182	$ 20,741,874	$ 24,088,606	$ 19,315,757	$ 19,544,411
Employer contributions	598,464	668,241	1,077,364	946,609	495,292	364,641	204,221	54,558	-	388,500
Employee contributions	234,924	255,493	266,060	93,351	85,503	84,858	74,549	42,961	38,850	33,298
Interest	-	-	-	-	-	-	-	1,497,058	1,384,543	1,416,396
Net investment income	14,143	1,303,799	2,485,771	1,719,676	1,071,912	1,380,778	4,587,139	(4,678,945)	585,964	2,549,240
Benefit payments	(1,379,344)	(1,399,177)	(1,738,538)	(1,415,763)	(1,403,616)	(1,418,952)	(1,453,154)	(1,611,279)	(1,707,571)	(1,698,766)
Administrative expenses	(57,680)	(55,894)	(61,251)	(63,380)	(61,993)	(60,633)	(66,023)	(77,202)	(73,132)	(65,561)
Net change in plan fiduciary position	(589,493)	772,462	2,029,406	1,280,493	187,098	350,692	3,346,732	(4,772,849)	228,654	2,623,107
Plan fiduciary net postion - ending (b)	$ 16,121,723	$ 16,894,185	$ 18,923,591	$ 20,204,084	$ 20,391,182	$ 20,741,874	$ 24,088,606	$ 19,315,757	$ 19,544,411	$ 22,167,518
Net pension liability (a-b)	$ 5,978,782	$ 7,324,541	$ 3,539,177	$ 2,007,159	$ 2,032,863	$ 1,753,330	$ (3,572,826)	$ 1,406,419	$ 1,255,029	$ (922,656)
Plan fiduciary net position as a percentage of total pension liability	72.95%	69.76%	84.24%	90.96%	90.93%	92.21%	117.42%	93.21%	93.97%	104.34%
Covered payroll	$ 2,027,135	$ 2,391,509	$ 2,957,285	$ 966,946	$ 1,064,113	$ 812,928	913,318	588,093	380,626	317,524
Net pension liability as a percentage of covered payroll	294.94%	306.27%	119.68%	207.58%	191.04%	215.68%	-391.19%	239.15%	329.73%	-290.58%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
LAST SEVEN FISCAL YEARS

Measurement date September 30,	2018	2019	2020	2021	2022	2023	2024
Total OPEB liability - beginning	$ 4,415,393	$ 5,393,355	$ 8,898,289	$ 11,053,626	$ 9,855,251	$ 9,483,352	$ 9,884,647
Changes for the year:							
Service cost	119,959	328,548	548,507	523,258	585,174	571,593	240,856
Expected interest growth	305,541	276,509	341,008	522,930	534,466	528,144	638,282
Demographic experience	(109,329)	924,911	(373,348)	(1,511,591)	801,457	-	(1,947,182)
Benefit payments & refunds	(346,834)	(499,106)	(515,128)	(571,473)	(605,279)	(573,601)	(559,715)
Assumption changes	1,008,625	2,474,072	2,154,298	(161,499)	(1,687,717)	(124,841)	(929,412)
Net change in total OPEB liability	977,962	3,504,934	2,155,337	(1,198,375)	(371,899)	401,295	(2,557,171)
Total OPEB liability - ending (a)	$ 5,393,355	$ 8,898,289	$ 11,053,626	$ 9,855,251	$ 9,483,352	$ 9,884,647	$ 7,327,476
Plan fiduciary net postion - beginning	$ 2,804,689	$ 3,262,860	$ 3,716,349	$ 4,197,792	$ 5,288,512	$ 4,545,383	$ 5,199,281
Expected interest growth	204,405	236,464	268,135	859,609	369,535	326,185	363,738
Unexpected investment income (loss)	19,035	(17,334)	(18,915)	-	(1,093,463)	94,965	697,455
Employer contributions	250,000	250,000	250,000	250,000	-	250,000	-
Administrative expenses	(15,269)	(15,641)	(17,777)	(18,889)	(19,201)	(17,252)	(6,162)
Net change in plan fiduciary position	458,171	453,489	481,443	1,090,720	(743,129)	653,898	1,055,031
Plan fiduciary net postion - ending (b)	$ 3,262,860	$ 3,716,349	$ 4,197,792	$ 5,288,512	$ 4,545,383	$ 5,199,281	$ 6,254,312
Net OPEB liability (a-b)	$ 2,130,495	$ 5,181,940	$ 6,855,834	$ 4,566,739	$ 4,937,969	$ 4,685,366	$ 1,073,164
Plan fiduciary net position as a percentage of total OPEB liability	60.50%	41.76%	37.98%	53.66%	47.93%	52.60%	85.35%
Covered payroll	$ 16,684,762	$ 18,905,504	$ 20,537,603	$ 26,053,434	$ 27,846,111	$ 27,846,111	$ 24,090,839
Net OPEB liability as a percentage of covered payroll	12.77%	27.41%	33.38%	17.53%	17.73%	16.83%	4.45%

Note: This schedule is intended to have ten years of data.
Implementation of GASB No. 75 occurred in fiscal year 2018.
Additional data to be compiled as information becomes available.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Employer Contributions	Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as percentage of covered payroll	Actuarial Assumptions	
						Retirement Plan for General Employees	
2015	$ 3,528,201	$ 3,528,201	$ -	$ 8,438,765	41.81%	Actuarial cost method	Entry age normal
2016	3,285,155	3,285,155	-	7,937,439	41.39%	Amortization method	Level percent of pay, closed
2017	3,249,182	3,249,182	-	6,934,420	46.86%	Remaining amortization period	30 years
2018	3,453,684	3,453,684	-	5,137,361	67.23%	Asset valuation method	Smoothed market value
2019	3,205,197	3,205,197	-	5,695,108	56.28%	Investment rate of return	7.35%
2020	3,375,895	3,375,895	-	6,465,047	52.22%	Projected salary increases	3.50% to 5.00%
2021	3,371,110	3,371,110	-	7,203,137	46.80%	Cost of living adjustments	0%, 0.75%, 2.25%
2022	3,577,337	3,577,337	-	7,568,303	47.27%	Inflation	2.75%
2023	3,921,205	3,918,467	(2,738)	8,965,923	43.73%	For healthy male participants during employment, PUB-2010 Headcount Weighted General Below Median Employee Mortality Table, separate rates for	
2024	4,354,777	4,337,182	(17,595)	10,869,658	40.06%	males and females, set back one (1) year for males, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.	
						For health participants post employment, PUB-2010 Headcount Weighted General Below Median Healthy Retiree Mortality Table, separate rates for males and females, set back one (1) year for males, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.	
						For disabled participants, PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table, separate rates for males and females, both set forward three (3) years, without projected mortality improvements.	
						Retirement Plan for Police Officers and Firefighters	
2015	$ 6,498,316	$ 6,337,328	$ (160,988)	$ 5,127,475	126.74%	Actuarial cost method	Entry age normal
2016	6,254,492	6,254,492	-	6,586,705	94.96%	Amortization method	Level percent closed
2017	5,578,590	5,578,590	-	6,573,350	84.87%	Remaining amortization period	30 years
2018	5,560,258	5,560,258	-	6,128,138	90.73%	Asset valuation method	Smoothed market value
2019	5,843,206	5,843,206	-	6,532,396	89.45%	Investment rate of return	7.50%
2020	6,273,855	6,273,855	-	6,087,500	103.06%	Projected salary increases	3.00%
2021	6,646,690	6,646,690	-	7,246,268	91.73%	Cost of living adjustments - on or before January 31, 2016	2.50%
2022	5,912,124	5,912,124	-	6,751,394	87.57%	- after January 31, 2016	1.50%
2023	6,428,387	6,428,387	-	7,797,724	82.44%	Inflation	3.00%
2024	8,667,867	8,667,867	-	8,549,768	101.38%	For active male - Pub-2010 Safety Employees, headcount weighted, below median, set forward one year, projected with Scale MP-2018. For female - Pub-2010, Safety Employees, headcount weighted, set forward one year, projected with Scale MP-2018. For health inactive male - Pub-2010, Safety Retirees, headcount weighted, below median, set forward one year, projected with Scale MP-2018. For healthy inactive female - Pub-2010, Safety Retirees, headcount weighted, set forward one year, projected with Scale MP-2018. For disabled participants - Blend of 80% headcount weighted Pub-2010 General Disabled Retiree rates and 20% headcount weighted Pub-2010 Safety Disabled Retiree rates, no projection scale.	
						Retirement Plan and Trust for General Management Employees	
2015	$ 598,464	$ 598,464	$ -	$ 2,027,135	29.52%	Actuarial cost method	Aggregate
2016	668,241	693,932	25,691	2,391,509	29.02%	Amortization method	Level dollar, fixed
2017	1,077,364	1,095,074	17,710	2,957,285	37.03%	Remaining amortization period	18 years
2018	946,609	946,609	-	966,946	97.90%	Asset valuation method	Market value
2019	495,292	499,428	4,136	1,064,113	46.93%	Investment rate of return	7.50%
2020	364,641	364,641	-	812,928	44.86%	Projected salary increases	4.00%
2021	204,221	204,221	-	913,318	22.36%	Cost of living adjustments	2.25%
2022	54,558	54,558	-	588,093	9.28%	Inflation	2.76%
2023	-	-	-	380,626	0.00%	Pre-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for	
2024	388,500	482,275	93,775	317,524	151.89%	general employees, with full generational improvements inmortality using Scale MP-2018 and with male ages set back one year; post-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Healthy Retiree Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.	
						Other Post Employment Benefits	
2018	$ 250,000	$ -	$ (250,000)	$ 16,684,762	1.50%	Actuarial cost method	Entry age normal
2019	250,000	-	(250,000)	18,905,504	1.32%	Investment rate of return	7.00%
2020	250,000	-	(250,000)	20,537,603	1.22%	Projected salary increases	3.00%
2021	821,473	-	(821,473)	26,053,434	3.15%	Healthcare cost trend rate	5.00%
2022	605,279	-	(605,279)	27,846,111	2.17%	Inflation	2.62%
2023	250,000	-	(250,000)	27,846,111	0.90%	PUB-2010 with generational improvements using Scale MP-2018	
2024	-	-	-	24,090,839	0.00%		

Note: This schedule is intended to have ten years of data. Implementation of GASB No. 75 occurred in fiscal year 2018.
Additional data to be compiled as information becomes available.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS -
RETIREMENT PLAN AND TRUST FOR
GENERAL MANAGEMENT EMPLOYEES
SEPTEMBER 30, 2024

Year Ended September 30,	Annual money-weighted rate of return, net of investment expense
2015	0.09%
2016	8.06%
2017	14.34%
2018	8.98%
2019	5.35%
2020	6.90%
2021	22.59%
2022	-13.60%
2023	10.63%
2024	21.13%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS - OPEB
SEPTEMBER 30, 2024

Year Ended September 30,	Annual money-weighted rate of return, net of investment expense
2019	6.37%
2020	6.43%
2021	19.46%
2022	-13.71%
2023	8.83%
2024	20.42%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
LAST TEN FISCAL YEARS

Measurement date June 30,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Florida Retirement System										
City's proportion of the net pension liability	0.000312830%	0.000295834%	0.000268619%	0.000226949%	0.000310992%	0.000289141%	0.000249570%	0.000234014%	0.000233181%	0.000195089%
City's proportionate share of the net pension liability	$ 48,034	$ 74,698	$ 79,456	$ 68,358	$ 107,102	$ 125,318	$ 18,852	$ 87,072	$ 92,915	$ 75,470
Covered payroll	$ 21,291	$ 21,692	$ 21,769	$ 19,804	$ 21,759	$ 21,765	$ 21,611	$ 21,599	$ 19,956	$ 19,938
City's proportionate share of the net pension liability as a percentage of covered payroll	221.51%	349.82%	365.00%	345.17%	492.22%	575.78%	87.23%	403.13%	465.60%	378.52%
Plan fiduciary net position as a percentage of the total pension liability	90.48%	84.88%	83.89%	84.26%	82.61%	78.85%	96.40%	82.89%	82.38%	83.70%
Health Insurance Subsidy										
City's proportion of the net pension liability	0.000072633%	0.000069977%	0.000067773%	0.000060319%	0.000065452%	0.000063441%	0.000061052%	0.000059277%	0.000054164%	0.000047793%
City's proportionate share of the net pension liability	$ 7,406	$ 8,154	$ 7,247	$ 6,384	$ 7,221	$ 7,746	$ 7,489	$ 6,281	$ 8,602	$ 7,169
Covered payroll	$ 21,685	$ 21,353	$ 21,769	$ 19,804	$ 21,759	$ 21,765	$ 21,611	$ 21,599	$ 19,956	$ 19,938
City's proportionate share of the net pension liability as a percentage of covered payroll	34.15%	38.19%	33.29%	32.24%	33.19%	35.59%	34.65%	29.08%	43.10%	35.96%
Plan fiduciary net position as a percentage of the total pension liability	0.50%	0.97%	1.64%	2.16%	2.63%	3.01%	3.56%	4.81%	4.12%	4.80%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
LAST TEN FISCAL YEARS

Fiscal year ended September 30,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Florida Retirement System										
Contractually required contribution	$ 7,627	$ 7,214	$ 6,993	$ 6,468	$ 9,643	$ 9,607	$ 9,508	$ 9,986	$ 11,217	$ 11,047
Contributions in relation to the contractually required contribution	7,947	7,745	7,373	7,539	10,408	9,607	9,508	9,986	11,217	11,047
Contribution deficiency (excess)	$ (320)	$ (531)	$ (380)	$ (1,071)	$ (765)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 21,685	$ 21,353	$ 21,769	$ 19,804	$ 21,759	$ 21,765	$ 21,611	$ 21,599	$ 19,956	$ 19,938
Contributions as a percentage of covered payroll	36.65%	36.27%	33.87%	38.07%	47.83%	44.14%	44.00%	46.23%	56.21%	55.41%
Health Insurance Subsidy										
Contractually required contribution	$ 278	$ 359	$ 359	$ 327	$ 358	$ 366	$ 359	$ 359	$ 356	$ 405
Contributions in relation to the contractually required contribution	278	359	359	327	358	366	359	359	356	405
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 21,685	$ 21,353	$ 21,769	$ 19,804	$ 21,759	$ 21,765	$ 21,611	$ 21,599	$ 19,956	$ 19,938
Contributions as a percentage of covered payroll	1.28%	1.68%	1.65%	1.65%	1.65%	1.68%	1.66%	1.66%	1.78%	2.03%

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
(in thousands)
SEPTEMBER 30, 2024

Fiscal Year	Annual Required Contribution	Employer Contribution	Total Contributions	Percentage Contributed
Excess Benefit Plan				
2015	$ 257	$ 257	$ 257	100%
2016	278	278	278	100%
2017	290	290	290	100%
2018	299	299	299	100%
2019	308	308	308	100%
2020	318	318	318	100%
2021	285	285	285	100%
2022	333	333	333	100%
2023	308	308	308	100%
2024	301	301	301	100%

COMBINING, INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NON-MAJOR GOVERNMENTAL FUNDS

CITY OF NORTH MIAMI BEACH, FLORIDA
FUND DESCRIPTIONS – NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

Special Revenue Funds

Special revenue funds are used to account for specific sources of revenue that are legally restricted to expenditure for purposes.

Grants – This fund is used to account for the various federal, state and local grants awarded to the City.

ARPA Fund – This fund is used to account for restricted revenues and expenditures for capital projects associated with funds received from American Recovery Plan Act.

Transit Surtax – This fund is used to account for the City's portion of the Miami-Dade County one-half percent sales surtax approved by voters in November 2002.

Confiscated Property – This fund is used to account for confiscated and forfeited property received from the federal and state government. The uses of the property are governed by State of Florida Statutes, Chapter 932; the United States Department of Justice publication, A *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies;* and the United States Treasury Department publication, *Guide to Equitable Sharing for Foreign Countries and Federal, State and Local Law Enforcement Agencies.*

Eastern Shores Security Special Taxing District – This fund is used to account for the activities related to the guard house located at the 35th Avenue entrance to the Eastern Shores subdivision. The Special Taxing District was created on November 21, 1995, for the purpose of providing security for the area. The administration of the district was transferred from Miami-Dade County to the City of North Miami Beach on February 2, 2018.

Eastern Shores First Addition Security Guard Special Taxing District – This fund is used to account for the activities related to the guard house located at the 164th Street entrance to the Eastern Shores subdivision. The Special Taxing District was created on April 7, 1994, for the purpose of providing security for the area. The administration of the district was transferred from Miami-Dade County to the City of North Miami Beach on February 2, 2018.

Debt Service Funds

Debt service funds are used to account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

Series 2011 – This fund is used to account for the principal and interest payments relating to the $14,835,000 promissory note issued to defease the Series 2000B bonds originally issued to fund improvements related to the Proud Neighborhood plan.

Series 2012 – This fund is used to account for the debt service of the $8,190,000 promissory note issued to defease the Series 2002A Series Capital Appreciation and Term Bonds. The 2002A bond proceeds were used to defease the Series 1994 bonds originally issued to fund the expansion of the police station and various neighborhood improvements.

Series 2015 – This fund is used to account for the principal and interest payments relating to the City's portion of the Series 2015 Revenue Refunding bonds issued to refund the Florida Municipal Loan Council Revenue Bonds, Series 2005C. The bond proceeds were used to defease the Series 2000A bonds originally issued to fund the bike path and street improvements, including lighting and traffic calming devices.

Series 2024 – This fund is used to account for the principal and interest payments relating to the City's portion of the Series 2024 Taxable Special Obligation bond issued to fund a settlement between the City and the City of Miami Gardens and to fund certain costs of issuance.

Capital Projects Fund

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

Alley Restoration Program – This fund accounts for improvements to the City's alley infrastructure to facilitate traffic flow of solid waste equipment, stormwater run-off and trash collection.

CITY OF NORTH MIAMI BEACH
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Special Revenue Funds						
	Grants Fund	Transit Surtax Fund	ARPA Fund	Confiscated Property Fund	Eastern Shores Security Special Taxing District	Eastern Shores First Addition Security Guard Special Taxing District	Total Special Revenue Funds
ASSETS							
Pooled cash and investments	$ 379,790	$ 1,665,646	$ 10,216,772	$ 2,640,273	$ 19,828	$ 175,472	15,097,781
Accounts receivable	94,013	642,750	-	-	15	-	736,778
Due from other funds	-	-	-	-	-	-	-
Prepaid costs	-	-	4,799	1,312	-	-	6,111
Restricted pooled cash and investments	-	-	-	-	-	-	-
Total assets	$ 473,803	$ 2,308,396	$ 10,221,571	$ 2,641,585	$ 19,843	$ 175,472	$ 15,840,670
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable and accrued liabilities	$ 31,576	$ 422,983	$ 701,468	$ 4,465	$ 14,959	$ 13,968	1,189,419
Due to other funds	260,153	-	-	-	-	-	260,153
Unearned revenue	-	-	9,520,103	-	-	-	9,520,103
Total liabilities	291,729	422,983	10,221,571	4,465	14,959	13,968	10,969,675
Deferred inflows of resources:							
Unavailable revenue	-	283,522	-	-	-	-	283,522
Total deferred inflows of resources	-	283,522	-	-	-	-	283,522
Fund balances:							
Nonspendable							
Prepaid costs	-	-	4,799	1,312	-	-	6,111
Restricted							
Debt service	-	-	-	-	-	-	-
Interlocal agreements	-	1,601,891	-	-	-	-	1,601,891
Public safety	182,074	-	-	2,635,808	-	-	2,817,882
Special taxing districts	-	-	-	-	4,884	161,504	166,388
Claims and judgements	-	-	-	-	-	-	-
Committed							
Alley restoration	-	-	-	-	-	-	-
Unassigned	-	-	(4,799)	-	-	-	(4,799)
Total fund balances	182,074	1,601,891	-	2,637,120	4,884	161,504	4,587,473
Total liabilities and fund balances	$ 473,803	$ 2,308,396	$ 10,221,571	$ 2,641,585	$ 19,843	$ 175,472	$ 15,840,670

CITY OF NORTH MIAMI BEACH
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Debt Service Funds				
	Series 2011	Series 2012	Series 2015	Series 2024	Total Debt Service Funds
ASSETS					
Pooled cash and investments	$ -	$ -	$ -	$ 27,335	$ 27,335
Accounts receivable	-	-	-	-	-
Due from other funds	182,014	-	-	-	182,014
Prepaid costs	-	-	-	-	-
Restricted pooled cash and investments	-	4,996	-	9,000,000	9,004,996
Total assets	$ 182,014	$ 4,996	$ -	$ 9,027,335	$ 9,214,345
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	$ -	$ -	$ -	$ 15,000	$ 15,000
Due to other funds	-	-	-	-	-
Unearned revenue	-	-	-	-	-
Total liabilities	-	-	-	15,000	15,000
Deferred inflows of resources:					
Unavailable revenue	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-
Fund balances:					
Nonspendable:					
Prepaid costs	-	-	-	-	-
Restricted:					
Debt service	182,014	4,996	-	12,335	199,345
Interlocal agreements	-	-	-	-	-
Public safety	-	-	-	-	-
Special taxing districts	-	-	-	-	-
Claims and judgements	-	-	-	9,000,000	9,000,000
Committed					
Alley restoration	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	182,014	4,996	-	9,012,335	9,199,345
Total liabilities and fund balances	$ 182,014	$ 4,996	$ -	$ 9,027,335	$ 9,214,345

CITY OF NORTH MIAMI BEACH
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Capital Projects Fund		
	Alley Restoration Program	Total Capital Project Fund	Total Nonmajor Governmental Funds
ASSETS			
Pooled cash and investments	$ 220,961	$ 220,961	15,346,077
Accounts receivable	-	-	736,778
Due from other funds	-	-	182,014
Prepaid costs	-	-	6,111
Restricted pooled cash and investments	-	-	9,004,996
Total assets	$ 220,961	$ 220,961	$ 25,275,976
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	$ -	$ -	$ 1,204,419
Due to other funds	-	-	260,153
Unearned revenue	-	-	9,520,103
Total liabilities	-	-	10,984,675
Deferred inflows of resources:			
Unavailable revenue	-	-	283,522
Total deferred inflows of resources	-	-	283,522
Fund balances:			
Nonspendable:			
Prepaid costs	-	-	6,111
Restricted:			
Debt service	-	-	199,345
Interlocal agreements	-	-	1,601,891
Public safety	-	-	2,817,882
Special taxing districts	-	-	166,388
Claims and judgements	-	-	9,000,000
Committed			
Alley restoration	220,961	220,961	220,961
Unassigned	-	-	(4,799)
Total fund balances	220,961	220,961	14,007,779
Total liabilities and fund balances	$ 220,961	$ 220,961	$ 25,275,976

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds						
	Grants Fund	Transit Surtax Fund	*Formely major fund* ARPA Fund	Confiscated Property Fund	Eastern Shores Security Special Taxing District	Eastern Shores First Addition Security Guard Special Taxing District	Total Special Revenue Funds
REVENUES							
Property taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental revenue	838,281	2,712,383	-	-	-	-	3,550,664
Fines and forfeitures	-	-	-	77,498	-	-	77,498
Non-ad valorem assessments	-	-	-	-	626,067	208,942	835,009
Grant revenue	-	-	3,920,787	-	-	-	3,920,787
Investment income (loss)	-	-	203,099	-	725	334	204,158
Total revenues	838,281	2,712,383	4,123,886	77,498	626,792	209,276	8,588,116
EXPENDITURES							
Current:							
General government	-	-	1,157,717	-	-	-	1,157,717
Public safety	174,058	-	181,045	5,439	627,660	198,512	1,186,714
Library	106,538	-	-	-	-	-	106,538
Parks & recreation	352,607	-	30,364	17,286	-	-	400,257
Public works	-	2,533,188	98,032	-	-	-	2,631,220
Debt Service:							
Principal	-	-	99,270	-	-	-	99,270
Interest and other charges	-	-	31,316	-	-	-	31,316
Capital outlay	28,403	168,274	4,251,487	-	-	-	4,448,164
Total expenditures	661,606	2,701,462	5,849,231	22,725	627,660	198,512	10,061,196
Excess (deficiency) of revenues over (under) expenditures	176,675	10,921	(1,725,345)	54,773	(868)	10,764	(1,473,080)
OTHER FINANCING SOURCES (USES)							
Issuance of debt	-	-	-	-	-	-	-
Issuance of debt - lease	-	-	1,725,345	-	-	-	1,725,345
Transfers in	1,194	-	-	-	-	-	1,194
Transfers out	(908)	(134,655)	-	-	-	-	(135,563)
Total other financing sources (uses)	286	(134,655)	1,725,345	-	-	-	1,590,976
Net change in fund balances	176,961	(123,734)	-	54,773	(868)	10,764	117,896
Fund balances - beginning	5,113	1,725,625	-	2,582,347	5,752	150,740	4,469,577
Error correction (See Note 16)	-	-	-	-	-	-	-
Fund balances - beginning as restated	5,113	1,725,625	-	2,582,347	5,752	150,740	4,469,577
Fund balances - ending	$ 182,074	$ 1,601,891	$ -	$ 2,637,120	$ 4,884	$ 161,504	$ 4,587,473

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds				
	Series 2011	Series 2012	Series 2015	Series 2024	Total Debt Service Funds
REVENUES					
Property taxes	$ 1,078,157	$ 779,212	$ -	$ -	$ 1,857,369
Intergovernmental revenue	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-
Non-ad valorem assessments	-	-	-	-	-
Grant revenue	-	-	-	-	-
Investment income (loss)	-	-	-	535	535
Total revenues	1,078,157	779,212	-	535	1,857,904
EXPENDITURES					
Current:					
General government	3,344	-	-	-	3,344
Public safety	-	-	-	-	-
Library	-	-	-	-	-
Parks & recreation	-	-	-	-	-
Public works	-	-	-	-	-
Debt Service:					
Principal	960,000	760,000	-	-	1,720,000
Interest and other charges	118,429	20,814	-	58,200	197,443
Capital outlay	-	-	-	-	-
Total expenditures	1,081,773	780,814	-	58,200	1,920,787
Excess (deficiency) of revenues over (under) expenditures	(3,616)	(1,602)	-	(57,665)	(62,883)
OTHER FINANCING SOURCES (USES)					
Issuance of debt	-	-	-	9,070,000	9,070,000
Issuance of debt - lease	-	-	-	-	-
Transfers in	-	-	-	-	-
Transfers out	-	-	(651)	-	(651)
Total other financing sources (uses)	-	-	(651)	9,070,000	9,069,349
Net change in fund balances	(3,616)	(1,602)	(651)	9,012,335	9,006,466
Fund balances - beginning	(597,311)	789,539	651	-	192,879
Error correction (See Note 16)	782,941	(782,941)	-	-	-
Fund balances - beginning as restated	185,630	6,598	651	-	192,879
Fund balances - ending	$ 182,014	$ 4,996	$ -	$ 9,012,335	$ 9,199,345

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Capital Projects Fund		
	Alley Restoration Program	Total Capital Project Fund	Total Nonmajor Governmental Funds
REVENUES			
Property taxes	$ -	$ -	$ 1,857,369
Intergovernmental revenue	-	-	3,550,664
Fines and forfeitures	-	-	77,498
Non-ad valorem assessments	-	-	835,009
Grant revenue	-	-	3,920,787
Investment income (loss)	-	-	204,693
Total revenues	-	-	10,446,020
EXPENDITURES			
Current:			
General government	-	-	1,161,061
Public safety	-	-	1,186,714
Library	-	-	106,538
Parks & recreation	-	-	400,257
Public works	-	-	2,631,220
Debt Service:			
Principal	-	-	1,819,270
Interest and other charges	-	-	228,759
Capital outlay	-	-	4,448,164
Total expenditures	-	-	11,981,983
Excess (deficiency) of revenues over (under) expenditures	-	-	(1,535,963)
OTHER FINANCING SOURCES (USES)			
Issuance of debt	-	-	9,070,000
Issuance of debt - lease	-	-	1,725,345
Transfers in	-	-	1,194
Transfers out	-	-	(136,214)
Total other financing sources (uses)	-	-	10,660,325
Net change in fund balances	-	-	9,124,362
Fund balances - beginning	220,961	220,961	4,883,417
Error correction (See Note 16)	-	-	-
Fund balances - beginning as restated	220,961	220,961	4,883,417
Fund balances - ending	$ 220,961	$ 220,961	$ 14,007,779

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - TRANSIT SURTAX FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Intergovernmental revenue	$ 2,688,670	$ 2,688,670	$ 2,712,383	$ 23,713
Total revenues	2,688,670	2,688,670	2,712,383	23,713
EXPENDITURES				
Current:				
Public works	2,499,750	2,532,314	2,533,188	(874)
Capital outlay	504,265	830,730	168,274	662,456
Total expenditures	3,004,015	3,363,044	2,701,462	661,582
Excess (deficiency) of revenues over (under) expenditures	(315,345)	(674,374)	10,921	685,295
OTHER FINANCING SOURCES (USES)				
Transfers out	(134,655)	(134,655)	(134,655)	-
Total other financing sources (uses)	(134,655)	(134,655)	(134,655)	-
Net change in fund balance	$ (450,000)	$ (809,029)	(123,734)	$ 685,295
Fund balances - beginning			1,725,625	
Fund balances - ending			$ 1,601,891	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - EASTERN SHORES SECURITY SPECIAL TAXING DISTRICT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Non-ad valorem assessments	$ 620,716	$ 620,716	$ 626,067	$ 5,351
Investment income (loss)	2,500	2,500	725	(1,775)
Total revenues	623,216	623,216	626,792	3,576
EXPENDITURES				
Current:				
Public safety	641,593	641,593	627,660	13,933
Total expenditures	641,593	641,593	627,660	13,933
Excess (deficiency) of revenues over (under) expenditures	(18,377)	(18,377)	(868)	17,509
Net change in fund balance	$ (18,377)	$ (18,377)	(868)	$ 17,509
Fund balances - beginning			5,752	
Fund balances - ending			$ 4,884	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET BUDGET AND ACTUAL - EASTERN SHORES FIRST ADDITION SECURITY GUARD SPECIAL TAXING DISTRICT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Non-ad valorem assessments	$ 206,560	$ 206,560	$ 208,942	$ 2,382
Investment income (loss)	2,560	2,560	334	(2,226)
Total revenues	209,120	209,120	209,276	156
EXPENDITURES				
Current:				
Public safety	239,120	239,120	198,512	40,608
Total expenditures	239,120	239,120	198,512	40,608
Excess (deficiency) of revenues over (under) expenditures	(30,000)	(30,000)	10,764	40,764
Net change in fund balance	$ (30,000)	$ (30,000)	10,764	$ 40,764
Fund balances - beginning			150,740	
Fund balances - ending			$ 161,504	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - DEBT SERVICE FUND - SERIES 2011
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Property taxes	$ 1,078,157	$ 1,078,157	$ 1,078,157	$ -
Total revenues	1,078,157	1,078,157	1,078,157	-
EXPENDITURES				
Current:				
General government	-	-	3,344	(3,344)
Debt Service:				
Principal	960,000	960,000	960,000	-
Interest and other charges	118,157	118,157	118,429	(272)
Total expenditures	1,078,157	1,078,157	1,081,773	(3,616)
Excess (deficiency) of revenues over (under) expenditures	-	-	(3,616)	(3,616)
Net change in fund balance	$ -	$ -	(3,616)	$ (3,616)
Fund balances - beginning			185,630	
Fund balances - ending			$ 182,014	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - DEBT SERVICE FUND - SERIES 2012
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Property taxes	$ 779,212	$ 779,212	$ 779,212	$ -
Total revenues	779,212	779,212	779,212	-
EXPENDITURES				
Debt Service:				
Principal	760,000	760,000	760,000	-
Interest and other charges	19,212	19,212	20,814	(1,602)
Total expenditures	779,212	779,212	780,814	(1,602)
Excess (deficiency) of revenues over (under) expenditures	-	-	(1,602)	(1,602)
Net change in fund balance	$ -	$ -	(1,602)	$ (1,602)
Fund balances - beginning			6,598	
Fund balances - ending			$ 4,996	

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET
BUDGET AND ACTUAL - DEBT SERVICE FUND - SERIES 2024
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Investment income (loss)	$ -	$ -	$ 535	$ 535
Total revenues	-	-	535	535
EXPENDITURES				
Debt Service:				
Interest and other charges	-	-	58,200	(58,200)
Total expenditures	-	-	58,200	(58,200)
Excess (deficiency) of revenues over (under) expenditures	-	-	(57,665)	(57,665)
OTHER FINANCING SOURCES (USES)				
Issuance of debt	-	-	9,070,000	(9,070,000)
Total other financing sources (uses)	-	-	9,070,000	(9,070,000)
Net change in fund balance	$ -	$ -	9,012,335	$ (9,127,665)
Fund balances - beginning			-	
Fund balances - ending			$ 9,012,335	

See notes to basic financial statements.

NON-MAJOR ENTERPRISE FUNDS

CITY OF NORTH MIAMI BEACH, FLORIDA
FUND DESCRIPTIONS – NON-MAJOR ENTERPRISE FUNDS
SEPTEMBER 30, 2024

Non-major Enterprise Funds

Solid Waste Fund – accounts for providing sanitation services within the City.

Stormwater Fund – accounts for providing stormwater services within City limits.

Building Permit Fund – accounts for activities as they relate to the issuance of building permits to residences and businesses within the City.

CITY OF NORTH MIAMI BEACH, FLORIDA
COMBINING STATEMENT OF NET POSITION
NON-MAJOR ENTERPRISE FUNDS
SEPTEMBER 30, 2024

	Stormwater Utility Fund	Solid Waste Fund	Building Fund	Total
ASSETS				
Current assets:				
Pooled cash and investments	$ 2,048,755	$ 61,621	$ 9,360,328	$ 11,470,704
Accounts receivable, net	131,132	294,629	40	425,801
Prepaid expenses	-	1,183	-	1,183
Restricted pooled cash and investments	-	-	201,844	201,844
Total current assets	2,179,887	357,433	9,562,212	12,099,532
Non-current assets:				
Net pension asset	-	-	100,200	100,200
Capital assets:				
Capital assets not being depreciated	1,500,415	-	39,621	1,540,036
Capital assets being depreciated, net	2,237,015	340,070	1,667,050	4,244,135
Total non-current assets	3,737,430	340,070	1,806,871	5,884,371
Total assets	5,917,317	697,503	11,369,083	17,983,903
DEFERRED OUTLOWS OF RESOURCES				
Pension	212,942	17,894	523,418	754,254
Other post employment benefits	20,609	2,072	30,652	53,333
Total deferred outflows of resources	233,551	19,966	554,070	807,587
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	319,260	495,230	227,878	1,042,368
Due to other funds	-	1,586,021	830,396	2,416,417
Customer deposits	-	-	201,844	201,844
Total current liabilities	319,260	2,081,251	1,260,118	3,660,629
Non-current liabilities:				
Portion due within one year:				
Compensated absences	18,421	-	41,227	59,648
Leases	-	-	3,972	3,972
Portion due in more than one year:				
Other post-employment benefits	28,291	2,844	42,078	73,213
Net pension liability	1,061,929	89,238	2,592,357	3,743,524
Compensated absences	55,262	-	123,680	178,942
Leases	-	-	8,266	8,266
Total non-current liabilities	1,163,903	92,082	2,811,580	4,067,565
Total liabilities	1,483,163	2,173,333	4,071,698	7,728,194
DEFERRED INFLOWS OF RESOURCES				
Pension	-	-	123,266	123,266
Other post employment benefits (OPEB)	112,288	11,289	167,007	290,584
Total deferred inflows of resources	112,288	11,289	290,273	413,850
NET POSITION				
Net investment in capital assets	3,737,430	340,070	1,554,995	5,632,495
Unrestricted	817,987	(1,807,223)	6,006,187	5,016,951
Total net position	$ 4,555,417	$ (1,467,153)	$ 7,561,182	$ 10,649,446

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
NON-MAJOR ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Stormwater Utility Fund	Solid Waste Fund	Building Fund	Total
OPERATING REVENUES				
Service revenues	$ 1,593,549	$ 6,068,119	$ 4,751,920	$ 12,413,588
Total operating revenues	1,593,549	6,068,119	4,751,920	12,413,588
OPERATING EXPENSES				
Personal services	1,450,630	49,767	2,414,062	3,914,459
Other operating costs	717,590	5,583,455	844,892	7,145,937
Depreciation	182,761	98,754	176,628	458,143
Total operating expenses	2,350,981	5,731,976	3,435,582	11,518,539
Operating income (loss)	(757,432)	336,143	1,316,338	895,049
NON-OPERATING REVENUES (EXPENSES)				
Investment income (losses)	63,729	3,313	500,629	567,671
Miscellaneous income	-	178,454	10,827	189,281
Interest and other fiscal charges	-	-	(1,045)	(1,045)
Total non-operating revenues (expenses)	63,729	181,767	510,411	755,907
Income (loss) before contributions and transfers	(693,703)	517,910	1,826,749	1,650,956
Transfers out	(386,448)	(500,152)	(8,074,982)	(8,961,582)
Change in net position	(1,080,151)	17,758	(6,248,233)	(7,310,626)
Total net position - beginning	5,635,568	(1,484,911)	13,809,415	17,960,072
Total net position - ending	$ 4,555,417	$ (1,467,153)	$ 7,561,182	$ 10,649,446

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF CASH FLOWS
NON-MAJOR ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Stormwater Utility Fund	Solid Waste Fund	Building Fund	Total
Cash flows from operating activities:				
Cash received from customers	$ 1,606,808	$ 6,430,158	$ 4,755,457	$ 12,792,423
Cash payments to suppliers	(417,712)	(5,782,281)	184,427	(6,015,566)
Cash payments to employees	(1,131,777)	(147,221)	(1,863,455)	(3,142,453)
Net cash provided by operating activities	57,319	500,656	3,076,429	3,634,404
Cash flows from non-capital financing activities:				
Transfers to other funds	(386,448)	(500,152)	(8,074,982)	(8,961,582)
Net cash provided by (used in) non-capital financing activities	(386,448)	(500,152)	(8,074,982)	(8,961,582)
Cash flows from capital related financing activities:				
Acquisition and construction of capital assets	(31,285)	-	(139,427)	(170,712)
Principal paid on long-term debt	-	(504)	(3,868)	(4,372)
Interest paid on long-term debt	-	-	(1,045)	(1,045)
Net cash used in capital and related financing activities	(31,285)	(504)	(144,340)	(176,129)
Cash flows from investing activities:				
Investment income	63,729	3,313	500,629	567,671
Net cash provided by investing activities	63,729	3,313	500,629	567,671
Net increase in pooled cash and investments	(296,685)	3,313	(4,642,264)	(4,935,636)
Pooled cash and investments, beginning	2,345,440	58,308	14,204,436	16,608,184
Pooled cash and investments, ending	$ 2,048,755	$ 61,621	$ 9,562,172	$ 11,672,548
Reported in statement of net position as follows:				
Cash and cash equivalents	$ 2,048,755	$ 61,621	$ 9,360,328	$ 11,470,704
Restricted	-	-	201,844	201,844
	$ 2,048,755	$ 61,621	$ 9,562,172	$ 11,672,548
Reconciliation of operating income to net cash provided by operating activities:				
Operating income	$ (757,432)	$ 336,143	$ 1,316,338	$ 895,049
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	182,761	98,754	176,628	458,143
Other income	-	178,454	10,827	189,281
Change in assets and liabilities:				
(Increase) decrease in:				
Accounts receivable	13,259	183,585	(40)	196,804
Prepaid expenses	-	(590)	-	(590)
Net pension asset	-	-	(100,200)	(100,200)
Deferred outflows of resources pension	77,291	141,576	800,461	1,019,328
Deferred outflows of resources opeb	(8,115)	22,915	19,322	34,122
Increase (decrease) in:				
Accounts payable and accrued liabilities	299,878	149,693	198,923	648,494
Compensated Absences	19,780	(5,039)	(4,785)	9,956
Customer deposits	-	-	(7,250)	(7,250)
Due to other funds	-	(347,929)	830,396	482,467
Net pension liability	157,964	(62,136)	120,453	216,281
Net OPEB liability	(18,563)	(90,863)	(145,337)	(254,763)
Deferred inflows of resources pension	-	(71,612)	(219,147)	(290,759)
Deferred inflows of resources opeb	90,496	(32,295)	79,840	138,041
Total adjustments	814,751	164,513	1,760,091	2,739,355
Net cash provided by operating activities	$ 57,319	$ 500,656	$ 3,076,429	$ 3,634,404
Noncash investing, capital and financing activities:				
Capital asset additions financed by accounts payable	$ 139,438	$ -	$ -	$ 139,438
Total noncash investing, capital and financing activities	$ 139,438	$ -	$ -	$ 139,438

See notes to basic financial statements.

INTERNAL SERVICE FUNDS

CITY OF NORTH MIAMI BEACH, FLORIDA
FUND DESCRIPTIONS – INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2023

Internal Service Funds

Customer Service Fund – The Customer Service Fund provides services specifically for the Enterprise Funds and is therefore included with the Business-type activities for reporting purposes.

Information Technology Fund – The Information Technology Fund activities are allocated between Governmental activities and Business-type activities for reporting purpose.

CITY OF NORTH MIAMI BEACH, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2024

	Customer Service	Information Technology	Total
ASSETS			
Current assets:			
Pooled cash and investments	$ 3,232,344	$ 2,240,854	$ 5,473,198
Prepaid expenses	-	438,558	438,558
Total current assets	3,232,344	2,679,412	5,911,756
Non-current assets:			
Capital assets:			
Capital assets not being depreciated	4,059	747,222	751,281
Capital assets being depreciated, net	177,097	346,382	523,479
Total non-current assets	181,156	1,093,604	1,274,760
Total assets	3,413,500	3,773,016	7,186,516
DEFERRED OUTLOWS OF RESOURCES			
Pension	484,935	341,781	826,716
Other post employment benefits	27,227	25,073	52,300
Total deferred outflows of resources	512,162	366,854	879,016
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	55,199	273,803	329,002
Total current liabilities	55,199	273,803	329,002
Non-current liabilities:			
Portion due within one year:			
Compensated absences	16,672	43,152	59,824
Leases	-	44,256	44,256
Subscriptions	64,033	73,255	137,288
Portion due in more than one year:			
Other post-employment benefits	37,377	34,420	71,797
Net pension liability	2,418,343	1,704,441	4,122,784
Compensated absences	50,016	129,457	179,473
Leases	-	57,097	57,097
Total non-current liabilities	2,586,441	2,086,078	4,672,519
Total liabilities	2,641,640	2,359,881	5,001,521
NET POSITION			
Net investment in capital assets	117,123	918,996	1,036,119
Unrestricted	1,018,550	724,383	1,742,933
Total net position	$ 1,135,673	$ 1,643,379	$ 2,779,052

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

INTERNAL SERVICE FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Customer Service	Information Technology	Total
OPERATING REVENUES			
Service revenues	$ 3,968,664	$ 5,336,853	$ 9,305,517
Total operating revenues	3,968,664	5,336,853	9,305,517
OPERATING EXPENSES			
Personal services	1,828,724	2,203,203	4,031,927
Other operating costs	957,974	2,611,950	3,569,924
Depreciation	50,174	462,892	513,066
Total operating expenses	2,836,872	5,278,045	8,114,917
Operating income	1,131,792	58,808	1,190,600
NON-OPERATING REVENUES (EXPENSES)			
Interest and other fiscal charges	(8)	(19,225)	(19,233)
Total non-operating revenues (expenses)	(8)	(19,225)	(19,233)
Income before contributions and transfers	1,131,784	39,583	1,171,367
Transfers out	(15,055)	(1,101)	(16,156)
Change in net position	1,116,729	38,482	1,155,211
Total net position - beginning	18,944	1,661,188	1,680,132
Error correction (See Note 16)	-	(56,291)	(56,291)
Net position - beginning as restated	18,944	1,604,897	1,623,841
Total net position - ending	$ 1,135,673	$ 1,643,379	$ 2,779,052

See notes to basic financial statements.

CITY OF NORTH MIAMI BEACH, FLORIDA
STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Customer Service	Information Technology	Total
Cash flows from operating activities:			
Cash received from customers	$ 3,968,664	$ 5,336,853	$ 9,305,517
Cash payments to suppliers	(956,763)	(2,803,620)	(3,760,383)
Cash payments to employees	(1,634,657)	(1,372,790)	(3,007,447)
Net cash provided by operating activities	1,377,244	1,160,443	2,537,687
Cash flows from non-capital financing activities:			
Transfers to other funds	(15,055)	(1,101)	(16,156)
Net cash provided by (used in) non-capital financing activities	(15,055)	(1,101)	(16,156)
Cash flows from capital related financing activities:			
Acquisition and construction of capital assets	-	(101,802)	(101,802)
Principal paid on long-term debt	(32,444)	(334,054)	(366,498)
Interest paid on long-term debt	(8)	(19,225)	(19,233)
Net cash used in capital and related financing activities	(32,452)	(455,081)	(487,533)
Net increase in pooled cash and investments	1,329,737	704,261	2,033,998
Pooled cash and investments, beginning	1,902,607	1,536,593	3,439,200
Pooled cash and investments, ending	$ 3,232,344	$ 2,240,854	$ 5,473,198
Reported in statement of net position as follows:			
Cash and cash equivalents	$ 3,232,344	$ 2,240,854	$ 5,473,198
	$ 3,232,344	$ 2,240,854	$ 5,473,198
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	$ 1,131,792	$ 58,808	$ 1,190,600
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	50,174	462,892	513,066
Change in assets and liabilities:			
(Increase) decrease in:			
Prepaid expenses	-	(331,645)	(331,645)
Net pension asset			
Deferred outflows of resources pension	(755)	431,256	430,501
Deferred outflows of resources opeb	(27,227)	(25,073)	(52,300)
Increase (decrease) in:			
Accounts payable and accrued liabilities	1,211	139,975	141,186
Compensated Absences	25,698	56,796	82,494
Net pension liability	10,625	196,404	207,029
Net OPEB liability	37,377	34,420	71,797
Deferred inflows of resources opeb	148,349	136,610	284,959
Total adjustments	245,452	1,101,635	1,347,087
Net cash provided by operating activities	$ 1,377,244	$ 1,160,443	$ 2,537,687
Noncash investing, capital and financing activities:			
Lease and subscription acquisition	$ 96,477	$ 120,722	$ 217,199
Total noncash investing, capital and financing activities	$ 96,477	$ 120,722	$ 217,199

See notes to basic financial statements.

FIDUCIARY FUNDS

CITY OF NORTH MIAMI BEACH, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2024

	Pension Trust Funds				
	General Employees	Police Officers and Firefighters	General Management Employees	OPEB Trust	Total
ASSETS					
Cash	$ 2,966	$ 4,454	$ -	$ -	$ 7,420
Investments:					
Equity securities	62,858,548	82,015,126	-	-	144,873,674
Money market funds	2,410,171	3,166,730	-	-	5,576,901
Government securities	18,935,082	24,143,599	-	-	43,078,681
Corporate bonds	1,236,931	7,217,505	-	-	8,454,436
Real estate	7,464,668	6,817,815	-	-	14,282,483
Infrastructure fund	4,901,657	-	-	-	4,901,657
Mutual funds	-	-	21,778,321	6,254,312	28,032,633
Hedge funds	-	18,301	-	-	18,301
Total investments	97,807,057	123,379,076	21,778,321	6,254,312	249,218,766
Accrued interest receivable	169,234	291,511	-	-	460,745
Other receivables	40,575	1,009,499	432,202	-	1,482,276
Total assets	$ 98,019,832	$ 124,684,540	$ 22,210,523	$ 6,254,312	$ 251,169,207
LIABILITIES					
Accounts payable	$ 228,032	$ 264,162	$ -	$ -	$ 492,194
Total liabilities	$ 228,032	$ 264,162	$ -	$ -	$ 492,194
NET POSITION					
Net position restricted for pensions	97,791,800	124,420,378	22,210,523	-	244,422,701
Net position restricted for OPEB	-	-	-	6,254,312	6,254,312
Total net position	97,791,800	124,420,378	22,210,523	6,254,312	250,677,013

CITY OF NORTH MIAMI BEACH, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Pension Trust Funds				
	General Employees	Police Officers and Firefighters	General Management Employees	OPEB Trust	Total
ADDITIONS					
Contributions:					
Employer	$ 4,354,777	$ 8,667,867	$ 722,709	$ -	$ 13,745,353
Employee	837,818	1,170,562	35,328	-	2,043,708
State of Florida	-	952,277	-	-	952,277
Total contributions	5,192,595	10,790,706	758,037	-	16,741,338
Investment income (expense):					
Net appreciation in fair value of investments	15,444,730	21,309,033	3,965,636	1,061,193	41,780,592
Interest and dividends	2,255,075	2,858,986	-	-	5,114,061
Investment expenses	(476,546)	(618,521)	(65,561)	-	(1,160,628)
Net investment gain	17,223,259	23,549,498	3,900,075	1,061,193	45,734,025
Other income	4,682	3,832	-	-	8,514
Total additions	22,420,536	34,344,036	4,658,112	1,061,193	62,483,877
DEDUCTIONS					
Pension benefit payments	8,461,403	10,941,726	1,698,766	-	21,101,895
DROP distributions	414,305	1,184,602	-	-	1,598,907
Administrative expenses	203,409	266,562	300,969	6,162	777,102
Total deductions	9,079,117	12,392,890	1,999,735	6,162	23,477,904
Change in net position	13,341,419	21,951,146	2,658,377	1,055,031	39,005,973
Net position, beginning	84,450,381	102,469,232	19,552,146	5,199,281	211,671,040
Net position, ending	$ 97,791,800	$ 124,420,378	$ 22,210,523	$ 6,254,312	$ 250,677,013

IV. STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of North Miami Beach's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents	Page
Financial Trends *These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.*	**114-118**
Revenue Capacity *These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.*	**119-125**
Debt Capacity *These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.*	**126-133**
Demographic and Economic Information *These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.*	**134-135**
Operating Information *These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.*	**136-138**

Sources: *Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*

CITY OF NORTH MIAMI BEACH, FLORIDA

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental activities:										
Net investment in capital assets	$ 41,751	$ 45,614	$ 47,555	$ 50,498	$ 51,941	$ 57,562	$ 61,237	$ 66,098	$ 70,255	$ 75,279
Restricted	11,326	10,202	10,412	10,826	10,941	9,836	10,364	25,573	12,369	14,150
Unrestricted	(34,160)	(29,701)	(21,503)	(25,448)	(22,745)	(34,433)	(35,969)	(44,571)	(22,817)	(30,584)
Total governmental activities net position	$ 18,917	$ 26,115	$ 36,464	$ 35,876	$ 40,137	$ 32,965	$ 35,632	$ 47,100	$ 59,807	$ 58,845
Business-type activities:										
Net investment in capital assets	$ 92,456	$ 89,253	$ 89,394	$ 97,350	$ 104,546	$ 79,589	$ 109,172	$ 126,036	$ 129,548	$ 110,090
Restricted	10,256	14,524	15,990	5,651	8,880	26,519	20,763	23,040	25,038	28,474
Unrestricted (deficit)	33,337	38,801	44,731	34,893	25,448	27,030	11,601	9,064	15,102	45,742
Total business-type activities net position	$ 136,049	$ 142,578	$ 150,115	$ 137,894	$ 138,874	$ 133,138	$ 141,536	$ 158,140	$ 169,688	$ 184,306
Total government:										
Net investment in capital assets	$ 134,207	$ 134,867	$ 136,949	$ 147,848	$ 156,487	$ 137,151	$ 170,409	$ 192,134	$ 199,803	$ 185,369
Restricted	21,582	24,726	26,402	16,477	19,821	36,355	31,127	48,613	37,407	42,624
Unrestricted	(823)	9,100	23,228	9,445	2,703	(7,403)	(24,368)	(35,507)	(7,715)	15,158
Total City net position	$ 154,966	$ 168,693	$ 186,579	$ 173,770	$ 179,011	$ 166,103	$ 177,168	$ 205,240	$ 229,495	$ 243,151

Source: City of North Miami Beach

CITY OF NORTH MIAMI BEACH, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses:										
Governmental activities:										
General government	$ 13,752	$ 15,009	$ 12,378	$ 24,627	$ 16,665	$ 26,284	$ 23,941	$ 26,013	$ 22,078	$ 36,495
Public safety	21,824	21,918	25,422	22,918	30,444	31,622	28,564	25,721	26,688	36,071
Parks and Recreation	4,617	5,166	5,432	5,669	5,792	5,376	5,721	6,746	5,817	6,791
Public works	4,386	3,988	4,304	4,811	5,794	5,898	6,394	7,536	8,855	8,840
Library	-	-	-	-	-	-	-	-	1,639	1,932
Interest on long-term debt	813	736	643	1,485	703	633	558	361	268	152
Total governmental activities	45,392	46,817	48,179	59,510	59,398	69,813	65,178	66,377	65,345	90,281
Business-type activities:										
Water	16,329	26,092	27,015	34,394	35,912	38,444	30,531	29,790	36,667	30,760
Wastewater	4,033	5,306	6,057	11,993	9,451	11,867	7,438	7,539	9,765	10,756
Solid waste	6,551	8,813	8,276	10,355	8,259	11,023	13,770	11,116	2,934	5,732
Stormwater	592	1,002	998	1,022	1,203	1,381	899	951	869	2,351
Building permits	1,355	2,077	1,567	1,768	1,891	2,219	1,642	1,356	2,853	3,437
Total business-type activities	28,860	43,290	43,913	59,532	56,716	64,934	54,280	50,752	53,088	53,036
Total government expenses	$ 74,252	$ 90,107	$ 92,092	$ 119,042	$ 116,114	$ 134,747	$ 119,458	$ 117,129	$ 118,433	$ 143,317
Program revenues:										
Governmental activities:										
Charges for services:										
General government	$ 1,732	$ 1,583	$ 2,120	$ 2,612	$ 1,916	$ 1,604	$ 1,810	$ 3,687	$ 1,991	$ 1,741
Public safety	177	194	1,634	1,850	2,073	1,628	1,395	3,175	2,596	2,761
Parks and R.E.C.	841	856	783	933	817	274	312	-	1,095	1,603
Library	-	-	-	-	-	-	-	-	3	3
Operating grants and contributions	2,209	2,439	1,438	573	2,082	1,145	1,021	10,800	7,059	10,705
Capital grants and contributions	543	1,614	440	938	383	178	378	2,807	2,956	2,883
Total governmental activities program revenues	5,502	6,686	6,415	6,906	7,271	4,829	4,916	20,469	15,700	19,696
Business-type activities:										
Charges for services:										
Water	32,915	30,546	32,232	31,656	34,804	35,979	40,238	43,094	41,580	43,603
Sewer	7,036	6,956	7,451	7,029	9,878	10,040	10,694	11,108	10,657	11,010
Solid waste	8,939	9,343	10,181	9,666	8,812	9,003	11,274	11,748	4,855	5,136
Stormwater	1,269	1,235	1,313	1,221	1,468	1,500	1,553	1,547	1,487	1,593
Building permits	3,800	3,311	4,726	2,565	2,576	1,888	2,719	4,106	5,565	4,751
Total business-type activities program revenues	53,959	51,391	55,903	52,137	57,538	58,410	66,478	71,603	64,144	66,093
Total program revenues	$ 59,461	$ 58,077	$ 62,318	$ 59,043	$ 64,809	$ 63,239	$ 71,394	$ 92,072	$ 79,844	$ 85,789

CITY OF NORTH MIAMI BEACH, FLORIDA
CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net (expense) revenue:										
Governmental activities	$ (39,890)	$ (40,131)	$ (41,764)	$ (52,604)	$ (52,127)	$ (64,984)	$ (60,262)	$ (45,908)	$ (49,645)	$ (70,585)
Business-type activities	25,099	8,101	11,990	(7,395)	822	(6,524)	12,198	20,851	11,056	13,057
Total net expense	$ (14,791)	$ (32,030)	$ (29,774)	$ (59,999)	$ (51,305)	$ (71,508)	$ (48,064)	$ (25,057)	$ (38,589)	$ (57,528)
General revenues:										
Governmental activities:										
Taxes:										
Property taxes	$ 13,752	$ 14,067	$ 16,470	$ 17,346	$ 19,671	$ 21,680	$ 22,929	$ 23,748	$ 24,230	$ 26,878
Utility Taxes	-	-	-	-	-	-	3,758	3,964	4,492	4,609
Communication Sevice taxes	-	-	-	-	-	-	1,748	1,614	1,895	2,069
Franchise fees on gross receipts	-	-	-	-	-	-	4,055	4,014	4,816	4,791
Sales and other taxes	11,124	11,399	11,464	11,776	12,919	12,293	4,788	4,758	4,667	4,468
State and local shared revenue	4,319	4,841	5,334	5,465	6,064	6,534	7,487	3,137	3,310	3,198
Unrestricted investment earnings (losses)	382	146	173	295	1,112	857	167	(612)	1,593	5,158
User surcharges	-	7,163	8,571	7,164	9,330	9,649	10,384	9,364	9,969	10,404
Miscellaneous	7,999	962	890	595	894	363	1,026	1,370	266	195
Transfers	7,946	8,750	9,210	10,605	6,398	6,436	6,587	6,019	7,114	7,853
Total governmental activities	45,522	47,328	52,112	53,246	56,388	57,812	62,929	57,376	62,352	69,623
Business-type activities:										
Unrestricted investment earnings (losses)	1,202	845	726	859	1,700	1,471	254	(1,077)	4,647	4,769
User surcharges	-	3,466	2,842	1,582	1,482	1,350	1,736	2,278	1,999	3,438
Miscellaneous	5,035	2,867	1,190	3,415	3,374	4,403	797	571	960	1,207
Transfers	(7,946)	(8,750)	(9,210)	(10,605)	(6,398)	(6,436)	(6,587)	(6,019)	(7,114)	(7,853)
Total business-type activities	(1,709)	(1,572)	(4,452)	(4,749)	158	788	(3,800)	(4,247)	492	1,561
Total general revenues	$ 43,813	$ 45,756	$ 47,660	$ 48,497	$ 56,546	$ 58,600	$ 59,129	$ 53,129	$ 62,844	$ 71,184
Change in net position:										
Governmental activities	$ 5,632	$ 7,197	$ 10,348	$ 642	$ 4,261	$ (7,172)	$ 2,667	$ 11,468	$ 12,707	$ (962)
Business-type activities	23,390	6,529	7,538	(12,144)	980	(5,736)	8,398	16,604	11,548	14,618
Total change in net position	$ 29,022	$ 13,726	$ 17,886	$ (11,502)	$ 5,241	$ (12,908)	$ 11,065	$ 28,072	$ 24,255	$ 13,656

Source: City of North Miami Beach

CITY OF NORTH MIAMI BEACH, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General fund:										
Nonspendable:										
Inventories	$ 203	$ 155	$ 147	$ 168	$ 163	$ 376	$ 137	$ 145	$ 251	$ 144
Prepaid costs	39	79	33	62	79	639	264	246	717	94
Restricted:										
Impact fees	629	555	316	1,435	1,378	1,341	1,712	1,712	2,049	2,094
Committed:										
Disaster recovery	-	-	-	-	500	3,000	3,000	3,000	3,000	3,000
Assigned:										
Capital projects and encumbrances	3,429	2,602	3,159	2,337	2,462	78	3,011	7,532	10,452	1,945
Liability claims	826	783	1,164	1,598	2,017	2,020	1,789	1,464	853	1,518
Workers' compensation claims	2,436	2,436	2,095	2,169	2,269	2,473	2,342	2,322	2,839	3,366
Land acquisition	69	69	69	69	69	69	69	69	69	-
Appropriated for next year's budget	-	-	-	-	-	9,405	11,700	7,628	-	7,655
Unassigned:	17,015	19,394	25,013	27,015	29,183	18,045	15,605	19,904	28,343	34,444
Total general fund	24,646	26,073	31,996	34,853	38,120	37,446	39,629	44,022	48,573	54,260
All other governmental funds:										
Nonspendable:										
Prepaid costs	6	4	4	4	43	14	47	14	14	15
Restricted:										
Debt service	113	116	117	92	93	93	92	193	193	199
Community Redevelopment	720	843	1,312	2,062	3,162	4,348	5,604	20,128	5,052	6,987
Interlocal agreements	1,472	1,832	1,916	1,516	1,257	231	160	988	1,726	1,602
Special taxing districts	-	-	-	-	242	345	372	192	156	166
Public safety	6,547	6,859	6,821	5,738	5,068	3,839	2,424	2,361	2,587	2,818
Claims and judgements	-	-	-	-	-	-	-	-	-	9,000
Committed:										
Alley restoration	274	293	293	293	293	293	293	221	221	221
Assigned:										
Capital projects and equipment	997	-	-	-	-	-	-	-	-	-
Unassigned	(74)	(3)	(70)	(16)	(16)	(16)	(16)	-	(5)	(5)
Total all other governmental funds	10,055	9,944	10,393	9,689	10,142	9,147	8,976	24,097	9,944	21,003
Total governmental funds	$ 34,701	$ 36,017	$ 42,389	$ 44,542	$ 48,262	$ 46,593	$ 48,605	$ 68,119	$ 58,517	$ 75,263

Source: City of North Miami Beach

CITY OF NORTH MIAMI BEACH, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues:										
Property taxes	$ 13,752	$ 14,067	$ 16,470	$ 17,346	$ 19,671	$ 21,680	$ 22,929	$ 23,748	$ 24,230	$ 29,851
User surcharges	-	7,164	8,571	7,164	8,626	8,993	9,729	9,363	9,969	10,404
Franchise fees	2,098	2,072	2,138	2,126	3,110	3,149	4,055	4,013	4,816	4,791
Utility taxes	3,209	3,336	3,406	3,566	3,663	3,636	3,758	3,963	4,513	4,633
Impact Fees	-	-	-	-	-	-	-	-	564	885
Communication service tax	1,792	1,843	1,748	1,682	1,669	1,644	1,748	1,614	1,895	2,069
Other taxes	4,025	4,149	4,172	4,402	4,477	3,864	4,788	5,607	6,238	-
Licenses and permits	940	786	939	978	943	829	970	1,366	1,164	954
Intergovernmental revenue	4,319	4,841	5,334	5,465	6,064	6,534	7,487	15,185	8,686	14,238
Charges for services	1,809	1,847	1,570	1,793	1,768	1,215	1,324	1,671	1,621	1,541
Fines and forfeitures	2,005	3,183	2,842	3,030	3,368	1,968	1,224	1,808	1,544	1,807
Non-ad valorem assessments	-	-	-	-	706	657	655	650	833	835
Other	8,746	1,832	1,224	957	1,848	1,017	2,181	741	2,762	-
Miscellaneous revenue	-	-	-	-	-	-	-	720	240	367
Investment income (losses)	382	146	176	295	1,112	857	167	(611)	1,593	5,158
Total revenues	43,077	45,266	48,590	48,804	57,025	56,043	61,015	69,838	70,668	77,533
Expenditures:										
Current:										
General government	12,873	13,179	13,300	16,506	16,000	19,234	19,771	20,026	20,504	22,622
Public safety	21,049	21,196	22,371	23,185	24,381	25,475	26,331	26,879	27,430	31,391
Library	-	-	839	937	1,058	1,043	1,138	1,376	1,563	1,778
Parks and Rereation	4,423	4,992	4,372	4,498	4,505	4,056	4,280	5,528	5,870	6,397
Public works	4,230	3,820	4,093	4,548	5,517	5,615	6,534	7,239	8,805	9,013
Capital outlay										
Capital outlay (capitalized)	4,985	6,055	3,708	4,018	5,323	5,952	5,354	7,110	5,767	1,268
Capital outlay (not capitalized)	-	-	-	-	-	-	-	1,388	202	-
Debt service:										
Principal	2,441	2,672	2,047	2,089	2,134	2,197	1,607	1,723	2,841	2,174
Interest and other fiscal charges	813	771	697	1,479	727	652	582	470	235	253
Debt issuance costs	-	-	-	-	-	-	-	45	-	-
Total expenditures	50,814	52,685	51,427	57,260	59,645	64,224	65,597	71,784	73,217	74,896
Deficiency of revenues over expenditures	(7,737)	(7,419)	(2,837)	(8,456)	(2,620)	(8,181)	(4,582)	(1,946)	(2,549)	2,637
Other financing sources (uses):										
Transfers in	9,232	9,628	10,085	11,526	7,507	7,580	7,289	9,161	7,648	12,714
Transfers out	(1,287)	(878)	(872)	(919)	(1,095)	(1,138)	(697)	(3,141)	(532)	(4,860)
Issuance of debt - lease	-	-	-	-	-	-	-	183	-	1,725
Issuance of debt - subscriptions	-	-	-	-	-	-	-	-	898	539
Issuance of debt	120	-	-	-	-	-	-	9,190	-	9,070
Payment to escrow agent	-	-	-	-	-	-	-	(9,000)	-	-
Total other financing sources (uses)	8,065	8,750	9,213	10,607	6,412	6,442	6,592	6,393	8,014	19,188
Net change in fund balances	328	1,331	6,376	2,151	3,792	(1,739)	2,010	4,447	5,465	21,825
Fund balances - beginning	34,356	34,684	36,015	42,391	44,542	48,334	46,595	48,605	53,052	58,517
Fund balances - ending	$ 34,684	$ 36,015	$ 42,391	$ 44,542	$ 48,334	$ 46,595	$ 48,605	$ 53,052	$ 58,517	$ 80,342
Debt service as a percentage of non-capital expenditures	7.10%	7.38%	5.75%	6.70%	5.27%	4.89%	3.63%	3.39%	4.56%	3.30%

Source: City of North Miami Beach

CITY OF NORTH MIAMI BEACH, FLORIDA

NET ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

(AMOUNTS EXPRESSED IN THOUSANDS)

Fiscal Year Ended September 30,	Real Property	Personal Property	Centrally Assessed	Total Gross Assessed Value	Real Estate Exempt Properties	Total Net Assessed Value	Total Direct Tax Rate
2015	1,741,749	126,088	1,229	1,869,066	3,000	1,866,066	7.6369
2016	1,882,680	116,515	1,392	2,000,587	4,444	1,996,143	7.5769
2017	2,216,752	112,628	1,540	2,330,920	178,620	2,152,300	7.3360
2018	2,413,847	120,213	1,617	2,535,677	11,046	2,524,631	7.1752
2019	2,800,223	130,600	1,635	2,932,458	236,878	2,695,580	7.0158
2020	3,266,071	129,421	3,546	3,399,038	300,884	3,098,154	6.8194
2021	3,413,851	113,089	2,974	3,529,914	30,312	3,499,602	6.8021
2022	3,517,383	145,108	2,991	3,665,482	22,870	3,642,612	6.7740
2023	3,943,583	166,697	3,146	4,113,426	27,711	4,085,715	6.5743
2024	4,559,544	187,285	3,714	4,750,543	(768)	4,751,311	6.5111

Note: Property in the City is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value. Tax rates are per $1,000 of assessed value.

Source: Miami Dade County Property Appraiser's Office for Certification of Taxable Value for the City of North Miami Beach.

CITY OF NORTH MIAMI BEACH, FLORIDA

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS

LAST TEN FISCAL YEARS

				Overlapping Rates (1)							
	City of North Miami Beach			Miami-Dade County			Miami-Dade County School Board			Other Taxing	Total
Fiscal Year	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total County Millage	Operating Millage	Debt Service Millage	Total School Millage	Authorities & Special Districts	Direct and Overlapping Rates
2015	6.6036	1.0333	7.6369	4.6669	0.4500	5.1169	7.7750	0.1990	7.9740	3.3508	24.0786
2016	6.6036	0.9733	7.5769	4.6669	0.4500	5.1169	7.4130	0.1990	7.6120	3.3164	23.6222
2017	6.5000	0.8360	7.3360	4.6669	0.4000	5.0669	7.1380	0.1840	7.3220	3.2909	23.0158
2018	6.4000	0.7752	7.1752	4.6669	0.4000	5.0669	6.7740	0.2200	6.9940	3.2375	22.4736
2019	6.3000	0.7158	7.0158	4.6669	0.4644	5.1313	6.5040	0.2290	6.7330	3.1878	22.0679
2020	6.2000	0.6194	6.8194	4.6669	0.4780	5.1449	7.0250	0.1230	7.1480	3.2002	22.3125
2021	6.2000	0.6021	6.8021	4.6669	0.4780	5.1449	6.9360	0.1930	7.1290	3.1709	22.2469
2022	6.2000	0.5740	6.7740	4.6669	0.5075	5.1744	6.8290	0.1800	7.0090	3.2099	22.1673
2023	6.1000	0.4743	6.5743	4.6202	0.4853	5.1055	6.4240	0.1650	6.5890	3.1586	21.4274
2024	6.1000	0.4111	6.5111	4.5740	0.4355	5.0095	6.5660	0.1330	6.6990	3.1554	21.3750

Note: All millage rates are based on $1 for every $1,000 of assessed value.

(1) Overlapping rates are those of local and county governments and other special taxing districts that apply to property owners within the City of North Miami Beach. Not all overlapping rates apply to all City of North Miami Beach property owners (i.e., the rates for special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district).

Sources: Miami-Dade County Property Appraiser's Office.

Note: Information was obtained from Appraiser's office under millage rate.

CITY OF NORTH MIAMI BEACH, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO
(AMOUNTS EXPRESSED IN THOUSANDS)

		2024			2015		
Taxpayer	Type of Business	Taxable Assessed Value	Rank	Percent of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total Taxable Assessed Value
Florida Power & Light	Utility	$ 94,453	1	1.99%	$ 35,619	2	1.91%
North MB Owner LLC	Multi Family Units	67,342	2	1.42%	13,909	9	0.75%
Dezer Intracoastal Mall LLC	Retail	53,124	3	1.12%	55,000	1	2.95%
North Town Phase I LLC	Retail	44,498	4	0.72%	-		0.00%
Sonic Ward Inc.	Retail	39,268	5	0.83%	18,111	6	0.97%
Biscayne Commons (Eden) LLC	Retail	34,027	6	0.72%	28,677	3	1.54%
CK Prive Group 1800 LLC	Real Estate	23,480	7	0.49%	-	-	0.00%
2150 Avnetura Realty LLC	Retail	23,581	8	0.50%	-	-	0.00%
Target Corp	Commercial Real Estate	23,232	9	0.49%	-	-	0.00%
TCG Corinthian FL Portfolio	University Campus	23,000	10	0.48%	-	-	0.00%
A.Sur Net Inc.	Retail	-	-	0.00%	20,658	5	1.11%
Costco Corporation	Retail	-	-	0.00%	21,863	4	1.17%
Arena Shops (Edens) LLC	Retail	-	-	0.00%	15,200	7	0.81%
Dayton Hudson Corp (Target)	Retail	-	-	0.00%	14,216	8	0.76%
RK Associated XVIII llc	Retail	-	-	0.00%	11,948	10	0.64%
Total		$ 426,005		8.76%	$ 235,201		12.61%
Total assessed value		$ 4,751,311			$ 1,866,066		

Source: Miami Dade County Property Appraisers Office.

CITY OF NORTH MIAMI BEACH, FLORIDA

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

(AMOUNTS EXPRESSED IN THOUSANDS)

Fiscal Year Ended September 30,	Total Taxes Levied for Operating Purposes for Fiscal Year	Levied Taxes Collected within the Fiscal Year		Delinquent Tax Collections [1]	Total Tax Collections	
		Amount	Percent of Levy		Amount	Percent of Levy
2015	12,343	11,918	97%	-	11,918	97%
2016	13,211	11,721	89%	491	12,212	92%
2017	15,159	13,923	92%	692	14,615	96%
2018	16,482	14,845	90%	633	15,478	94%
2019	18,474	16,823	91%	851	17,674	96%
2020	21,414	18,315	86%	1,363	19,678	92%
2021	21,885	19,886	91%	1,038	20,924	96%
2022	22,726	20,944	92%	802	21,746	96%
2023	23,837	23,347	98%	963	24,310	102%
2024	11,498	10,663	93%	384	11,047	96%

(1) Property Taxes are levied and collected by Miami-Dade County for all municipalities within the County.

Information on delinquent taxes is not distributed by the County. Prior period delinquent real estate taxes are recorded as collections of the current year.

Source: City of North Miami Beach Certificate of Taxable Value. Tax Revenue Munis Advolorem

CITY OF NORTH MIAMI BEACH, FLORIDA

WATER PRODUCED AND CONSUMED

LAST TEN FISCAL YEARS

(AMOUNTS EXPRESSED IN THOUSANDS)

Fiscal Year Ended September 30,	Gallons of Water Produced by City's Norwood Treatment Plant (1)	Gallons of Water Purchased from Miami-Dade County WASA (1)	Gallons of Water Consumed (2)	Water Operating Revenue Collected	Direct Rate (3)
2015	7,375,327	3,640	6,913,853	33,374	26.11
2016	7,380,058	585	6,490,459	31,511	26.11
2017	7,410,600	889	6,566,017	32,232	26.11
2018	7,556,118	107	6,624,810	31,656	26.11
2019	7,508,100	49	6,387,217	34,804	26.11
2020	7,718,835	273	6,338,872	35,979	31.31
2021	8,322,432	231	6,589,103	36,717	32.70
2022	8,343,148	6,689	6,574,519	39,548	34.18
2023	8,102,027	51,244	6,616,044	33,426	37.36
2024	7,586,722	237	6,368,875	27,547	37.36

Notes:

(1) Gallons are presented in thousands.

(2) Gallons are presented in thousands and includes bulk sales.

(3) Direct rate used represents a typical single-family residential customer consuming 7,000 gallons per month. For 2019 Billing went from quarterly to monthly.

Sources:

(1) & (2) City of North Miami Beach Water Department

(3) City of North Miami Beach Finance Department

CITY OF NORTH MIAMI BEACH, FLORIDA

WATER RATE HISTORY

LAST TEN FISCAL YEARS

(MONTHLY)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
(1) Minimum Chg - Single Family:										
5/8"	$ 10.71	$ 10.71	$ 10.71	$ 10.71	$ 10.71	$ 13.70	$ 14.32	$ 14.96	$ 16.33	$ 16.33
3/4"	10.71	10.71	10.71	10.71	10.71	13.70	14.32	14.96	16.33	16.33
1"	26.78	26.78	26.78	26.78	26.78	34.25	35.79	37.40	40.84	40.84
1 1/2"	53.55	53.55	53.55	53.55	53.55	68.50	71.58	74.80	81.69	81.69
2"	85.68	85.68	85.68	85.68	85.68	109.60	114.53	119.68	130.70	130.70
3"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Chg - Multi-Fam/Non-Residential:										
5/8"	$ 12.40	$ 12.40	$ 12.40	$ 12.40	$ 12.40	$ 12.40	$ 12.96	$ 13.54	$ 14.79	$ 14.79
3/4"	12.40	12.40	12.40	12.40	12.40	12.40	12.96	13.54	14.79	14.79
1"	31.00	31.00	31.00	31.00	31.00	31.00	32.40	33.86	36.97	36.97
1 1/2"	62.00	62.00	62.00	62.00	62.00	62.00	64.79	67.71	73.94	73.94
2"	99.20	99.20	99.20	99.20	99.20	99.20	103.66	108.32	118.28	118.28
3"	198.40	198.40	198.40	198.40	186.00	186.00	194.37	203.12	221.81	221.81
4"	310.00	310.00	310.00	310.00	310.00	310.00	323.95	338.53	369.68	369.68
6"	620.00	620.00	620.00	620.00	620.00	620.00	647.90	677.06	739.37	739.37
8"	992.00	992.00	992.00	992.00	992.00	992.00	1,036.64	1,083.29	1,182.98	1,182.98
10"	1,426.00	1,426.00	1,426.00	1,426.00	1,426.00	1,426.00	1,490.17	1,557.23	1,700.54	1,700.54
(2) Conservation Increments (Blocks):										
Single Fam/Non-Resi										
0 - 7 mgs	$ 3.22	$ 3.22	$ 3.22	$ 3.22	$ 3.22	$ 3.82	$ 3.99	4.17	$ 4.56	$ 4.56
8 - 12 mgs	3.59	3.59	3.59	3.59	3.59	4.25	4.44	4.64	5.07	5.07
over 12 mgs	4.47	4.47	4.47	4.47	4.47	5.30	5.54	5.79	6.32	6.32
Multi-family										
0 - 5 mgs/unit	$ 3.22	$ 3.22	$ 3.22	$ 3.22	$ 3.22	$ 3.82	$ 3.99	4.17	$ 4.56	$ 4.56
6 - 9 mgs/unit	3.59	3.59	3.59	3.59	3.59	4.25	4.44	4.64	5.07	5.07
over 9 mgs/unit	4.47	4.47	4.47	4.47	4.47	5.30	5.54	5.79	6.32	6.32

(1) Single family customers are charged minimum charge based on the meter size.

(2) Non-Residential customers are charged for all consumption based on the Tier Rates

Source: City of North Miami Beach GSA-Customer Service Department

CITY OF NORTH MIAMI BEACH, FLORIDA

PRINCIPAL WATER CUSTOMERS

CURRENT YEAR AND NINE YEARS AGO

		2024			2015		
Customer	Type of Business	Water Units Sold (MG)	Rank	% of Water Consumption	Water Units Sold (MG)	Rank	% of Water Consumption
Miami-Dade Water & Sewer	Water Mgmt District	216,669	1	3.40%	482,851	1	6.98%
Plaza Del Prado	Shopping Mall	72,393	2	1.14%	48,182	7	0.70%
City of Hallandale	Municipality	61,621	3	0.97%	-	N/A	0.00%
Plaza of the Americas Club	Condominium	41,804	4	0.66%	45,376	9	0.66%
The Harbour HOA	Condominium	31,675	5	0.50%	-	N/A	0.00%
Arlen House E Condo Assoc.	Condominium	28,310	6	0.44%	-	N/A	0.00%
Winston Towers 400	Condominium	26,430	7	0.41%	-	N/A	0.00%
Ocean Reserve Condo Assoc.	Condominium	25,342	8	0.40%	-	N/A	0.00%
South Florida Statdium	Stadium	24,350	9	0.38%	57,288	3	0.83%
400 Sunny Isles LLC	Condominium	22,738	10	0.36%	-	N/A	0.00%
Dade County Public School	Public School	-	N/A	0.00%	70,503	2	1.02%
Admirals Port	Condominium	-	N/A	0.00%	54,393	8	1%
Williams Island Ocean Club	Condominium	-	N/A	0.00%	63,014	4	0.91%
Williams Island Condo	Condominium	-	N/A	0.00%	61,888	5	0.90%
Intracoastal Yatch Club	Condominium	-	N/A	0.00%	64,510	6	0.93%
Commodore Palza Association	Condominium	-	N/A	0.00%	42,054	10	0.61%
Total		551,332		8.66%	990,059		14.54%
Total Consumption		6,368,875			6,913,853		

CITY OF NORTH MIAMI BEACH, FLORIDA

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

(AMOUNTS EXPRESSED IN THOUSANDS, EXCEPT PER CAPITA)

	Governmental Activities						Business-type Activities							
Fiscal Year	General Obligation Bonds	Special Obligation Bonds	Leases	Subcriptions	Redevelopment Notes	Revenue Bonds	Water Revenue Bonds	Stormwater Notes	Leases	Subscription	State Revolving Loans	Total	Per Capita (1)	Percentage of Personal Income (1)
2015	19,855	-	2,155	-	1,917	3,122	60,495	1,106	1,790	-	16,567	107,007	2,434	13.10%
2016	18,660	-	1,448	-	1,750	2,518	57,889	931	1,384	-	21,996	106,576	2,395	12.07%
2017	17,430	-	729	-	1,583	1,906	55,230	753	698	-	20,619	98,948	2,178	10.97%
2018	16,150	-	-	-	1,417	1,283	52,470	571	-	-	20,524	92,415	2,025	9.79%
2019	14,820	-	-	-	1,250	645	49,640	385	-	-	20,184	86,924	1,894	9.16%
2020	13,435	-	-	-	1,083	-	105,962	194	-	-	19,016	139,690	3,245	13.97%
2021	11,995	-	81	-	917	-	101,444	-	321	-	17,820	132,578	3,039	13.08%
2022	10,695	-	194	-	750	-	96,769	-	36	-	16,595	125,039	2,941	12.66%
2023	9,010	-	33	1,050	-	-	92,171	-	709	-	15,341	118,314	2,805	11.60%
2024	7,290	9,070	1,739	941	-	-	87,510	-	483	64	14,056	121,153	2,859	8.87%

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics on page 147 for personal income and population data.

CITY OF NORTH MIAMI BEACH, FLORIDA

RATIOS OF NET BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS

(AMOUNTS EXPRESSED IN THOUSANDS, EXCEPT PER CAPITA)

	Net Bonded Debt Outstanding					
Fiscal Year	General Obligation Bonds	Special Obligation Bonds	Less Amount in Debt Service	Net Amount	Percentage of Assessed Property Value (1)	Per Capita(2)
2015	$ 19,855	$ -	$ 31	$ 19,824	1.06%	451
2016	18,660	-	31	18,629	0.93%	419
2017	17,430	-	31	17,399	0.81%	383
2018	16,150	-	-	16,150	0.64%	354
2019	14,820	-	-	14,820	0.55%	323
2020	13,435	-	-	13,435	0.43%	312
2021	11,995	-	-	11,995	0.34%	275
2022	10,695	-	-	10,695	0.29%	252
2023	9,010	-	-	9,010	0.22%	214
2024	7,290	9,070	-	16,360	0.34%	386

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Net Assessed Value of Taxable Property on Page 119 for net assessed property value data.
(2) See the Schedule of Demographic and Economic Statistics on Page 134 for population data.

CITY OF NORTH MIAMI BEACH, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

SEPTEMBER 30, 2024

(AMOUNTS EXPRESSED IN THOUSANDS)

	2024		
Government Unit	Net Debt Outstanding	Percentage Applicable to the City of North Miami Beach (1)	Amount Applicable to the City of North Miami Beach
Debt repaid with property taxes:			
Miami-Dade County	$ 2,310,220	1.12%	$ 25,874
Miami-Dade County School Board	1,108,558	0.96%	10,642
Subtotal, Overlapping Debt			36,516
City of North Miami Beach Direct Debt			19,040
Total Direct and Overlapping Debt			$ 55,556

Sources: Data provided by the Miami-Dade County Finance Department and the Miami-Dade County School Board.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident and therefore responsible for repaying the debt of each overlapping government.

(1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using net taxable assessed property values. It is calculated by taking the value that is within the City's boundaries and dividing it by the County's and School Board's total net taxable assessed value. This approach was also used for the other debt.

CITY OF NORTH MIAMI BEACH, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(AMOUNTS EXPRESSED IN THOUSANDS)

Transit System Surtax Refunding Revenue Note, Series 2013

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		Coverage
				Principal	Interest	
2015	$ 1,660	$ -	$ 1,660	$ 569	$ 56	2.66
2016	1,733	-	1,733	582	46	2.76
2017	1,904	-	1,904	588	36	3.05
2018	1,725	-	1,725	599	26	2.76
2019	1,945	-	1,945	613	16	3.09
2020	1,706	-	1,706	620	5	2.73
2021[1]	N/A	N/A	N/A	N/A	N/A	N/A
2022[1]	N/A	N/A	N/A	N/A	N/A	N/A
2023[1]	N/A	N/A	N/A	N/A	N/A	N/A
2024[1]	N/A	N/A	N/A	N/A	N/A	N/A

(1) The Transit System Surtax Refunding Revenue Note, Series 2013 was fully paid off in fiscal year 2020. Schedule is intended to show information for 10 years.

Pledged revenues: Payable from the county transit system 1/2 cent sales surtax revenues.

Redevelopment Revenue Note, Series 2007A

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		Coverage
				Principal	Interest	
2015	$ 553	$ -	$ 553	$ 167	$ 34	2.75
2016	704	-	704	167	32	3.54
2017	1,023	-	1,023	167	28	5.25
2018	1,340	-	1,340	167	38	6.54
2019	1,748	-	1,748	167	41	8.40
2020	2,601	-	2,601	167	29	13.27
2021	2,837	-	2,837	167	16	15.50
2022	3,157	-	3,157	167	16	17.25
2023	3,683	-	3,683	750	19	4.79
2024[1]	N/A	N/A	N/A	N/A	N/A	N/A

(1) The Redevelopment Revenue Note, Series 2007A was fully paid off in fiscal year 2023. Schedule is intended to show information for 10 years.

Pledged revenues: Payable from tax increment revenues (TIFF) and any interest earnings in the CRA fund.

The pledged revenue schedules were prepared as per GASB 44 "Economic Condition Reporting: The Statistical Section". The statement does not require the use of the coverage formulas stipulated in their bond covenants because the purpose is to help the user assess the City's ability to generate sufficient resources to pay debt, rather than to demonstrate legal compliance. Therefore, the schedules herein presented do not necessarily represent legal compliance.

CITY OF NORTH MIAMI BEACH, FLORIDA
PLEDGED REVENUE COVERAGE (CONTINUED)
LAST TEN FISCAL YEARS
(AMOUNTS EXPRESSED IN THOUSANDS)

Stormwater - Series 2011A

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		
				Principal	Interest	Coverage
2015	$ 1,269	$ 559	$ 710	$ 171	$ 28	$ 3.57
2016	1,235	974	261	174	24	1.32
2017	1,313	975	338	178	20	1.71
2018	1,221	1,005	216	182	16	1.09
2019	1,468	1,190	278	186	12	1.40
2020	1,500	1,372	128	190	8	0.65
2021	1,553	894	659	194	4	3.33
2022[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2023[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2024[(1)]	N/A	N/A	N/A	N/A	N/A	N/A

(1) The Stormwater - Series 2011A bond was fully paid off in fiscal year 2021. Schedule is intended to show information for 10 years.

Pledged revenues: Payable from Stormwater Utility Fees collected from residential and nonresidential developed property in the City.

Sewer Revenue Note, Series 2020

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		
				Principal	Interest	Coverage
2020	$ 10,040	$ 11,199	$ (1,159)	$ -	$ 55	(21.07)
2021	10,694	7,014	3,680	600	310	4.04
2022	11,108	7,139	3,969	615	293	4.37
2023	10,923	9,565	1,358	635	276	1.49
2024	11,014	10,411	603	650	258	0.66

Pledged revenues: Payable from net operating revenues from the Sewer system.

The pledged revenue schedules were prepared as per GASB 44 "Economic Condition Reporting: The Statistical Section". The statement does not require the use of the coverage formulas stipulated in their bond covenants because the purpose is to help the user assess the City's ability to generate sufficient resources to pay debt, rather than to demonstrate legal compliance. Therefore, the schedules herein presented do not necessarily represent legal compliance.

CITY OF NORTH MIAMI BEACH, FLORIDA
PLEDGED REVENUE COVERAGE (CONTINUED)
LAST TEN FISCAL YEARS
(AMOUNTS EXPRESSED IN THOUSANDS)

Water Revenue Refunding Bonds, Series 2012

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		Coverage
				Principal	Interest	
2015	$ 29,933	$ 23,109	$ 6,824	$ 1,630	$ 2,392	1.70
2016	32,232	24,329	7,903	1,695	2,327	1.96
2017	31,656	31,825	(169)	1,785	2,242	(0.04)
2018	34,804	33,477	1,327	1,880	2,153	0.33
2019	35,979	33,085	2,894	1,940	2,097	0.72
2020[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2021[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2022[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2023[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2024[(1)]	N/A	N/A	N/A	N/A	N/A	N/A

(1) The Water Revenue Refunding Bonds, Series 2012 was fully refunded in fiscal year 2020. Schedule is intended to show information for 10 years.

Pledged revenues: Payable from net operating revenues from the Water system.

Refunding Revenue Note, Series 2015

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		Coverage
				Principal	Interest	
2016	$ 29,933	$ 23,109	$ 6,824	$ 516	$ 40	12.27
2017	32,232	24,329	7,903	571	35	13.04
2018	31,656	31,825	(169)	578	26	(0.28)
2019	34,804	33,477	1,327	588	18	2.19
2020	35,979	33,085	2,894	598	9	4.77
2021[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2022[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2023[(1)]	N/A	N/A	N/A	N/A	N/A	N/A
2024[(1)]	N/A	N/A	N/A	N/A	N/A	N/A

(1) The Refunding Revenue Note, Series 2015 was fully paid off in fiscal year 2020. Schedule is intended to show information for 10 years.

Pledged revenues: Payable from net operating revenues from the Water system.

The pledged revenue schedules were prepared as per GASB 44 "Economic Condition Reporting: The Statistical Section". The statement does not require the use of the coverage formulas stipulated in their bond covenants because the purpose is to help the user assess the City's ability to generate sufficient resources to pay debt, rather than to demonstrate legal compliance. Therefore, the schedules herein presented do not necessarily represent legal compliance.

CITY OF NORTH MIAMI BEACH, FLORIDA
PLEDGED REVENUE COVERAGE (CONTINUED)
LAST TEN FISCAL YEARS
(AMOUNTS EXPRESSED IN THOUSANDS)

Water Revenue Bonds, Series 2020A

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service Principal	Actual Debt Service Interest	Coverage
2020	$ 35,979	$ 33,085	$ 2,894	$ -	$ 1,012	2.86
2021	36,717	25,127	11,590	220	2,002	5.22
2022	39,548	23,808	15,740	235	1,991	7.07
2023	41,441	32,463	8,978	-	1,979	4.54
2024	43,603	29,266	14,337	-	1,979	7.24

Pledged revenues: Payable from net operating revenues from the Water system.

Taxable Water Revenue Refunding bonds, Series 2020B

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service Principal	Actual Debt Service Interest	Coverage
2020	$ 35,979	$ 33,085	$ 2,894	$ 980	$ 470	2.00
2021	36,717	25,127	11,590	375	911	9.01
2022	39,548	23,808	15,740	380	904	12.26
2023	41,441	32,463	8,978	3,455	896	2.06
2024	43,603	29,266	14,337	3,520	830	3.30

Pledged revenues: Payable from net operating revenues from the Water system.

The pledged revenue schedules were prepared as per GASB 44 "Economic Condition Reporting: The Statistical Section". The statement does not require the use of the coverage formulas stipulated in their bond covenants because the purpose is to help the user assess the City's ability to generate sufficient resources to pay debt, rather than to demonstrate legal compliance. Therefore, the schedules herein presented do not necessarily represent legal compliance.

CITY OF NORTH MIAMI BEACH, FLORIDA
PLEDGED REVENUE COVERAGE (CONTINUED)
LAST TEN FISCAL YEARS
(AMOUNTS EXPRESSED IN THOUSANDS)

Safe drinking water revolving loans

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		
				Principal	Interest	Coverage
2015	$ 32,916	$ 13,767	$ 19,149	$ 829	$ 443	$ 15.05
2016	29,933	23,109	6,824	829	444	5.36
2017	32,232	24,329	7,903	857	444	6.07
2018	31,656	31,825	(169)	919	383	(0.13)
2019	34,804	33,477	1,327	854	267	1.18
2020	35,979	33,085	2,894	774	357	2.56
2021	36,717	25,127	11,590	794	337	10.25
2022	39,548	23,808	15,740	815	316	13.92
2023	41,441	32,463	8,978	836	295	7.94
2024	43,603	29,266	14,337	858	273	12.68

Pledged revenues: Payable from net operating revenues from the Water system.

Clean water revolving loans

Fiscal Year Ended September 30,	Gross Revenues	Less: Operating Expenses	Net Available Resources	Actual Debt Service		
				Principal	Interest	Coverage
2015	$ 7,036	$ 3,952	$ 3,084	$ 425	$ 179	$ 5.11
2016	6,956	5,169	1,787	426	179	2.95
2017	7,451	5,934	1,517	469	136	2.51
2018	7,029	11,798	(4,769)	493	111	(7.90)
2019	9,878	9,256	622	322	130	1.38
2020	10,040	11,199	(1,159)	394	122	(2.25)
2021	10,694	7,014	3,680	402	114	7.13
2022	11,108	7,139	3,969	410	106	7.69
2023	10,923	9,565	1,358	418	98	2.63
2024	11,014	10,411	603	427	90	1.17

Pledged revenues: Payable from net operating revenues from the Sewer system.

The pledged revenue schedules were prepared as per GASB 44 "Economic Condition Reporting: The Statistical Section". The statement does not require the use of the coverage formulas stipulated in their bond covenants because the purpose is to help the user assess the City's ability to generate sufficient resources to pay debt, rather than to demonstrate legal compliance. Therefore, the schedules herein presented do not necessarily represent legal compliance.

CITY OF NORTH MIAMI BEACH, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Year	Population (1)	Personal Income (in Thousands) (1)	Per Capita Personal Income (2)	Median Age (2)	Unemployment Rate (3)
2015	43,971	817,025	18,581	37.8	6.6%
2016	44,512	883,341	19,845	38.1	5.2%
2017	45,437	901,924	19,850	37.7	4.5%
2018	45,612	943,667	20,689	36.4	3.8%
2019	45,887	948,943	20,680	38.5	3.1%
2020	43,041	999,885	23,231	37.2	10.9%
2021	43,645	1,013,917	23,231	37.3	4.9%
2022	42,507	987,480	23,231	38.9	2.9%
2023	42,183	1,019,858	24,177	38.1	1.4%
2024	42,347	1,365,140	32,237	39.6	2.8%

Sources:

(1) Estimated by City of North Miami Beach Economic Development (for years 2008 to 2011). U S Census Bereau 2012-2019

(2) United States Census Bureau.

(3) U.S. Bureau of Labor Statistics.

(4)The drastic increase in the unemployment rate reflects the ramifications of the COVID-19

Note: Population information is based on surveys conducted during the last quarter of the calendar year. Unemployment rate information is an adjusted yearly average.

Personal income information is a total for the year.

CITY OF NORTH MIAMI BEACH, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer		2024 Employees	2024 Rank	2015 Employees	2015 Rank
Jackson North Medical Center	Medical	2,000	1	790	1
Grand Realty of America	Real Estate	714	2	N/A	N/A
City of North Miami Beach	Municipality	569	3	574	2
ECE Consulting Group	Outsourcing/C	269	4	N/A	N/A
Klika Tech	Information Te	234	5	N/A	N/A
Marken Realty	Real Estate	145	6	N/A	N/A
Equity One	Real Estate	143	7	N/A	N/A
C & W Networks	telecommunic	139	8	N/A	N/A
Bryant Security Corporation	Retail	100	9	N/A	N/A
Compass Health Systems, PA	Healthcare	100	10	N/A	N/A
Publix		N/A		268	3
Costco		N/A		226	4
Waste Management of Dade County		N/A		254	5
Target		N/A		199	6
Madison National Life Insurance		N/A		140	7
Prestige Motor Car Imports, Inc.		N/A		117	8
Houson's Restaurant		N/A		106	9
Houston's Restaurant		N/A		98	10
Total		4,489		1,982	

Special Note: The above list includes private and public employers in the Greater North Miami Beach area. City of NMB total includes 144 part-timers.

CITY OF NORTH MIAMI BEACH, FLORIDA

FULL-TIME CITY GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Number of employees:										
Attorney's office	6	6	6	6	5	5	-	-	-	-
Clerk's office	4	4	4	4	4	4	4	4	4	4
Mayor and Council's office	1	1	1	-	-	2	2	2	1	3
Executive	27	27	32	36	34	37	36	36	36	33
Human Resources	6	6	11	8	8	8	8	8	8	8
Financial Services	12	13	11	12	13	14	14	14	15	16
Police:										
Police Officers	106	105	108	113	113	113	113	113	95	115
Civilians	36	36	34	35	35	38	33	33	35	35
Library	7	6	8	8	8	9	9	9	13	9
Parks and R.E.C.	28	28	29	29	29	31	30	30	30	30
Public Works	36	32	34	35	38	38	38	38	41	45
Stormwater	6	4	4	6	6	5	6	6	6	20
Water	91	92	84	4	4	9	101	101	94	100
Sewer	14	14	13	-	-	-	-	-	-	-
Building Permit	13	13	14	15	14	15	15	15	24	24
Solid Waste	46	18	14	14	14	15	15	15	1	1
Customer Service	23	26	22	-	-	-	26	26	32	29
Total number of employees	462	431	429	325	325	343	450	450	435	472

Source: City of North Miami Beach annual budgets

CITY OF NORTH MIAMI BEACH, FLORIDA

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020[(1)]	2021	2022	2023	2024
Public safety:										
Police:										
Police calls for service	97,366	98,684	100,883	98,304	98,809	68,669	85,744	89,125	96,920	101,730
Parking citations	1,474	1,316	1,332	1,351	1,368	744	913	1,027	1,502	672
Traffic citations	5,757	5,726	5,949	5,145	5,644	1,989	5,413	3,722	3,495	6,897
Arrests	1,561	1,600	1,453	1,351	1,491	665	1,025	868	839	1,116
SRT call outs	52	13	12	27	26	14	15	17	16	24
Community development:										
Building permits issued	2,878	3,712	3,584	3,180	3,537	769	2,522	2,699	2,757	2,701
Library:										
Number of registered borrowers	38,410	36,410	38,541	38,828	39,299	39,336	40,989	25,461	29,054	30,462
Total annual circulation	135,487	136,532	150,773	226,347	271,320	198,743	232,597	245,648	315,314	340,225
Total reference transactions	94,210	94,241	93,632	92,928	91,837	74,055	58,133	58,345	42,888	67,922
Annual number of users of public internet computers	68,892	69,630	69,718	69,889	83,265	58,336	41,256	41,290	20,984	22,345
Annual WiFi Sessions	n/a	n/a	n/a	n/a	51,336	36,581	39,916	41,854	40,984	18,231
Visitors	n/a	n/a	n/a	n/a	287,126	156,875	240,313	506,382	883,432	885,322
Program Attendees	n/a	n/a	n/a	n/a	59,843	56,396	58,905	54,965	44,778	106,539
Programs Provided	n/a	n/a	n/a	n/a	737	905	972	860	873	3,115
Parks and recreation:										
After school program enrollment	302	300	256	272	349	261	109	196	245	282
Summer camp program enrollment	588	556	554	442	574	48	285	285	358	519
Sanitation:										
Refuse collected (tons / year)	34,718	28,788	32,559	42,644	44,954	40,698	42,899	43,723	38,168	42,823
Water:										
Number of customers	32,047	32,424	34,053	39,700	32,579	32,507	34,484	32,806	33,426	34,632
Average daily water consumption (millions of gallons)	20.21	20.22	20.30	20.70	17.50	21.09	18.10	18.01	22.70	16.07
Annual water produced (millions of gallons)	7,375	7,380	7,410	7,556	7,508	7,806	8,322	8,343	8,102	9,427
Sewer:										
Number of customers	7,645	7,754	8,003	8,058	7,804	7,783	7,844	7,879	7,991	7,980

(1) The numbers reflect the impact of COVID-19 due to the worldwide pandemic of 2020

Sources: Various city departments

CITY OF NORTH MIAMI BEACH, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General government:										
General government buildings	1	1	1	1	1	1	1	1	1	1
Public safety:										
Police:										
Police stations	1	1	1	1	1	1	1	1	1	1
Fire:										
Fire stations (operated by Miami-Dade County)	3	3	3	3	3	3	3	3	3	3
Library:										
Libraries	1	1	1	1	1	1	1	1	1	1
Print materials in catalog	55,563	55,091	46,227	33,642	50,960	48,587	58,762	60,932	77,205	83,045
Number of licensed databases	64	66	74	74	74	55	57	57	57	58
Audio materials volumes	1,405	1,162	1,290	1,300	1,396	2,841	2,705	2,147	2,356	642
Video materials volumes	4,269	4,230	5,748	5,758	4,405	5,424	3,405	4,278	4,298	4,344
Non-print Material	n/a	n/a	n/a	n/a	12,203	15,145	17,029	17,674	18,772	31,219
Total number of outlets (1+ Bookmobile)	n/a	n/a	n/a	n/a	1	1	2	1	1	1
Library Service Hours	n/a	n/a	n/a	n/a	66	48	52	50	48	48
Professional Staff per Captia	n/a	n/a	n/a	n/a	0.2	0.13	0.04	4	3	4
Support Staff per Capita	n/a	n/a	n/a	n/a	0.29	0.27	0.23	11	10	10
Materials per Capita	n/a	n/a	n/a	n/a	1.4	1.4	1.6	1.7	1.8	1.85
Total FTE	n/a	n/a	n/a	n/a	16	16	13	14	13	13
Parks and R.E.C.:										
Parks	26	27	27	28	28	28	28	28	28	28
Senior centers	1	1	1	1	1	1	1	1	1	1
Municipal swim centers	3	3	3	3	3	3	3	3	3	3
Tennis centers	1	1	1	1	1	1	1	1	1	1
Recreational centers	5	5	5	5	5	5	5	6	6	6
Performing arts centers	1	1	1	1	1	1	1	1	1	1
Amphitheaters	1	1	1	1	1	1	1	1	1	1
Parks acreage	86.0	87.0	87.0	88.0	88.0	88.0	88.0	83.8	83.8	83.8
Streets:										
Miles of streets and alleys	119.99	119.99	120.0	119.99	120.0	119.99	119.99	119.99	119.99	119.99
Water:										
Water mains (miles)	550	555	603	605	566	565	565	568	565	575
Fire hydrants	2,945	2,959	3,052	3,052	3,062	3072	3,070	3,145	3153	3159
Valves	10,705	10,996	11,000	11,627	11,682	11,331	11,380	11,740	11,933	12,062
Sewer:										
Lift stations	33	33	35	35	35	35	35	35	37	37
Sewer mains (miles)	112	113	132	132	132	131	131	117	118	132

Sources: Various city departments

IV. COMPLIANCE SECTION

CITY OF NORTH MIAMI BEACH, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Federal Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Name	Pass-Through Entity #	Expenditures
U.S. DEPARTMENT OF HOMELAND SECURITY				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Florida Division of Emergency Management	Z1143	$ 26,995
Total U.S. Department of Homeland Security				26,995
U.S. DEPARTMENT OF JUSTICE				
Edward Byrne Memorial Justice Assistance Grant Program	16.738			26,187
Total Edward Byrne Memorial Justice Assistance Grant Program				26,187
Public Safety Partnership and Community Policing Grant	16.710			35,082
Total Public Safety Partnership and Community Policing Grant				35,082
Crime Victim Assistance	16.575	Florida Department of Law Enforcement	VOCA-2023-CNMB-00166	43,817
Total Crime Victim Assistance				43,817
Total U.S. Department of Justice				105,086
U.S. DEPARTMENT OF TREASURY				
Coronavirus State and Local Fiscal Recovery Funds	21.027			4,123,886
Total U.S. Department of Treasury				4,123,886
Total Expenditures of Federal Awards				$ 4,255,967

See notes to schedule of expenditures of federal awards.

CITY OF NORTH MIAMI BEACH, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the City of North Miami Beach (the City) for the fiscal year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it's not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting for grants which are accounted for in the governmental fund types and on the accrual basis of accounting for grants which are accounted for in the proprietary fund types. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE 3 – CONTINGENCY

The grant revenue amounts received are subject to audit and adjustment. If any expenditures are disallowed by grantor agency as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the City. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal and state laws and regulations.

NOTE 4 – INDIRECT COST RECOVERY

The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

City Manager's Report
16.6.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	September 8, 2025

RE: American Rescue Plan Quarterly Update - Copy of Submission

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- ARPA Quarterly Report

SLFRF Compliance Report - FL0225 - P&E Report - Q2 2025
Report Period : Quarter 2 2025 (April-June)

Recipient Profile

Recipient Information

Recipient UEI	HH2TCR67J7E8
Recipient TIN	596000389
Recipient Legal Entity Name	North Miami Beach City, Florida
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	17011 NE 19TH AVENUE
Recipient Address 2	
Recipient Address 3	
Recipient City	NORTH MIAMI BEACH
Recipient State/Territory	FL
Recipient Zip5	33162
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding
Base Year Fiscal Year End Date	9/30/2019
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Up to and including this reporting period, have revenue replacement funds been allocated to government services and reflected in the below projects?	Yes

Project Name: College Scholarship Program

Project Identification Number	145200/512482
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$45,000.00
Program Income Earned	$0.00
Total Cumulative Obligations	$45,000.00
Total Cumulative Expenditures	$45,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Secondary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
Tertiary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.

Project Name: City Hall 1st Floor Construction

Project Identification Number	145860/539620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$272,733.66
Program Income Earned	$0.00
Program Income Expended	$0.00

Total Cumulative Obligations	$272,733.66
Total Cumulative Expenditures	$59,746.00
Current Period Obligations	$0.00
Current Period Expenditures	$53,746.00
Project Description	City Hall 1st Floor Renovation (Lobby, Cashiers', Clerk's Office, Restrooms, Impact windows) - Construction/Maintenance. This project will help to create environments that allow residents of the City to more efficiently and effectively interact with services.

Project Name: Parks & Rec Vehicles

Project Identification Number	145710/572640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$123,000.00
Total Cumulative Obligations	$123,000.00
Total Cumulative Expenditures	$24,045.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of old and out of service Parks and Recreation Department maintenance vehicles and the addition of new utility vehicle to service snake creek canal trail.

Project Name: Subsidized Utility Increase

Project Identification Number	145916/533480
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their

	jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues.
Does this project include a capital expenditure?	No

Project Name: Facilities Management Software

Project Identification Number	145860/539640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$44,355.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$44,355.00
Total Cumulative Expenditures	$44,355.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	New truck for the department position CIP Manager as part of revised organizational structure plan

Project Name: Fleet Management Vehicles

Project Identification Number	145860/539640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$108,076.96
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$108,076.96
Total Cumulative Expenditures	$108,076.96
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	FY24 Expansion of Clean Team from 4 Part- time to 4 Full-Time employees. Litter pickup and PW Code enforcement FY24 Strategic Plan for Solid Waste will require the purchase of 2 Vehicle Assets.

Project Name: County-ILA Sign Replacement

Project Identification Number	145820/541520
Project Expenditure Category	6-Revenue Replacement

Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$7,566.04
Total Cumulative Obligations	$7,566.04
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This project will support replacement of various signs throughout the city.

Project Name: New Park Signage

Project Identification Number	145721/519520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of signage in city parks and community centers

Project Name: Increased Beautification-Washington Park(WP), Highland Village(HV)

Project Identification Number	145710/572630-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Enhancement of neighborhood ground cleaning and tree trimming efforts

Project Name: General Park Amenities

Project Identification Number	145710/572630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$24,857.00
Total Cumulative Obligations	$24,857.00
Total Cumulative Expenditures	$24,857.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is to upgrade/replace the park system with new amenities such as garbage cans, benches, picnic tables, including concrete slab base.

Project Name: LED Lighting in Parking Lot

Project Identification Number	145600/571630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$35,879.55
Total Cumulative Obligations	$35,879.55
Total Cumulative Expenditures	$35,879.55
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replace current outdoor lighting with LED lights to increase visibility and security to the library, Hanford Blvd and Miami Drive. Reduces electrical wattage consumption.

Project Name: Basketball Court Spruce Up (Behind Police Department)

Project Identification Number	145860/539620-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$9,750.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$9,750.00
Total Cumulative Expenditures	$9,750.00
Current Period Obligations	$0.00
Current Period Expenditures	$9,750.00
Project Description	Enhancement of neighborhood ground cleaning and tree trimming efforts

Project Name: Community Development Vehicles

Project Identification Number	145280/515640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$60,095.00
Total Cumulative Obligations	$60,095.00
Total Cumulative Expenditures	$60,095.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in the replacement of its aged fleet. These vehicles are needed in order to provide for community code enforcement patrols by existing and new staff, as well as field inspections by Planning staff and by Business Tax Receipt staff.

Project Name: City Wide Roof Replacement

Project Identification Number	145860/539620-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$965,318.35
Total Cumulative Obligations	$965,318.35
Total Cumulative Expenditures	$795,697.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To replace roof systems that have aged out and can no longer be repaired. The replacement will have a warranty and protect the city assets inside and the building itself. Replacement of existing roofs systems, and to also include any and all current code requirements to bring the facilities up to compliance. The roof systems improvement project of various city facilities is vital to government services as it promotes the health and safety for government workers as well as members of the public with preserving the existing roof structures and allowing government services to continue in a safe manner.

Project Name: Home Rehabilitation

Project Identification Number	145200/512482-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more

Adopted Budget	$650,703.56
Total Cumulative Obligations	$650,703.56
Total Cumulative Expenditures	$556,203.40
Current Period Obligations	$0.00
Current Period Expenditures	$412,273.40
Project Description	This program will allow approved homeowners to receive funding to replace windows, doors and roofs to make the homes energy efficient and sustainable. Retrofitting these homes with quality resources will allow the windows, doors and, roofs to last longer and allow the home to be more efficient with energy.

Project Name: PROJECT ADJUSTMENT ENTRY

Project Identification Number	145/280
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$6,156,015.73
Total Cumulative Obligations	$6,156,015.73
Total Cumulative Expenditures	$2,851,287.55
Current Period Obligations	$0.00
Current Period Expenditures	$406,860.28
Project Description	The City was not able to create new projects in the system during this July 2025 reporting cycle. We opened case 00443359 but did not receive any resolution with the Treasury help desk. Therefore, we have used a cancelled project that was already accepted into the system in order to record the aggregate total obligations and total expenditures for the projects that we were not able to add. A summary of these projects are presented here in comma-delimited format: Project Name,Project Number,Budget,Total Obligation,Total Expenditure Street Tree Master Plan,145280515310-2,26427.5,26427.5,26427.5 Tennis Center Rezoning,145280515310-3,6813.75,6813.75,6813.75 Mortgage & Rental Assistance,145280-515482-1,229378.51,229378.51,229378.51 Parking Study,145280-515310-2,48805,48805,48805 Vulnerability Study,145280-515310-3,92310,92310,92310 Business Assistance Grant,145200512821,12000,12000,12000 H/R Office Renovation,145860539630-2,141032.71,141032.71,141029.79 Highland Village Drainage Impr,145860539630-3,750000,750000,582471.43 Ne 151 St/14Th Ave Roundabout,145860539630-4,294165.96,294165.96,248028.71 Ne 153 St Drainage Improvement,145860539630-5,350000,350000,345630.71 Roadway

	Resurfacing,145860539630-6,196024,196024,103106.92 Conferencing Monitor (Cmo),145212512640,19045.55,19045.55,19045.55 Docusign Electronic Signatures,14521251254-1,6730.8,6730.8,6730.8 Hardware Purchases (Capital),145212512640-1,29066.72,29066.72,29066.72 Laserfiche Licensing Software,145212512540-2,24751.06,24751.06,24751.06 Licensing Software,145212512540-3,315301.5,315301.5,290948.34 Other Contractual Services,145212512347,24000,24000,24000 Server Equipment (Capital),145212512640-2,124428.89,124428.89,124428.89 Software (Capital),145212512642-6,17486.72,17486.72,17486.72 Video System Replace/Comm Cham,145212512640-3,60089.15,60089.15,60089.15 Windows & Doors,145280515468,294875,294875,266125 Bus Purchase,145710572640-5,19402,19402,19402 Air Purifers For Cty Buildings,145860539640-8,146716,146716,125366 City Wide Support Project,,2887164.91,2887164.91,2845 Temporary Use Ordinance,145280515310-10,5000,5000,5000 Overtime For Crime Trend Detai,145510521140,35000,35000,0

Project Name: Public Art in Parks

Project Identification Number	145/700
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Implementation and enhancement of art and park features

Project Name: Facade Grant

Project Identification Number	145200
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00

Current Period Expenditures	$0.00
Project Description	To assist residents with home beautification improvements associated with violations or liens on their property

Project Name: 165th Street Paving

Project Identification Number	145/800
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Repaving of roadway to ensure safety of road by addressing potholes

Project Name: Marine Vessel and Motor Vehicles (MC)

Project Identification Number	145500
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$280,000.00
Total Cumulative Obligations	$280,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	For the purchase of new marine vessel to patrol waterways and purchase of motorcades

Project Name: Traffic Trailer

Project Identification Number	145500/521640-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	For traffic safety and surveillance and evidence collection

Project Name: Comprehensive Plan Overhaul

Project Identification Number	145280/515310-8
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$21,002.50
Total Cumulative Obligations	$21,002.50
Total Cumulative Expenditures	$21,002.50
Current Period Obligations	$0.00
Current Period Expenditures	$21,002.50
Project Description	This program assists North Miami Beach in necessary revisions to its Comprehensive Plan. The City's plan is outdated, with inconsistencies throughout piecemeal item updates. This funds the first step, part of the data analysis needed to revise the plan. Importantly, the recently passed SB 1604 also requires a broader planning horizon than what the City is providing; therefore, this project is designed to bring the City into compliance with new state statutory requirements.

Project Name: 151 TOD Plan-Brightline

Project Identification Number	145280/515310-7
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$45,000.00
Total Cumulative Obligations	$45,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in the creation of a transit oriented development (TOD) district at the planned SMART Plan Northeast Corridor station area. The TOD district will consider land use and other strategies designed to spur additional investment into the City and provide for future expansion of the tax base.

Project Name: Fee Structure Analysis

Project Identification Number	145280/515310-6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled

Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in the update of its fee structure for community development. The fee structure has not been updated in over 10 years

Project Name: Sustainability Master Plan

Project Identification Number	145280/515310
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,880.00
Total Cumulative Obligations	$14,880.00
Total Cumulative Expenditures	$14,880.00
Current Period Obligations	$0.00
Current Period Expenditures	$14,880.00
Project Description	This program assists North Miami Beach in the development of a Green Master Plan for the community, building on sustainability and resiliency efforts through the research, review, and creation of appropriate policies for the City.

Project Name: Bear Cat

Project Identification Number	145500/521640-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$379,334.00
Total Cumulative Obligations	$379,334.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Police incident emergency response vehicle to rescue citizens in flooded areas, natural disasters, violent crimes, mass shooting

Project Name: DRS Admin Fees

Project Identification Number	145510/51250
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Completed 50% or more
Adopted Budget	$24,053.75
Total Cumulative Obligations	$24,053.75
Total Cumulative Expenditures	$13,053.75
Current Period Obligations	$0.00
Current Period Expenditures	$13,053.75
Project Description	Contracted for professional services to review eligibility assessments of SLFRF ARPA projects.

Project Name: Economic Development Study

Project Identification Number	145200/512310-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$40,000.00
Total Cumulative Obligations	$40,000.00
Total Cumulative Expenditures	$40,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Economic development study and initiatives to support economic development efforts city wide

Project Name: Strategic Planning

Project Identification Number	145200/512310
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$106,297.00
Total Cumulative Obligations	$106,297.00
Total Cumulative Expenditures	$106,297.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To cover development of city wide strategic plan to address strengths, weaknesses, opportunities, and threats for a resilient city planning and operations

Project Name: Workforce Training & Scholarships

Project Identification Number	145200/512482-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$15,000.00
Total Cumulative Obligations	$15,000.00
Total Cumulative Expenditures	$15,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To provide much-needed job training for our residents, the City will partner with local colleges to enroll residents into professional certificate programs. These certifications will allow our residents to secure high-paying jobs and even start their businesses or join an agency to start work right away. The City will provide scholarships/tuition assistance for these job training programs. This project will also allow for an allocation towards scholarships to NMB residents showing financial need to assist with tuition expenses.

Project Name: We Care to Share

Project Identification Number	145916/533480-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$315,747.91
Total Cumulative Obligations	$315,747.91
Total Cumulative Expenditures	$315,747.91
Current Period Obligations	$0.00
Current Period Expenditures	$315,747.91
Project Description	The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues.

Project Name: MUNIS System Business Automations

Project Identification Number	145212/512540
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$168,730.00
Total Cumulative Obligations	$168,730.00

Total Cumulative Expenditures	$102,175.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City is a Tyler MUNIS client since 8 years ago, however, we are not fully utilizing the system to its full extent. The funding requested is for business process reviews (BPR) to be done to identify areas of improvement and better utilization of the system. After the business process review, funding will allow for the purchase of any additional modules that may be needed and for professional service hours to address the issues and/or improvements identified in the BPRs. Examples of improvements are electronic payment, on-line vendor access, etc.

Project Name: Clear Touch

Project Identification Number	145212/512642-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$5,336.74
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$5,336.74
Total Cumulative Expenditures	$5,336.74
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Funding for this project will allow for the purchase of a new SMART Board for the Library to allow patrons to collaborate during meetings in Library facilities, allow for presentations, etc.

Project Name: Real Time Closed Captioning

Project Identification Number	145212/512642-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$34,200.00
Total Cumulative Obligations	$34,200.00
Total Cumulative Expenditures	$34,200.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This is for the purchase of an automated closed captioning system in real-time. Currently the City pays for post-event closed captioning due to the high costs of closed captioning live events. Also, the device will allow to close caption not

	on-line live events, but all events showing on channel 77 and on-line, thus allowing us to be more compliant w/ADA requirements.

Project Name: Cisco Switches Upgrade Citywide

Project Identification Number	145212/512642-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$57,000.00
Total Cumulative Obligations	$57,000.00
Total Cumulative Expenditures	$57,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This project will allow the City to replace our existing aging network infrastructure with new equipment that will allow for better communication between City facilities, enabling city staff to be able to collaborate on their city issued computers and phones. It will also address reliability issues as current equipment is 6+ years old, and starting to fail, causing downtime which affect departments ability to service customers.

Project Name: Backup Solutions

Project Identification Number	145212/512642-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$40,000.00
Total Cumulative Obligations	$40,000.00
Total Cumulative Expenditures	$40,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This is for the purchase of a unified backup system for City and Police Department Server Systems to ensure continuity of operations and protection from unintended file deletions, and/or in the event of cyber attacks, etc. This strengthens the City's opportunity to be prepared for a pandemic or any threat to the day to day function of operations by ensuring all systems are synched and will not experience disruption using cloud based storage and off site accessibility, further ensuring effective service delivery.

Project Name: Computer Equipment

Project Identification Number	145212/521520

Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$185,216.33
Total Cumulative Obligations	$185,216.33
Total Cumulative Expenditures	$185,216.33
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Funding will allow for the purchase of computer equipment such as laptops, desktops, monitors, printers, servers, etc. City-wide to ensure that we continue with our computer cyclical replacement plan. A lot of the equipment being used by our employees is no longer covered by warranty and/or over 5 years old, reducing employee productivity. Also, as part of IT's Strategic Plan new staff will be setup with Laptops to allow for mobility in case of emergencies, etc.

Project Name: Project Management Software

Project Identification Number	145212/512642-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$67,612.00
Total Cumulative Obligations	$67,612.00
Total Cumulative Expenditures	$30,500.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Funding is for the implementation of a new project management software for Public Works Department to be able to track CIP projects and other projects more efficiently and be able to capture metrics that can then be used to report the progress to the elected officials and residents/businesses of the City

Project Name: Vests, Helmets, ASP Pads

Project Identification Number	145510/521520-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00

Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department being able purchase active shooter vests, armored helmets when responding to violent incidents. The ASP pads are for defensive tactics and baton training.

Project Name: New Body Camera

Project Identification Number	145510/521520-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Department and residents by having body cameras that can keep the police department and the community transparent.

Project Name: Taser Replacement

Project Identification Number	145510/521520-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$51,091.16
Total Cumulative Obligations	$51,091.16
Total Cumulative Expenditures	$51,091.16
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by replacing the parts of the taser from wear and tear and/or buying a replacement taser.

Project Name: Body Armor Replacement

Project Identification Number	145510/521520-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$60,000.00
Total Cumulative Obligations	$60,000.00
Total Cumulative Expenditures	$57,386.12

Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by officers having the best body armor (vests) to protect themselves from bodily harm.

Project Name: Training Instruction Police

Project Identification Number	145500/521559
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$11,498.26
Total Cumulative Obligations	$11,498.26
Total Cumulative Expenditures	$11,498.26
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department and residents to continue to have our officers trained to reduce liability and have the best knowledge of skills when responding to calls for service.

Project Name: Office Furniture

Project Identification Number	145500/521520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$12,571.45
Total Cumulative Obligations	$12,571.45
Total Cumulative Expenditures	$12,571.45
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by updating desk and tables that were furnished when the building was built.

Project Name: Replace K-9

Project Identification Number	145500/521640-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$13,500.00
Total Cumulative Obligations	$13,500.00

Total Cumulative Expenditures	$13,500.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of K-9

Project Name: Police Radios

Project Identification Number	145500/521640-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$27,453.55
Total Cumulative Obligations	$27,453.55
Total Cumulative Expenditures	$27,453.55
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department Officers by having updated radios to be able to receive dispatched calls for service.

Project Name: Shotspotter Renewal

Project Identification Number	145500/521642-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$82,500.00
Total Cumulative Obligations	$82,500.00
Total Cumulative Expenditures	$82,500.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by identifying and locate active gun fire within 1 square mile. It helps reduce gun violence in the community and builds trust with the residents.

Project Name: Crime Analytics

Project Identification Number	145500/521642-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$34,575.00
Total Cumulative Obligations	$34,575.00

Total Cumulative Expenditures	$21,900.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department Officers and staff to identify trends using the power of artificial intelligence. With the use of that knowledge we will be assign patrols and units to an area of concern.

Project Name: Elevator Replacement Police Department Lobby

Project Identification Number	145500/521620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$150,000.00
Total Cumulative Obligations	$150,000.00
Total Cumulative Expenditures	$150,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$71,667.52
Project Description	This program assists North Miami Beach Department and residents who are handicapped or can't use the stairs to reach the second floor. Elevator Replacement PD: This is a much needed facility maintenance project which falls under government services, which states "...Maintain vital public services, even amid declines in revenue resulting from the crisis". This elevator is essential for the operation of government services as well as accessibility by the members of the public that utilize the police department

Project Name: License Plater Reader

Project Identification Number	145500/521640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$143,597.19
Total Cumulative Obligations	$143,597.19
Total Cumulative Expenditures	$143,597.19
Current Period Obligations	$0.00
Current Period Expenditures	$141,176.10
Project Description	This program assists North Miami Beach Police Department and residents by using new technology to find out when BOLO (be on look out) vehicles are in North Miami Beach looking to commit a crime. It will also capture suspects information when a crime occurs in North Miami Beach and the individual drives by an LPR capturing the tag.

Project Name: NE 154 Street Roadway Improvement

Project Identification Number	145860/539650-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$399,563.00
Total Cumulative Obligations	$399,563.00
Total Cumulative Expenditures	$320,775.79
Current Period Obligations	$0.00
Current Period Expenditures	$241,077.22
Project Description	Milling and resurfacing of roadway. The is a joint project with water and sewer as well as storm water construction phases. Background: In conjunction with the water and Storm Water utility upgrades, the roadways resurfacing will improve Ne 154st from west Dixie to 21st Avenue.

Project Name: Roadway Resurfacing Projects

Project Identification Number	145860/539650
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$109,000.00
Total Cumulative Obligations	$109,000.00
Total Cumulative Expenditures	$109,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Mill and resurface on city roadways as needed.

Project Name: Vactor & Sweeper

Project Identification Number	145860/539640-7
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$567,390.00
Total Cumulative Obligations	$567,390.00
Total Cumulative Expenditures	$167,790.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
	This allows for the purchase a new VAC truck to provide maintenance required for our infrastructure and will allow the City to address clogged pipes. Due to the pandemic, the

Project Description	amount of maintenance required to our infrastructure increased. The VAC truck will be able to release clogged drains on demand. The sweeper will continue to keep our streets clean for the community.

Project Name: Ballistic Shield Road Patrol

Project Identification Number	145500-521520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$362,198.10
Total Cumulative Obligations	$362,198.10
Total Cumulative Expenditures	$362,198.10
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department and residents by responding Officers having the proper equipment to respond to active shooter/gun violence incidents.

Project Name: Facilities Air Purifiers

Project Identification Number	145860/539640-6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$94,932.47
Total Cumulative Obligations	$94,932.47
Total Cumulative Expenditures	$83,116.00
Current Period Obligations	$0.00
Current Period Expenditures	$4,815.00
Project Description	This program is to help provide a cleaner and healthier environment in City Facilities, by removing impurities in the air. The AC air is run through UV lights that kill and remove dust and germs as it circulates in the buildings.

Project Name: Operations Center Drainage Improvement

Project Identification Number	145860/539630-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$152,084.40
Program Income Earned	$0.00

Program Income Expended	$0.00
Total Cumulative Obligations	$152,084.40
Total Cumulative Expenditures	$105,598.40
Current Period Obligations	$0.00
Current Period Expenditures	$105,598.40
Project Description	Removal of the two (2) existing catch basins Construction of new drainage system: Demolish 12” thick concrete slab Installation of three (3) new catch basins Installation of 205’ of 24” exfiltration trenches 75’ connection to existing drainage system within the property.

Project Name: Pavement Condition Index (PCI)

Project Identification Number	145860/539630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$60,000.00
Total Cumulative Obligations	$60,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Assess conditions and prioritize repairs of streets. Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.

Project Name: Two Portable Light Towers

Project Identification Number	145860/539640-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$27,541.00
Total Cumulative Obligations	$27,541.00
Total Cumulative Expenditures	$27,541.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Purchase of 2 new light towers (Department 850 currently possesses 2 light towers. These are used regularly at City Events and at night time to provide for safer work environments. 2 more light towers are needed due to high demand for lighting.) With the purchase of these light towers, this project promotes the health and safety of residents and other members of the public that attend City

	events or City activities at night, promoting a safe environment for all. 6.1 Provision of Government Services

Project Name: One Man Aerial Lift

Project Identification Number	145860/539640-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$12,066.00
Total Cumulative Obligations	$12,066.00
Total Cumulative Expenditures	$12,066.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Aerial lift to replace current, old one man lift which has spent months waiting on parts, and replacement parts have become obsolete.

Project Name: Genie Electronic Scissor Lift

Project Identification Number	145860/539640-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$28,000.00
Total Cumulative Obligations	$28,000.00
Total Cumulative Expenditures	$28,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This project is to replace out dated equipment that is at the end of its useful life. Parts are no longer available making repairs very difficult. Down time of the equipment increases the cost of projects because of the need to rent equipment, along with delays of completing the tasks.

Project Name: Elevator Compliance Upgrades

Project Identification Number	145860/539620-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$63,854.00
Total Cumulative Obligations	$63,854.00
Total Cumulative Expenditures	$63,854.00
Current Period Obligations	$0.00

Current Period Expenditures	$0.00
Project Description	Elevator compliance upgrades to comply with Miami-Dade County regulations : With the Elevator compliance project in various city facilities, this project allows for the health and safety of government workers as well as members of the public that access our government services through the facilities. Strong Healthy Communities: Neighborhood Features that Promote Health and Safety.

Project Name: AHU Replacement Citywide

Project Identification Number	145860/539640-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$189,755.00
Total Cumulative Obligations	$189,755.00
Total Cumulative Expenditures	$189,755.00
Current Period Obligations	$0.00
Current Period Expenditures	$77,300.00
Project Description	This project covers the replacement of old HVAC units in various city facilities (Budgeting for the replacement of air handling units in the city that are no longer functioning properly). With the replacement of the HVAC units in various city facilities, it promotes the health and safety for government workers as well as members of the public with clean air. Communities: Neighborhood Features that Promote Health and Safety

Project Name: City Wide Exterior Facilities

Project Identification Number	145860/539620-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$538,042.00
Total Cumulative Obligations	$538,042.00
Total Cumulative Expenditures	$482,721.75
Current Period Obligations	$0.00
Current Period Expenditures	$399,579.13
Project Description	To replace roof systems that have aged out and can no longer be repaired. The replacement will have a warranty and protect the city assets inside and the building itself. Replacement of existing roofs systems, and to also include any and all current code requirements to bring the facilities up to compliance. The roof systems improvement project of various city facilities is vital to government services as it promotes the health and safety for government workers as well as members of the public with preserving the existing

	roof structures and allowing government services to continue in a safe manner

Project Name: Police Vehicles

Project Identification Number	145500/521640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$809,495.36
Total Cumulative Obligations	$809,495.36
Total Cumulative Expenditures	$641,573.73
Current Period Obligations	$0.00
Current Period Expenditures	$505,791.37
Project Description	This program will bring the North Miami Beach Police Department fleet up to par with an Officer never having a car older than 5 years old. Be in compliance with Commission for Florida Law Enforcement Accreditation (CFA). This will keep morale up and be used as a recruiting tool as well to attract the best candidates.

Project Name: Fleet Management Software

Project Identification Number	145212/512642
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$42,026.98
Total Cumulative Obligations	$42,026.98
Total Cumulative Expenditures	$42,026.98
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Fleet management software enables NMB Service Shop to manage activities and schedules for specific tasks related to repairs, preventative maintenance, inventory tracking, asset management, etc) in the management of any or all aspects relating to NMB fleet of vehicles. This program will allow the City to purchase up-to-date software (licenses and subscriptions) to manage activities and schedules for specific tasks related to repairs, preventive maintenance, inventory tracking, asset management, etc. in the management of all aspects relating to NMB fleet of vehicles.

Project Name: Impact Windows

Project Identification Number	145600/571620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Not Started
Adopted Budget	$330,000.00
Total Cumulative Obligations	$330,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Impact Windows and Doors to replace all building openings and provide storm protection to absent or malfunctioning aging shutters. Replace malfunctioning doors. Provide stronger less demanding hurricane protection and quicker recovery for reopening facility to the public. Replace all building openings on an aging building. To provide a secure location and provide storm protection to absent/malfunctioning aging shutters. Provide stronger less demanding hurricane protection and quicker recovery for reopening facilities to the public. This project is pivotal for the community especially during the pandemic.

Project Name: RFID-Implement Self Checkout

Project Identification Number	145600/571642
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$12,756.35
Total Cumulative Obligations	$12,756.35
Total Cumulative Expenditures	$12,756.35
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Due to the pandemic, we have been attempting to provide a more convenient way to help residents to work effectively without a considerable amount of interaction. This program will allow the City to purchase equipment that will enable the City to electronically process items quicker.

Project Name: Bathroom Remodel

Project Identification Number	145600/57120
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$100,000.00
Total Cumulative Obligations	$100,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	DA and Family Bathroom Remodel. Gut bathrooms to create a Children's bathroom accessible from the Children's Room. Create Bathroom that is a family bathroom. Create an ADA approved bathroom. Provide general stalls that are enclosed to the floor to ensure for privacy regardless of user.

Project Name: Lap Top Self Check Out

Project Identification Number	145600/571642-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,250.00
Total Cumulative Obligations	$14,250.00
Total Cumulative Expenditures	$14,250.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	- Due to the pandemic, we have been attempting to provide a more convenient way to help residents to work effectively without a considerable amount of interaction. This program will allow the City to purchase equipment that will enable the City to electronically process items quicker. This will also provide residents access to technology and provide equitable use of technology initiatives that are promoted during catastrophic responses.

Project Name: Book Scanner for Historic Reading

Project Identification Number	145600571642-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$31,350.00
Total Cumulative Obligations	$31,350.00
Total Cumulative Expenditures	$31,350.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Purchase of scanner Book Eye 4 large platform. Set up, training, software and Purchase of storage for data for book digitization. Digitization is part of the library’s mission to provide access and preserve the history of North Miami Beach. This program will allow the purchasing of scanner, Bookeye 4, large platform and will preserve all of the historical and cultural heritage of the community. This will include setting up equipment, training, software and the purchase of data storage for book digitization.

Project Name: Generator

Project Identification Number	145600/571640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$57,330.00
Total Cumulative Obligations	$57,330.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	his program will provide the funding to address the facilities that require maintenance and repairs. It would be detrimental to the residents for the Library to be closed during a pandemic or a disaster. During the Pandemic the Library was providing online programs within 4 days of the declared emergency. The Library provided service to the students when schools did not reopen so they would have a place to be and provide connectivity. The library provided SNAP recovery Services. During 2005 and the unnamed storm without power the library was still a recovery place for the community as we took over water distribution, providing hot-spot internet access and FEMA applications for 3 to 6 months.

Project Name: Ice Machine

Project Identification Number	145710/572640-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,497.50
Total Cumulative Obligations	$14,497.50
Total Cumulative Expenditures	$14,497.50
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is to purchase new ice machines at two parks and recreation locations to support and enhance community recreation programming

Project Name: 4-Doggie Station

Project Identification Number	145721/519520-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Completed
Adopted Budget	$2,290.20
Total Cumulative Obligations	$2,290.20
Total Cumulative Expenditures	$2,290.20
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program allows for the addition of new doggie stations at public facilities providing public services and better community experience.

Project Name: Buffer Stripper Purchase

Project Identification Number	145721/519520-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$1,866.80
Total Cumulative Obligations	$1,866.80
Total Cumulative Expenditures	$1,866.80
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow for continual beautification of Park Facilities

Project Name: Playground Surfacing Recoating

Project Identification Number	145721/519650
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$9,703.72
Total Cumulative Obligations	$9,703.72
Total Cumulative Expenditures	$9,703.72
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists with the maintenance recoating of the playground pour in place safety surfacing

Project Name: Furniture, TV, Electronics

Project Identification Number	145714/569520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$5,225.00
Total Cumulative Obligations	$5,225.00
Total Cumulative Expenditures	$5,225.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow for the creation of a teen area at YES Center

Project Name: Replace Pool Pumps

Project Identification Number	145712/572640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$9,431.71
Total Cumulative Obligations	$9,431.71
Total Cumulative Expenditures	$5,781.67
Current Period Obligations	$0.00
Current Period Expenditures	$5,781.67
Project Description	This program will allow for a continuous operation of Victory pool

Project Name: Playground Parts, Deck Equipment

Project Identification Number	145712/572640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$24,710.46
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$24,710.46
Total Cumulative Expenditures	$24,710.46
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow for the replacement of needed playground equipment parts throughout the city

Project Name: Victory Pool Deck Furniture

Project Identification Number	145710/572520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Completed
Adopted Budget	$9,545.75
Total Cumulative Obligations	$9,545.75
Total Cumulative Expenditures	$9,545.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists with the upgrading of pool deck furniture and lifeguard stands at Victory Pool

Project Name: Bus Purchase

Project Identification Number	145710/572640-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$100,000.00
Total Cumulative Obligations	$100,000.00
Total Cumulative Expenditures	$100,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Purchase of bus for Parks and Rec Department programs and activities to include pick up of youth and seniors

Project Name: Park Restoration(Arbor Day)

Project Identification Number	145710/572630-6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$65,678.40
Total Cumulative Obligations	$65,678.40
Total Cumulative Expenditures	$65,678.40
Current Period Obligations	$0.00
Current Period Expenditures	$5,678.40
Project Description	Yearly Arbor Day project to create, spruce up, renovate a park or area through the Beautification Committee. Program to renovate park areas that benefit low and moderate income areas through eliminating blight and enhancing beautification through new park amenities and landscape features and also include pathway for ADA accessibility.

Project Name: Taylor Park Aqua/Bowl

Project Identification Number	145710/572630-5
Project Expenditure Category	6-Revenue Replacement

Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,000.00
Total Cumulative Obligations	$14,000.00
Total Cumulative Expenditures	$14,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Repair/replace fountain at Taylor Park Aqua Bowl. Current water feature fountain is inoperable

Project Name: Challenger Park Shade Structure

Project Identification Number	145710/572630-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$17,280.00
Total Cumulative Obligations	$17,280.00
Total Cumulative Expenditures	$17,270.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of large pavilion at Challenger Park. Roof is deteriorating and cannot be repaired

Project Name: SIMS Aquatic Center Little Lagon

Project Identification Number	145860/539620-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement equipment for the Little Lagoon water playground structure at Victory Pool. Current equipment is rusting.

Project Name: Sims Aquatic Center New Outdoor

Project Identification Number	145710/572620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Completed
Adopted Budget	$4,596.20
Total Cumulative Obligations	$4,596.20
Total Cumulative Expenditures	$4,596.20
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of a required outdoor pool shower and foot wash that patrons use prior to entering the pool.

Project Name: Highland Village Splashpad Design

Project Identification Number	145710/572630-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$240,000.00
Total Cumulative Obligations	$240,000.00
Total Cumulative Expenditures	$184,078.76
Current Period Obligations	$0.00
Current Period Expenditures	$50,193.40
Project Description	Splashpad at Highland Village Community Center

Project Name: Food Distribution

Project Identification Number	145710-0000
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$19,190.79
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$19,190.79
Total Cumulative Expenditures	$19,190.79
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Food distributions to benefit NMB residents facing food insecurity

Project Name: Littman Theater Overhead Stage

Project Identification Number	145710/572640-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Completed
Adopted Budget	$34,998.00
Total Cumulative Obligations	$34,998.00
Total Cumulative Expenditures	$34,998.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of speakers over the stage at the Littman Theater to provide a better sound and experience for the patrons.

Project Name: Victory Park Pool Replacement

Project Identification Number	145710/572640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$29,293.00
Total Cumulative Obligations	$29,293.00
Total Cumulative Expenditures	$29,293.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists with the upgrading of pool deck furniture and lifeguard stands at Victory Pool

Project Name: Housing Analysis Report

Project Identification Number	145280/515310-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach with analysis of the housing stock of the city and will help to identify strategies to address housing crises.

Project Name: Mischon Park - Phase II Per Master Plan

Project Identification Number	145710/572630-2

Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$137,392.13
Total Cumulative Obligations	$137,392.13
Total Cumulative Expenditures	$86,382.80
Current Period Obligations	$0.00
Current Period Expenditures	$40,812.04
Project Description	(Restroom/Concession Upgrade, Batting Cage, Walking Path Connectivity, Maintenance Storage Building, Close Driveway And Open With New Green Space, Pavilions, Install Outdoor Security Cameras,)

Project Name: Rapid Transit Zone County RQM

Project Identification Number	145280-515310-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$49,210.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$49,210.00
Total Cumulative Expenditures	$49,210.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in meeting the Miami-Dade County's mandated deadline for addressing the Rapid Transit Zone, which extends from the rail line and proposed SMART plan stations, by June 2024, or face preemption regulations by the County.

Project Name: Septic to Sewer Conversion

Project Identification Number	145900/533630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$400,000.00
Total Cumulative Obligations	$400,000.00
Total Cumulative Expenditures	$178,484.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To assist residents with septic to sewer conversion

Project Name: Mental Health Workshop

Project Identification Number	145500-521397
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$43,252.26
Total Cumulative Obligations	$43,252.26
Total Cumulative Expenditures	$43,252.26
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.

Project Name: Washington Design and Construction

Project Identification Number	145860-539620 & 640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$807,019.24
Total Cumulative Obligations	$807,019.24
Total Cumulative Expenditures	$807,019.24
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This project will include the construction of Washington Park and additional improvements to other park facilities. This program will also purchase and install a bus shelter to enhance the passengers' riding experience and, most importantly, protect them from natural elements like sun, rain, and wind.

Project Name: Mental Health Workshops

Project Identification Number	145500-521396
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$23,102.32
Total Cumulative Obligations	$23,102.32
Total Cumulative Expenditures	$23,102.32
Current Period Obligations	$0.00

Current Period Expenditures	$0.00
Project Description	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.
Does this project include a capital expenditure?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health impact of COVID-19

Project Name: Business Grant Assistance

Project Identification Number	145280-515821
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$300,000.00
Total Cumulative Obligations	$300,000.00
Total Cumulative Expenditures	$300,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will assist local North Miami Beach businesses to alleviate job loss caused by business closures related to social economic disturbances caused by the COVID-19 Pandemic by providing short-term working capital assistance to operations to enable retention. Program was reduced to $ 2,000.00 per business effective 10/01/2023 to assist more businesses.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	8 Imp SBs that experienced a negative economic impact
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program provides eligible for-profit business owners within the City of North Miami Beach with a one-time grant award in an amount not to exceed $5,000. The grant award must be used to cover certain expenditures that allow businesses to remain viable and operational. The goal of this program is to assist small businesses that experienced a loss or reduction in revenue as a result of the COVID-19 pandemic.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The grant award must be used to cover certain expenditures that allowed businesses to remain viable and operational. The goal of this program is to assist small businesses that experienced a loss or reduction in revenue as a result of the

	COVID-19 pandemic. Program criteria will help ensure that the response is reasonable and proportional to a public health or negative economic impact of Covid-19.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	66

Project Name: Home Rehabilitation

Project Identification Number	145280-515468
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$254,069.94
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$254,069.94
Total Cumulative Expenditures	$226,169.94
Current Period Obligations	$0.00
Current Period Expenditures	$30,498.00
Project Description	This program will allow approved homeowners to receive funding to replace windows, doors, and roofs to make the homes energy efficient and sustainable. Retrofitting these homes with quality resources will allow the windows, doors and, roofs to last longer and allow the home to be more efficient with energy.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The Home Rehabilitation Program is designed to provide financial assistance to homeowners to address and repair items that compromise the life, health, and/or safety of the household.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Households must meet gross annual income requirement, not exceeding 80% of the Area Median Income ("AMI") limits established by the U.S. Department of Housing and Urban Development ("HUD") for the jurisdiction of North Miami Beach, FL. The applicable low-income limits for determining program eligibility are published by HUD in the Federal Register and are updated annually.

Project Name: Assessments and Studies

Project Identification Number	145280-515310
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$2,708.00

Total Cumulative Obligations	$2,708.00
Total Cumulative Expenditures	$2,708.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This project included a literature review, data collection, climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. Renewable studies identify ways to produce renewable energy. Parking study to identify the location, use, and adequacy of existing parking facilities. Water conservation study to ensure the availability of water for future generations.

Project Name: We Care-Utility Assistance to Residents

Project Identification Number	145916-533480
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$29,557.70
Total Cumulative Obligations	$29,557.70
Total Cumulative Expenditures	$29,557.70
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach will offer customers assistance for hardship-related inability to pay utility bills.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The City of North Miami Beach will offer customers assistance for hardship-related inability to pay utility bills. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	59

Project Name: Sanitation Services

Project Identification Number	145200-581915
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$1,174,621.00
Program Income Earned	$0.00

Program Income Expended	$0.00
Total Cumulative Obligations	$1,174,621.00
Total Cumulative Expenditures	$1,174,621.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach provides a full range of municipal services for its citizens. These include sanitation services.

Project Name: Public Safety Payroll

Project Identification Number	145200-581910
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$1,101,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$1,101,000.00
Total Cumulative Expenditures	$1,101,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach provides a full range of municipal services for its citizens. These include public safety (Police and Fire protection)

Project Name: Public Outreach

Project Identification Number	145200-512480 Public Outr
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$77,124.74
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$77,124.74
Total Cumulative Expenditures	$77,124.74
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach.
Does this project include a capital expenditure?	No

What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach. This public outreach campaign will allow the City to advertise through available media platforms to reach as many residents as possible, including flyers, direct mailings, email marketing, radio ads, and broadcasts. This program will focus on Outreach and Education.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach. This public outreach campaign will allow the City to advertise through available media platforms to reach as many residents as possible, including flyers, direct mailings, email marketing, radio ads, and broadcasts. This program will focus on Outreach and Education.

Project Name: At Home Test Kits

Project Identification Number	145200-512520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$24,999.99
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$24,999.99
Total Cumulative Expenditures	$24,999.99
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the City Manager's Office to be distributed during Summer 2022. Note that all at-home testing kits must be provided to the public or staff on or before the expiration date of September 2022.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of

Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the

Project Name: Community Engagement

Project Identification Number	145200-512480 Comm Engage
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$82,522.98
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$82,522.98
Total Cumulative Expenditures	$82,522.98
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow community engagement to ensure the community members gain access to valued social settings and activities, feel that they are able to contribute meaningfully to those activities, and develop functional capabilities that enable them to participate fully.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Purchase of materials, gift cards and other operation expenses necessary to run the program.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	We activated several programs to allow residents to participate in COVID-19 friendly activities.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	255

Project Name: Grocery Gift Card Distribution Program

Project Identification Number	145200-512480 Gift Cards

Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$166,254.08
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$166,254.08
Total Cumulative Expenditures	$166,254.08
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow residents living in the City to obtain this grocery gift card to make grocery and household items.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will allow residents living in the City to obtain this grocery gift card to make grocery and household items.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The COVID-19 pandemic negatively many residents in the NMB community, to mitigate further social economic impact as a result of COVID-19 the City provides gift cards to purchase meals to those families in need.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	855

Project Name: Turkey Distribution Program

Project Identification Number	145200-512480 Turkey Dist
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$29,967.64
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$29,967.64
Total Cumulative Expenditures	$29,967.64
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will distribute Turkeys during the Thanksgiving holidays to residents living in the City. This includes the logistics, operations and material necessary to distribute the turkeys.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted	

population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will distribute Turkeys during the Thanksgiving holidays to residents living in the City.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The COVID-19 pandemic negatively many residents in the NMB community, to mitigate further social economic impact as a result of COVID-19 the City provides meals to those families in need.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	1,000

Project Name: Technology Improvements

Project Identification Number	145212
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$171,946.21
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$171,946.21
Total Cumulative Expenditures	$171,946.21
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.

Project Name: VAC Truck Purchase

Project Identification Number	145900-533640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$275,000.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$275,000.00
Total Cumulative Expenditures	$275,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The NMBWater Department request to purchase a new combination Vac truck. Due to the pandemic,the amount of maintenance required to our infrastructure increased. Due to the pandemic, more people are home or working from home which resulted in increased back ups. An assessment and extensive research indicates cooking oil is being introduced into the filter system. The Vac truck will be able to release clogged drains on demand.
Projected/actual construction start date	4/26/2022
Projected/actual initiation of operations date	4/27/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	North Miami Beach
Public Water System (PWS) ID Number	12222
National Pollutant Discharge Elimination System (NPDES) Permit Number	12222
Median Household Income of service area	$40,000.00
Lowest Quintile Income of the service area	$35,000.00

Project Name: Job Training Programs/Certificates

Project Identification Number	145500-521559
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Police Academy Training for two certified trained police officers including tuition, uniforms and books.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance	

program(s), including public health or negative economic impact experienced	Police Academy Training for two certified trained police officers including tuition, uniforms and books.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Police Academy Training for two certified trained police officers including tuition, uniforms and books.

Project Name: Critical Infrastructure

Project Identification Number	145860-539630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$227,810.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$227,810.00
Total Cumulative Expenditures	$227,810.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.

Project Name: Senior Facility

Project Identification Number	145710-572610/572620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$210,197.16
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$210,197.16
Total Cumulative Expenditures	$90,663.78
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Design and construction Senior Citizens facility (includes bus purchase)

Project Name: Financial Literacy Courses/Sessions

Project Identification Number	145600-571480
Project Expenditure Category	6-Revenue Replacement

Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$19,847.98
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$19,847.98
Total Cumulative Expenditures	$19,847.98
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	One of the significant deficiencies affecting our community is the overall lack of financial literacy. Not understanding fundamental topics such as managing debt, saving and investing, 401k and IRA investing for retirement, and the dangers of credit card debt, create generational wealth gaps and keep families from getting ahead. This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.

Project Name: Mortgage & Rental Assistance

Project Identification Number	145280-515482
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$196,400.00
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$196,400.00
Total Cumulative Expenditures	$196,400.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Assist for homeowners and renters that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by

	preventing foreclosures or eviction and keeping both tenants and homeowners in their homes
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Assist for homeowners and renters that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program benefits the residents who reside in North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	86

Project Name: Human Services Programs

Project Identification Number	145200-512480-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$259,748.75
Program Income Earned	$0.00
Program Income Expended	$0.00
Total Cumulative Obligations	$259,748.75
Total Cumulative Expenditures	$259,748.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Social assistance programs designed to administered to residents and constituents of North Miami Beach. These programs are geared towards assisting all North Miami Beach residents and constituents overcome adversity provide resources to empower recipients to reach their full potential. These programs are designed to contribute to the welfare and promote happiness by delivering a broad range of help and support to individuals and families.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	These programs are geared towards assisting all North Miami Beach residents and help constituents overcome adversity provide resources to empower recipients to reach their full potential. These programs are designed to contribute to the welfare and promote happiness by delivering a broad range of help and support to individuals and families.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or	These programs are geared towards assisting all North Miami

negative economic impact of Covid-19	Beach residents and constituents overcome adversity.

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to $10 million, not to exceed your total award allocation, for identifying revenue loss?	No
Base Year General Revenue	$42,925,792.03
Growth Adjustment Used	9.10%
Base Year Fiscal Year End Date	9/30/2019
Total Estimated Revenue Loss	$23,360,652.13
Are you reporting Actual General Revenue using calendar year or fiscal year?	Fiscal Year

2020

Actual General Revenue	$43,886,377.87
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$3,976,549.30
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

2021

Actual General Revenue	$48,078,705.19
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$4,139,748.35
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
	The Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public

Please provide an explanation of how revenue replacement funds were allocated to government services	services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

2022

Actual General Revenue	$49,802,843.12
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$7,167,489.69
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	The Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

2023

Actual General Revenue	$54,077,768.31
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$8,076,864.79
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

Ineligible Activities: Tax Offset Provision

Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years?	No

Baseline Revenue and De Minimis Threshold (2023)

Total Value of Revenue-Reducing Covered Change	$0.00
Enter Baseline Revenue	
De Minimis Threshold	$0.00
Aggregate value of the Revenue-Reducing Covered Change(s) for the requested fiscal year as a percentage of Baseline Revenue	

Actual Tax Revenue and Reduction in Net Tax Revenue (2023)

Baseline Revenue	
Actual Tax Revenue	
Reduction in Net Tax Revenue: Baseline Revenue minus Actual Tax Revenue	$0.00

Overview

Total Obligations	$21,557,242.00
Total Expenditures	$15,047,792.18
Total Adopted Budget	$21,557,242.00
Total Number of Projects	115
Total Number of Subawards	0
Total Number of Expenditures	0
Total Program Income Earned	$0.00
Total Program Income Expended	$0.00

Have you expended $750,000 or more in federal award funds during your most recently completed fiscal year?	No

Certification

Authorized Representative Name	Sheron Stewart
Authorized Representative Telephone	
Authorized Representative Title	Budget Administrator
Authorized Representative Email	sheron.stewart@citynmb.com
Submission Date	7/30/2025 8:44 PM