CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Thursday, August 27, 2026
6:00 PM

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

City Manager Darvin Williams

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**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
5. **PRESENTATIONS / DISCUSSIONS**
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. CITY MANAGER'S REPORT

10. CITY ATTORNEY'S REPORT

11. CITY CLERK'S REPORT

12. CONSENT AGENDA

12.1. Special Commission Meeting Minutes of July 14, 2026 (Andrise Bernard, MMC, City Clerk)

12.2. Commission Conference Minutes of July 21, 2026 (Andrise Bernard, MMC, City Clerk)

12.3. Regular Commission Meeting Minutes of July 21, 2026 (Andrise Bernard, MMC, City Clerk)

12.4. Budget Workshop Minutes of August 20, 2026 (Andrise Bernard, MMC, City Clerk)

12.5. Resolution No. R2026-90 Change Order to contract with TechGroupOne, Inc. for the Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TECHGROUPONE, INC., INCREASING THE ESTIMATED EXPENDITURE BY $92,799.00, FOR TRANSIT SHELTER, AMENITIES AND OUTDOOR EQUIPMENT INSTALLATION; 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.

12.6. Resolution No. R2026-97 Development of an Arts District and Cultural Corridor along NE 164th Street and the Snake Creek Canal (Commissioner Phyllis S. Smith)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR DEVELOPMENT OF AN ARTS DISTRICT; 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.

12.7. Resolution No. R2026-106 Approving acceptance of Florida Department of Environmental Protection (DEP) Legislative Funding Award for Highland Village Drainage Project – Phase 1 (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") LEGISLATIVE FUNDING AWARD L0507 IN THE AMOUNT OF $325,000 FOR THE HIGHLAND VILLAGE DRAINAGE PROJECT – PHASE 1; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEP GRANT AGREEMENT AND ALL RELATED DOCUMENTS; AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ADMINISTER THE PROJECT AND CARRY OUT ALL GRANT REQUIREMENTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR INCORPORATION OF

RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.8. Resolution No. R2026-107 Approving Acceptance of the Hazard Mitigation Grant Program (HMGP) Award for the Citywide Stormwater Master Plan (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") HAZARD MITIGATION GRANT PROGRAM AWARD FOR PROJECT 4673-305-P52 IN THE AMOUNT OF $216,153.75, AUTHORIZING THE CITY MANAGER TO EXECUTE SUB-RECIPIENT AGREEMENT H1458 AND ALL RELATED DOCUMENTS; AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ADMINISTER THE PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.9. Resolution No. R2026-108 Approving and Authorize a Contract Extension and Increase for the Purchase of Liquid Lime Sludge Loading, Hauling & Disposal Services with Prolime Corporationn (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CONTRACT EXTENSION TO THE PREVIOUSLY APPROVED CONTRACT WITH PROLIME CORPORATION FOR THE PURCHASE OF LOADING, HAULING AND DISPOSAL OF LIQUID LIME SLUDGE, IN AN AMOUNT NOT TO EXCEED $110,000.00 PER MONTH FOR UP TO FIVE-MONTHS; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12.10. Resolution No. R2026-109 Approving and Authorizing Award of RFP-2026-02 for NMBW Strategic Communication Services (Sponsored by City Manager Darvin Williams)

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 AN AGREEMENT WITH CIRCLE OF ONE MARKETING, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE PROPOSER, TO PROVIDE STRATEGIC COMMUNICATIONS SERVICES FOR THE NMB PURE INITIATIVE IN AN AMOUNT NOT TO EXCEED $148,000.00,

SUBJECT TO BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT AND 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.

12.11 Resolution No. R2026-110 Approve and Authorize an Increase to the Annual Expenditure via a Contract Change Order with Invoice Cloud, Inc. for the Purchase of Electronic Billing & Payment Software Solution Services (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE ANNUAL EXPENDITURE BY $50,000.00 VIA CONTRACT CHANGE ORDER WITH INVOICE CLOUD, INC., FOR THE PURCHASE OF ELECTRONIC BILLING AND PAYMENT SOFTWARE SOLUTION SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.12 Resolution No. R2026-111 Approving Task Order for Professional Engineering Services for NWTP Wellfield Condition Assessment with Hazen and Sawyer (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORWOOD-OEFFLER WATER TREATMENT PLANT WELLFIELD CONDITION ASSESSMENT, IN AN AMOUNT NOT TO EXCEED $163,630.00, WITH HAZEN AND SAWYER 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; PROVIDING FOR SCRIVENER'S ERRORS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.13 Resolution No. R2026-112 Approving Task Order for Professional

Engineering Services and Regulatory Assistance for the City's Cycle 3 Sanitary Sewer Evaluation Survey with Hazen and Sawyer (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TASK ORDER INCREASE FOR PROFESSIONAL ENGINEERING SERVICES AND REGULATORY ASSISTANCE FOR THE CITY'S CYCLE 3 SANITARY SEWER EVALUATION SURVEY, INCREASING EXPENDITURE BY $28,000.00 WITH HAZEN AND SAWYER 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; PROVIDING FOR SCRIVENER'S ERRORS; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.14 **Resolution No. R2026-113 Approving Purchase Order between the City and BBA Pumps, Inc. for the Purchase of Two Diesel Driven Dewatering & Sewage Pumps (Sponsored by City Manager Darvin Williams)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND BBA PUMPS INC., FOR THE PURCHASE OF TWO DIESEL DRIVEN DEWATERING & SEWAGE PUMPS; IN A BUDGETED AMOUNT NOT TO EXCEED $131,860.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12.15 **Resolution No. R2026-114 Approving and Authorizing the Renewal of Citywide Group Insurance for FY26-27 with Aetna, Inc. (Sponsored by City Manager Darvin Williams)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE RENEWAL OF CITYWIDE GROUP INSURANCE BENEFITS WITH AETNA, INC., FOR THE CITY'S GROUP MEDICAL, DENTAL, AND VISION INSURANCE THE 2026-2027 PLAN YEAR; AND THE RENEWAL OF ANCILLARY BENEFITS FOR 2026-2027 PLAN YEAR; AND AUTHORIZING THE

CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

12.16 Resolution No. R2026-115 Aventura Rehab & Nursing Center (Sponsored by City Attorney)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. R2023-120 TO REMOVE THE LANGUAGE RESTRICTING THE USE OF THE WORD "AVENTURA" IN THE PROJECT NAME AND WEBSITE ADDRESS; 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.

12.17 Resolution No. R2026-116 Affirming the City's Commitment to Combating Antisemitism (Mayor Michael Joseph & Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH AFFIRMING THE CITY'S COMMITMENT TO COMBAT ANTISEMITISM AND ADOPTING THE INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE (IHRA) WORKING DEFINITION OF ANTISEMITISM; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

13. QUASI-JUDICIAL

13.1 Resolution No. R2026-117 Prestige Motor Imports Conditional Use (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE CONDITIONAL USE AND SITE PLAN APPLICATION LOCATED AT 15090 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FLORIDA FOR PRESTIGE MOTOR IMPORTS FOR THE CONSTRUCTION OF A 48-SPACE PARKING LOT AS PART OF AN PARKING LOT USE; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

14. LEGISLATION

14.1. Ordinance No. 2026-05 (First Reading) Political Signs Code Ordinance (Sponsored by Commissioner Lynn Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE NORTH MIAMI BEACH SIGN CODE AS TO POLITICAL SIGNS; SHORTENING THE TIME TO REMOVE SIGNS POST ELECTION AND INCREASING THE AMOUNT OF THE SIGN BOND AND SPECIFYING THE DATE WHEN POLITICAL SIGNS MAY BE POSTED; PROVIDING CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

14.2. Ordinance No. 2026-13 (First Reading) Amending Code for No Wake Zones (Sponsored by City Manager Darvin Williams)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO DESIGNATE ALL CITY CANALS AS IDLE SPEED/NO WAKE ZONES AND PORTIONS OF BISCAYNE BAY AS SLOW SPEED/MINIMUM WAKE ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

14.3. Resolution No. R2026-104 Modification of the Agreement Between the City and Miami-Dade County to Permit the Partial Release and Modification of Deed Restriction for Greynolds Park (Sponsored by City Manager Darvin Williams)

A RESOLUTION BY THE CITY OF NORTH MIAMI BEACH PROVIDING FOR THE MODIFICATION OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY TO PERMIT THE PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION FOR GREYNOLDS PARK DATED DECEMBER 14, 1934 FOR THE EXPRESSED CONSTRUCTION AND OPERATION OF A PUBLIC STORMWATER PUMP STATION AND RELATED INFRASTRUCTURE BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

14.4. Resolution No. R2026-118 Terminating and Replacing Greenspoon Marder LLP (Sponsored by Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TERMINATING THE RETAINER AGREEMENT WITH GREENSPOON MARDER, LLP FOR CITY ATTORNEY SERVICES; APPOINTING STEVEN W. ZELKOWITZ, P.A. TO SERVE AS INTERIM CITY ATTORNEY;

AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A RETAINER AGREEMENT WITH STEVEN W. ZELKOWITZ, P.A., IN SUBSTANTIALLY SIMILAR FORM TO THE CITY'S EXISTING RETAINER AGREEMENT, FOR A TERM NOT TO EXCEED SIX (6) MONTHS OR UNTIL SUCH TIME AS THE CITY COMMISSION APPOINTS A PERMANENT CITY ATTORNEY OR TAKES OTHER ACTION, WHICHEVER OCCURS FIRST, AT A MONTHLY RETAINER OF THIRTY-FIVE THOUSAND DOLLARS ($35,000); PROVIDING FOR THE ORDERLY TRANSITION OF LEGAL SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

14.5. Resolution No R2026-119 Approving a Moratorium on Permanent Charter Member Selection (Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPOINTMENT OF PERMANENT CHARTER OFFICERS DURING THE PERIOD IMMEDIATELY PRECEDING AND FOLLOWING THE 2026 MUNICIPAL ELECTION; PROVIDING THAT NO PERMANENT CHARTER OFFICER SHALL BE APPOINTED UNTIL ALL MEMBERS OF THE CITY COMMISSION ELECTED DURING THE 2026 MUNICIPAL ELECTION HAVE BEEN DULY SWORN INTO OFFICE; PRESERVING THE AUTHORITY OF THE CITY COMMISSION TO MAKE INTERIM OR ACTING APPOINTMENTS NECESSARY TO ENSURE CONTINUITY OF MUNICIPAL OPERATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

14.6. Resolution No. R2026-120 Ratifying and Approving a Budget Transfer for Legal Expenses (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING AN INTERFUND BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF $450,000 FROM LIABILITY INSURANCE FUND CONTINGENCY ACCOUNT TO GENERAL FUND LEGAL PROFESSIONAL SERVICES ACCOUNT TO SUPPORT UNANTICIPATED LEGAL EXPENSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

14.7. Resolution No. R2026-121 Transferring Legal Services In-House (Sponsored by Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO REALLOCATE FUNDING FROM A LINE ITEM CURRENTLY DESIGNATED TO COVER CONTRACTUAL SERVICES TO LINE ITEMS TO FUND FULL-TIME PERSONNEL TO STAFF THE OFFICE OF THE CITY ATTORNEY; PROVIDING FOR A STAFFING LEVEL OF ONE (1) FULL-TIME CITY ATTORNEY, ONE (1) FULL-TIME ASSISTANT CITY ATTORNEY, AND ONE (1) FULL-TIME PARALEGAL ASSISTANT; PROVIDING THAT THE INITIAL ANNUAL PERSONNEL BUDGET FOR THE OFFICE OF THE CITY ATTORNEY SHALL NOT EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS ($650,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

15. BUSINESS TAX RECEIPTS - None

16. APPOINTMENTS

16.1 Appointing Commissioner Phyllis Smith as Vice Mayor effective September 1, 2026 (Andrise Bernard, MMC, City Clerk)

16.2 Appointing Virginia Breedlove to the Commission on the Status of Women (Andrise Bernard, MMC, City Clerk)

16.3 Appointing Virginia Breedlove to the Library Board (Andrise Bernard, MMC, City Clerk)

17. MISCELLANEOUS ITEMS - None

18. DISCUSSION ITEMS

19. CITY COMMISSION REPORTS

20. MAYOR'S DISCUSSION

21. NEXT REGULAR CITY COMMISSION MEETING

Tuesday, September 15, 2026

22. ADJOURNMENT

Consent Agenda
12.1.

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:	August 27, 2026

RE: Special Commission Meeting Minutes of July 14, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Special Commission Meeting Minutes of July 14, 2026

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, July 14, 2026

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

City Manager Darvin Williams

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 6:05pm.

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

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.

Assistant City Clerk Elisabeth Pierre read the rules of public comment and the pledge of civility.

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

1. Whitney Padote
2. Gerri Lazarre
3. Ruth Ogen
4. Janice Coakley
5. Barbara Kramer
6. Mubarak Kazan

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

The City Commission thanked and recognized the members of the Charter Review Committee including Mubarak Kazan, Barbara Kramer, Bruce Kusens, Geraldine Lazarre, Whitney Padote, and David Templer.

City Attorney Joseph Geller discussed the process of considering the proposed recommendations of the Charter Review Committee.

David Templer, City Attorney Joseph Geller, and the City Commission discussed revisions to Section 1.4 (Powers), Section 2.1 (Mayor and Vice Mayor), and Section 2.2 (City Commission) of the City Charter.

Motion to **approve** to review each recommendation individually and vote by section within the City Charter (pages 10-14, pages 16-19, pages 21-23) made by Commissioner Jean, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 4-2** with Vice Mayor Fleurimond and Commissioner Smith opposed and Mayor Joseph off the dais.

David Templer, City Attorney Joseph Geller, and the City Commission discussed revisions to Section 2.3 (Compensation), Section 2.4 (Meetings), Section 2.5 (Quorum and Attendance of the City Commission), Section 2.9 (Prohibitions of the City Commission), and Section 3.1.1 (Powers and Duties of the City Manager) of the City Charter.

Motion to **approve** passing the recommendations of the Charter Review Committee made by Commissioner Chernoff, seconded by Mayor Joseph.
Voice Vote: **MOTION FAILED 2-5** with Vice Mayor Fleurimond, Commissioner Jean, Commissioner Smith, Commissioner Smukler, and Commissioner Su opposed.

Motion to **approve** the recommended revision for Section 1.4 (Powers) made by Commissioner Su, seconded by Commissioner Smukler.
Voice Vote: **MOTION FAILED 3-4** with Mayor Joseph, Vice Mayor Fleurimond, Commissioner Chernoff, and Commissioner Jean opposed.

Motion to **amend** the recommended revision for Section 2.1 (Mayor and Vice Mayor) to add a reference to the Mayor as the titular head made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION FAILED 3-4** with Mayor Joseph, Vice Mayor Fleurimond, Commissioner Chernoff, Commissioner Jean, and Commissioner Su opposed.

Motion to **approve** the recommended revision for Section 2.1 (Mayor and Vice Mayor) regarding electing a Vice Mayor on a rotation basis every four months made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION FAILED 2-5** with Mayor Joseph, Vice Mayor Fleurimond, Commissioner Chernoff Jean, Commissioner Jean, and Commissioner Su opposed.

Motion to **approve** the recommended revision for Section 2.3 (Compensation) and include adding a CPI and replacing the word ‘may’ with ‘shall’ regarding Commissioners being offered the

opportunity to remain in the City's insurance plan(s) at their own expense after their term of service made by Commissioner Su, seconded by Commissioner Smukler.
Voice Vote: **MOTION FAILED**

Motion to **approve** the recommended revision for Section 2.3 (Compensation) and include adding a COLA on the entire remuneration package and replacing the word 'may' with 'shall' regarding Commissioners being offered the opportunity to remain in the City's insurance plan(s) at their own expense after their term of service made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED**

Motion to **reconsider** the previous vote made by Commissioner Chernoff, seconded by Vice Mayor Fleurimond.
Voice Vote: **MOTION PASSED**

Motion to **approve** to revise the compensation of the Mayor and Commission by ordinance and replace the word 'may' with 'shall' regarding Commissioners being offered the opportunity to remain in the City's insurance plan(s) at their own expense after their term of service made by Commissioner Smuler, seconded by Mayor Joseph.
A vote was not taken.

Motion to **amend** the language in Section 2.3 (Compensation) to state that the City Commission can not vote to increase their own salary made by Commissioner Su, seconded by Commissioner Smukler.
A vote was not taken.

Motion to **amend** the language in Section 2.3 (Compensation) to state that the compensation of members of the City Commission may be increased by the affirmative vote of not less than six members made by Vice Mayor Fleurimond, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED**

Motion to **amend** the recommended revision for Section 2.4 (Meetings) to state that there will be a mandatory second Commission meeting within fifteen days if the first meeting of the month was not finished made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 2.4 (Meetings) regarding Special Meetings made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 2.5 (Quorum and Attendance of the City Commission) made by Commissioner Chernoff, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 2.9 (Prohibitions of the City Commission) made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 3.1.1 (Powers and Duties of the City Manager) made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

David Templer, City Attorney Joseph Geller, and the City Commission discussed the recommended revision to Section 3.5.3 (Variances) of the City Charter and no vote was taken.

David Templer, City Attorney Joseph Geller, and the City Commission discussed the recommendation of adding Section 3.6 (Director of Water and Sewer Utilities as a Charter Officer) to the City Charter.

Motion to **approve** the recommended addition of Section 3.6 (Director of Water and Sewer Utilities as a Charter Officer) made by Commissioner Smith, seconded by Commissioner Su.

City Manager Darvin Williams discussed the recommendation of adding Section 3.6 (Director of Water and Sewer Utilities as a Charter Officer).

There was no vote taken regarding the recommended addition of Section 3.6 (Director of Water and Sewer Utilities as a Charter Officer).

City Attorney Joseph Geller, David Templer, and the City Commission discussed revisions to Section 4.1 (General/Runoff Elections) of the City Charter.

Motion to **approve** the recommended revision for Section 4.1 (General/Runoff Elections) regarding changing the date of the election and adding an additional provision to provide early voting for not less than three days and no more than five days to be prescribed by ordinance made by Commissioner Chernoff, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 4.1 (General/Runoff Elections) regarding eliminating runoff elections made by Commissioner Su, seconded by Commissioner Smith.

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

MOTION FAILED.

City Attorney Joseph Geller stated that runoff elections will be held four weeks after the general election instead of two weeks.

Motion to **approve** the recommended revision for Section 4.2 (Election and Term of Commission Members) of the City Charter made by Commissioner Chernoff, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 4.3 (Qualification of Commission Members) of the City Charter made by Commissioner Su, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED**

Motion to **approve** the recommended revision for Section 4.4 (Conduct of Elections; Canvass of Returns; Commencement of Terms) of the City Charter made by Mayor Joseph, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED**

David Templer and City Attorney Joseph Geller discussed revisions to Section 7.1 (Civil Service), Section 7.2 (Classified Service), Section 7.3 (Civil Service Board), Section 7.4 (Composition of Board), and Section 7.5 (Appeals) of the City Charter and no vote was taken.

ADJOURNMENT

The Special Commission Meeting was adjourned at 11:27pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
12.2.

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:	August 27, 2026

RE: Commission Conference Minutes of July 21, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- July 21, 2026 - Commission Conference Minutes

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, July 21, 2026

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

City Manager Darvin Williams

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 5:04pm.

Vice Mayor McKenzie Fleurimond (arrived after roll call), Commissioner Jay Chernoff, Commissioner Daniela Jean (arrived after roll call), Commissioner Phyllis Smith, Commissioner Fortuna Smukler (arrived after roll call), and Commissioner Lynn Su (arrived after roll call) were present. Mayor Michael Joseph was absent.

The Commission presented a proclamation to Wrendly Mesidor.

The Commission presented a proclamation to Randy Milliken of North Miami Beach Senior High School.

The Commission presented a proclamation to Norman Wedderburn.

The Commission presented a proclamation to Gale Nelson.

The Commission presented a Key to the City to Suzanne Noel (accepted by Ketley Joachim).

The Commission presented a proclamation to Ketley Joachim.

The Commission presented a proclamation to the North Miami Beach Lightning baseball team and NMB Little League baseball program.

The Commission presented a proclamation recognizing Parks and Recreation Month.

The Commission presented a certificate of recognition to the Beautification Committee.

ADJOURNMENT

The Commission Conference was adjourned at 6:15pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
12.3.

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:	August 27, 2026

RE: Regular Commission Meeting Minutes of July 21, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Regular Commission Meeting Minutes of July 21, 2026

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, July 21, 2026

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

City Manager Darvin Williams

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 6:29pm.

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

INVOCATION by Pastor Peytyn Tobin of Fulford United Methodist Church.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

At the request of Commissioner Chernoff, Resolution R2026-90 will be deferred to the next Commission Meeting.

At the request of the City Manager, Resolution R2026-97 will be pulled from the Consent Agenda and moved to Legislation.

At the request of Commissioner Smukler and Commissioner Su, Resolution R2026-100 and Resolution R2026-101 will be pulled from the Consent Agenda and moved to Legislation.

At the request of the City Manager, Ordinance No. 2026-11 and item Ordinance No. 2026-12 will be deferred.

At the request of the City Manager, Resolution R2026-104 will be deferred to the next Commission Meeting.

At the request of Commissioner Smith, an item regarding Event Costs will be added to Discussion.

The appointment to the Library Board has been withdrawn.

At the request of Commissioner Smith, Resolution R2026-99 will be pulled from the Consent Agenda and moved to Legislation.

At the request of Commissioner Su, the Discussion items will be moved up and heard after the Consent Agenda.

Motion to **approve** the agenda as amended made by Commissioner Chernoff, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

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. Rudy Moise
2. Whitney Padote
3. Bruce Kusens
4. Irene Pilinger
5. Susan Sandness
6. Trish Miller
7. Dayanara Torres
8. Carol Sacco
9. Ariel Vasquez
10. Wrendly Mesidor
11. Livins Jean
12. Eunice Flowers
13. Ruth Ogen
14. Mubarak Kazan
15. Bruce Lamberto
16. Ketley Joachim
17. Star Breedlove

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

ANNOUNCEMENTS

Patrick Blanchard presented a video that featured an upcoming ribbon cutting ceremony for the NMB Line service upgrade, senior luncheon, neighborhood block party in Skylake, Miami-Dade County tax collector mobile unit, Condo Connect forum event, summer camp show, National Night Out and school supplies giveaway, safety first family town hall, neighborhood block party at the Allen Park community center, end of summer back to school event at the NMB library, and centennial classical music concert.

CITY COMMISSION REPORTS

Commissioner Chernoff announced his upcoming public meetings at Uleta and Allen Park, congratulated Jemmy Jasmin regarding the North Miami Beach alumni picnic, and discussed the difference between elections in May and November.

Commissioner Jean thanked everyone for participating in public comment, discussed lien recovery regarding commercial property, inquired about the dates of upcoming budget workshops and hearings, and talked about the We Care program concerning water bills.

Commissioner Smith discussed districting in the city, talked about the upcoming senior luncheon and neighborhood block party in Skylake, discussed recent increases in water/sewer charges, and expressed the importance of learning how to swim.

Commissioner Smukler talked about the upcoming National Night Out and school supplies giveaway and health fair, recognized Tisha B'Av, discussed an ethics complaint against her and a letter received from J.C. Planas, talked about districting in the city and the role of the City Attorney regarding the petition, and thanked the police department for their work.

Commissioner Su talked about representing the city at the National League of Cities for the Energy, Environment, and Natural Resources Board regarding priorities to expand grant opportunities and streamline the federal grant process, discussed the $1,000.00 deposit for eligible children and next generation wealth, announced a free tax filing service in the city next year, talked about the July 4th event, discussed the upcoming Condo Connect event and the National Night Out, school supplies giveaway, and UMC free clinic, and expressed the importance of staying hydrated and being prepared for hurricane season.

Vice Mayor Fleurimond thanked everyone for participating in public comment, discussed the North Miami Beach library and Code Enforcement Board, and expressed the importance of pool safety and swimming lessons and being aware of leaving children in vehicles.

Mayor Joseph stated that he would like to have a speedy meeting.

CITY MANAGER'S REPORT

City Manager Darvin Williams introduced Director of Human Resources Shaun Gelvez and Budget Administrator Bob Anathan, discussed a fiscal conservation plan featuring strategic workforce

optimization, fleet optimization, event management, and revenue generation and optimization, ARPA funds, HB 1451, proposed property tax exemption increase, Building Department funds, recognized the Communications Department and neighborhood block parties, announced the hiring of a CFO and confirmed that the city submitted the annual audit on time, stated that city employees will receive an performance evaluation and an opportunity for a merit increase and a COLA increase, and talked about the North Miami Beach library, Highland Village splash pad, and a plan to install generators at community centers throughout the city.

During the City Manager's Report, Chief of Police Juan Pinillos stated that there is a current open investigation regarding the North Miami Beach library.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller announced a new lawsuit filed against the city by a former employee, talked about the Code Enforcement magistrate and Code Enforcement Board, and discussed two pending settlement cases and agreements.

Motion to **approve** to discuss the recommendations of the Charter Review Committee to be placed on the ballot in November made by Commissioner Smukler, seconded by Mayor Joseph.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2026-103 Authorizing the Placement on the Ballot in November of the Following Ballot Questions Arising from the Recommendations of the Charter Review Committee (Sponsored by City Attorney's Office)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA CALLING FOR A NOVEMBER 3, 2026 SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ONE BALLOT QUESTION THAT PROPOSES AMENDMENTS TO THE CITY CHARTER FOR THE PURPOSE OF REVISING THE EXISTING CITY CHARTER.

City Attorney Joseph Geller explained the recommended revisions regarding the City Charter and the proposed ballot question.

Motion to **approve** to place up to seven (7) separate questions on the ballot regarding revisions to the City Charter made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 5-2** with Mayor Joseph and Vice Mayor Fleurimond opposed.

Motion to **reconsider** the vote from the Special Commission Meeting on July 14, 2026 regarding Section 7.1 and Section 1.4 of the City Charter made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** recommended revisions to Section 7.1 of the City Charter made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 6-1** with Mayor Joseph opposed.

Motion to **approve** adding recommended language to Section 1.4 of the City Charter made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 5-2** with Mayor Joseph and Vice Mayor Fleurimond opposed.

The motion and vote regarding the number of questions was rescinded and replaced:

Motion to **approve** to place up to nine (9) separate questions on the ballot regarding revisions to the City Charter made by Commissioner Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 6-1** with mayor Joseph opposed.

CONSENT AGENDA

Commission Conference Minutes of June 16, 2026

Regular Commission Meeting Minutes of June 16, 2026

Special Commission Meeting Minutes of June 22, 2026

Special Commission Meeting Minutes of July 6, 2026

Resolution R2026-87 Ratifying and Approving a Budget Transfer within the Community Development Department (Sponsored by City Manager Darvin Williams)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING AND APPROVING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 IN THE AMOUNT OF $150,000.00 FROM SALARIES AND RELATED BENEFITS ACCOUNTS TO PROFESSIONAL SERVICES ACCOUNTS WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT TO SUPPORT STAFF AUGMENTATION SERVICES PREVIOUSLY AUTHORIZED PURSUANT TO RESOLUTION NO. R2026-71; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-88 Approving the Lease Buyout of Twenty-Seven Vehicles from Enterprise Fleet Management, Inc. in an Amount Not to Exceed $56,610.00 (Sponsored by City Manager Darvin Williams)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE BUYOUT OF TWENTY-SEVEN (27) LEASED VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. UPON COMPLETION OF THEIR LEASE TERMS IN AN AMOUNT NOT TO EXCEED $56,610.00; 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.

Resolution R2026-89 Approving and Authorizing a Purchase Order with Trinova, Inc. for the Sole Source Purchase of Turnkey Rehabilitation of the Sodium Hypochlorite Pump Room (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH TRINOVA, INC. FOR THE SOLE SOURCE PURCHASE OF TURNKEY REHABILITATION OF THE SODIUM HYPOCHLORITE PUMP ROOM IN A BUDGETED AMOUNT NOT TO EXCEED $196,882.00; 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 R2026-90 Change Order to Contract with TechGroupOne, Inc. for the Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TECHGROUPONE, INC., INCREASING THE ESTIMATED EXPENDITURE BY $92,799.00 FOR TRANSIT SHELTER AMENITIES AND OUTDOOR EQUIPMENT INSTALLATION; 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 R2026-90 was deferred.

Resolution R2026-91 Approving and Authorizing Change Order with Rexel USA (Sponsored by City Manager Darvin Williams)

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 REXEL, USA, INC. INCREASING THE CONTRACT BY AN ANNUAL AMOUNT NOT TO EXCEED $55,000.00 FOR THE PURCHASE OF ALLEN BRADLEY AND ROCKWELL AUTOMATION EQUIPMENT AND 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 R2026-92 Authorizing a Change Order to the Contract with Protiviti Government Services, Inc. (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH PROTIVITI GOVERNMENT SERVICES, INC. INCREASING THE ESTIMATED EXPENDITURE BY $25,000.00 FOR TEMPORARY STAFFING 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.

Resolution R2026-93 Approving and Authorizing Change Order with Maggolc, Inc. (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MAGGOLC, INC. INCREASING THE ESTIMATED EXPENDITURE BY $26,539.00 FOR THE N.E. 168th STREET AND N.E. 20th AVENUE ROUNDABOUT PROJECT; 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 R2026-94 Approving a Change Order with AMI Engineering, LLC. (Sponsored by City Manager Darvin Williams)

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 AMI ENGINEERING, LLC. INCREASING THE ANNUAL EXPENDITURE BY $32,000.00 FOR THE PURCHASE OF PROFESSIONAL ENGINEERING 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 R2026-95 Approving Utilization of State and Federal Law Enforcement Funds for Related Police Purchases (Sponsored by City Manager Darvin Williams)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF LAW ENFORCEMENT OPERATIONAL EQUIPMENT, SUPPLIES, AND WELLNESS SERVICES UTILIZING LAW ENFORCEMENT TRUST FUND FUNDS IN AN AMOUNT NOT TO EXCEED $211,000.00 INCLUSIVE OF $100,000.00 FROM THE STATE LAW ENFORCEMENT TRUST FUND # 173 AND $111,000.00 FROM THE FEDERAL LAW ENFORCEMENT TRUST FUND # 172; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DISCUSSION

City Manager Darvin Williams provided an update regarding the contract with Figgers.

Commissioner Su discussed the performance of the City Attorney.

Commissioner Su discussed a process and procedure regarding proclamations.

Commissioner Smukler discussed giving extra tickets to events funded/paid for by the city to city staff and residents that serve on boards and committees.

Commissioner Smith discussed costs and sponsorships regarding the upcoming centennial classical music concert and other city events.

LEGISLATION

Resolution R2026-97 Development of an Arts District and Cultural Corridor Along N.E. 164th Street and Snake Creek Canal (Commissioner Phyllis S. Smith)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR DEVELOPMENT OF AN ARTS DISTRICT; 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 R2026-97 was pulled from the Consent Agenda and moved to Legislation.

Commissioner Smith provided an explanation regarding the resolution and the Commission discussed the proposed item.

Motion to **defer** Resolution R2026-97 to the next Commission meeting made by Commissioner Smith, seconded by Vice Mayor Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2026-99 Amending the City's Events Policy to Establish Standards for the Use of Elected Officials' Images on City-Produced Event Materials (Commissioner Fortuna Smukler)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S EVENTS POLICY TO ESTABLISH STANDARDS FOR THE USE OF ELECTED OFFICIALS' IMAGES ON CITY-PRODUCED EVENT MATERIALS; PROHIBITING THE PLACEMENT OF THE FACE OR INDIVIDUAL PORTRAIT OF THE MAYOR OR ANY SINGLE MEMBER OF THE CITY COMMISSION ON FLYERS, POSTERS, DIGITAL GRAPHICS, SOCIAL MEDIA POSTS, OR OTHER PROMOTIONAL MATERIALS PRODUCED, PRINTED, OR DISSEMINATED BY THE CITY EXCEPT WHEN SUCH ELECTED OFFICIAL IS PARTICIPATING AS A SPEAKER, PANELIST, MODERATOR, PRESENTER, OR FEATURED PARTICIPANT IN THE EVENT; REQUIRING THAT EVENTS SPONSORED BY THE MAYOR OR MEMBERS OF THE CITY COMMISSION BE APPROVED ONLY BY RESOLUTION PREPARED BY CITY STAFF AND NOT BY MOTION ALONE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-99 was pulled from the Consent Agenda and moved to Legislation.

Commissioner Smith recommended to amend the language to state that all events must have the required money prior to any advertising and reserving room/space, the Mayor and Commission should be invited to any event, and all financial information should be known before a vote of approval is given.

Vice Mayor Fleurimond recommended to amend the language to clarify that the resolution applies to events subsequent to the three annual events of each member of the Commission.

Motion to **approve** Resolution R2026-99 as amended made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2026-100 Approval of Settlement Agreement and Mutual Release by and Among Giancarlo Schwarz and Diana Schwarz (Sponsored by City Attorney's Office)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND AMONG GIANCARLO SCHWARZ AND DIANA SCHWARZ, AS PARENTS AND NATURAL GUARDIANS OF G.S., A MINOR, AND THE CITY OF NORTH MIAMI BEACH; 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 R2026-100 was pulled from the Consent Agenda and moved to Legislation.
Motion to **approve** Resolution R2026-100 made by Commissioner Smith, seconded by Mayor Joseph.
Voice Vote: **MOTION PASSED** 5-2 with Commissioner Smukler and Commissioner Su opposed.

Resolution R2026-101 Approval of Settlement Agreement and Mutual Release by and Among Victor Mora (Sponsored by City Attorney's Office)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND AMONG VICTOR MORA AND THE CITY OF NORTH MIAMI BEACH; 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 R2026-101 was pulled from the Consent Agenda and moved to Legislation.

Motion to **approve** Resolution R2026-101 made by Commissioner Smith, seconded by Mayor Joseph.
Voice Vote: **MOTION PASSED** 5-2 with Commissioner Smukler and Commissioner Su opposed.

Ordinance No. 2026-04 (Second Reading) Noise Ordinance (Commissioner Lynn Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER IX OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES "OFFENSES AND MISCELLANEOUS PROVISIONS" SECTION 9-4 "NOISE CONTROL" TO ESTABLISH SPECIFIC NOISE REGULATIONS FOR OUTDOOR POWER TOOLS AND LANDSCAPING EQUIPMENT AT RESIDENCES AND FOR OUTDOOR EVENTS AND TO CLARIFY ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

Motion to **amend** Ordinance No. 2026-04 to include language stating that the 60 day grace period is for educational purposes and all violations would be covered under the same schedule made by Commissioner Smith, seconded by Commissioner Chernoff.

Motion to **approve** Ordinance No. 2026-04 as amended made by Commissioner Chernoff, seconded by Commissioner Su.

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

MOTION PASSED 7-0.

Ordinance No. 2026-11 (Second Reading) Adopting the North Miami Beach Water Supply Plan as a Part of the City's Comprehensive Plan (Sponsored by City Manager Darvin Williams)
AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING THE CITY OF NORTH MIAMI BEACH WATER SUPPLY PLAN, APPROVING A TEXT AMENDMENT TO THE CITY COMPREHENSIVE PLAN'S INTERGOVERNMENTAL COORDINATION ELEMENT, INFRASTRUCTURE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONSERVATION ELEMENT, AND THE FUTURE LAND USE ELEMENT; 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.

Ordinance No. 2026-11 was deferred.

Ordinance No. 2026-12 (Second Reading) Amending the Infrastructure Element Policy as Part of Evaluation and Appraisal Report Based Amendments of the City's Comprehensive Plan (Sponsored by City Manager Darvin Williams)
AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE INFRASTRUCTURE ELEMENT POLICY AS PART OF EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS, TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT (AWT);

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.

Ordinance No. 2026-12 was deferred.

Resolution R2026-96 Approval of the Memorandum of Understanding with Global Empowerment Mission (GEM) (Commissioner Daniela Jean)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH GLOBAL EMPOWERMENT MISSION TO STRENGTHEN DISASTER PREPAREDNESS, EMERGENCY RESPONSE, HUMANITARIAN ASSISTANCE, COMMUNITY OUTREACH, VOLUNTEER ENGAGEMENT, AND RECOVERY EFFORTS FOR THE BENEFIT OF THE RESIDENTS OF THE CITY OF NORTH MIAMI BEACH; PROVIDING FOR THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH GLOBAL EMPOWERMENT MISSION; 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.

Motion to **approve** Resolution R2026-96 made by Commissioner Chernoff, seconded by Mayor Joseph. Voice Vote: **MOTION PASSED 5-2** with Commissioner Smith and Commissioner Su opposed.

Resolution R2026-98 Authorizing Funding for General Education Development (GED) and English for Speakers of Other Languages (ESOL) Classes through Miami-Dade County Public Schools (Commissioner Daniela Jean)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING FUNDING FOR THE GENERAL EDUCATION DEVELOPMENT AND ENGLISH FOR SPEAKERS OF OTHER LANGUAGES CLASSES FOR CITY OF NORTH MIAMI BEACH RESIDENTS ENROLLED AT A CITY OF NORTH MIAMI BEACH ADULT AND COMMUNITY EDUCATION CENTER FOR THE 2026 SCHOOL YEAR, THROUGH MIAMI-DADE COUNTY PUBLIC SCHOOLS AND EACH SUBSEQUENT SCHOOL YEAR SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS IN AN AMOUNT NOT TO EXCEED $2,500.00 PER SCHOOL YEAR; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE PROGRAM.

Motion to **approve** Resolution R2026-98 made by Vice Mayor Fleurimond, seconded by Mayor Joseph. Voice Vote: **MOTION PASSED 4-3** with Commissioner Smith, Commissioner Smukler, and Commissioner Su opposed.

Resolution R2026-102 Approving and Authorizing Budget Transfer for NMB Water Department (Sponsored by City Manager Darvin Williams)

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

WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 IN THE AMOUNT OF $2,300,000.00 FROM CAPITALS IN PROGRESS ACCOUNT TO SEWAGE DISPOSAL FEES ACCOUNT WITHIN THE PUBLIC UTILITIES DEPARTMENT TO SUPPORT MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT RATE INCREASE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** Resolution R2026-102 made by Commissioner Chernoff, seconded by Mayor Joseph. Voice Vote: **MOTION PASSED 7-0**.

Resolution R2026-104 Modification of the Agreement Between the City and Miami-Dade County to Permit the Partial Release and Modification of Deed Restriction for Greynolds Park (Sponsored by City Manager Darvin Williams)

A RESOLUTION BY THE CITY OF NORTH MIAMI BEACH PROVIDING FOR THE MODIFICATION OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY TO PERMIT THE PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION FOR GREYNOLDS PARK DATED DECEMBER 14, 1934 FOR THE EXPRESSED CONSTRUCTION AND OPERATION OF A PUBLIC STORMWATER PUMP STATION AND RELATED INFRASTRUCTURE BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-104 was deferred to the next Commission Meeting.

Resolution R2026-105 Establishing the Proposed Maximum Millage Rate for the Levying of Ad Valorem Taxes for FY2026/2027 (Sponsored by City Manager Darvin Williams)

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 2026-2027 COMMENCING OCTOBER 1, 2026, 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 TO 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 Bob Anathan stated the proposed millage rate and the rolled-back rate and announced that the First Public Budget Hearing will be on September 10, 2026 and the Second Public Budget Hearing will be on September 24, 2026.

Motion to **approve** Resolution R2026-105 made by Vice Mayor Fleurimond, seconded by Mayor Joseph. Voice Vote: **MOTION PASSED 7-0**.

ADJOURNMENT

The Regular Commission Meeting was adjourned at 11:50pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
12.4.

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:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	August 27, 2026

RE: Budget Workshop Minutes of August 20, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Budget Workshop Minutes of August 20, 2026

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, August 20, 2026

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

City Manager Darvin Williams

City Attorney Greenspoon Marder

City Clerk Andrise Bernard, MMC

Budget Workshop Minutes

ROLL CALL OF THE CITY OFFICIALS

The Budget Workshop was called to order at 6:04pm.

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

The Pledge of Allegiance was led by the Vice Mayor and Commission.

City Manager Darvin Williams provided an overview of the Fiscal Year 2026-2027 budget and discussed several internal and external adverse issues and optimization efforts including strategic workforce, fleet rationalization, revenue generation, and event management and fiscal stewardship.

City Manager Darvin Williams discussed the importance of maintaining service levels, evaluating and analyzing staffing needs such as vacancies, duplicative duties, expanding services through efficiencies, vehicle accountability, reviewing and updating standard operating procedures, and executing performance evaluations.

City Manager Darvin Williams presented recurring revenues and expenditures and the appropriated fund balance for ongoing operations, American Rescue Plan Act (ARPA) issue and solution, Florida House Bill 1451 prohibiting out-of-area utility surcharges, and Florida House Joint Resolution 1-F increasing homestead exemption and reducing property tax.

City Manager Darvin Williams discussed the number of employees (full-time and part-time) in the adopted Fiscal Year 2026 budget and the proposed Fiscal Year 2027 budget and provided a general fund revenue overview including ad valorem taxes, franchise fees, red light camera fines, business tax receipts, tax base valuation, and department expenses.

Chief of Police Juan Pinillos presented the proposed budget of the Police Department for Fiscal Year 2026-2027 and provided the year-to-date number of service calls, traffic stops and citations, arrests, results of the detective bureau, cold case unit, and tactical investigations unit, burglaries and robberies, and discussed accomplishments, goals, grants, and staffing.

Library Director Anne Myers presented the goals of the library as improving community access, providing quality programming, increasing internal and external partnerships, and reducing operating costs and discussed key priorities, services, budgeting, and staffing for Fiscal Year 2026-2027.

Director of Parks and Recreation Ian Fors presented the core functions of the department as delivering programs across five community centers, maintaining parks, athletic fields, pools, and public spaces, providing support for events, and supporting health, wellness, and environmental stewardship initiatives and discussed accomplishments, budgeting, and staffing for Fiscal Year 2026-2027.

Director of Housing and Economic Development Osline Pierre presented the mission of the department as promoting housing stability, driving sustainable economic development, supporting workforce development, and providing service through collaboration, innovation, and partnerships and discussed the first-time homebuyer and home rehabilitation programs, business tax receipt operations, NMB Bites, small business summit and expo event, rent and mortgage assistance programs, and strategic goals, budgeting, and staffing for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the expenditures (compensation, operating expense, and contingency funds) of the Office of the Mayor and Commission that were adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the operating expense of the Office of the City Attorney that was adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the staffing and expenditures (compensation and operating expense) of the Office of the City Clerk that was adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

City Manager Darvin Williams presented the responsibilities, staffing, and expenditures (compensation, operating expense, and contingency funds) of the Office of the City Manager that was adopted for Fiscal Year 2025-2026 and proposed for Fiscal Year 2026-2027.

ADJOURNMENT

The Budget Workshop was adjourned at 11:14pm.

ATTEST:

(SEAL)

_____

Andrise Bernard, MMC, City Clerk

Consent Agenda
12.5.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-90 Change Order to contract with TechGroupOne, Inc. for the Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

MEMORANDUM

TO: Mayor and City Commission

Thru: Darvin Williams, City Manager

FROM: Hamid Nikvan, Public Utilities/Public Works Director

DATE: June 24, 2026

RE: Installation of Transit Bus Shelters at Various Locations of North Miami Beach (Change Order).

SUBJECT

Motion to approve **Change Order No. 3** with TechGroupOne, Inc., in the amount of **$92,798.08**, to complete installation of the remaining three bus shelters planned for the current fiscal year.

BACKGROUND

- **PROJECT OVERVIEW**
  The City of North Miami Beach Bus Shelter Improvement Project is a two-phase initiative designed to improve transit safety, comfort, and accessibility. The project includes:
  • **Phase 1 – Retrofitting existing shelters**
  • **Phase 2 – Installing new shelters at multiple citywide locations**

This work supports the City's ongoing commitment to improving the transit experience and overall quality of life for residents and transit users.

- **Phase 1: Retrofitting of Existing Bus Shelters – Completed**
  Five (5) bus shelters have been successfully retrofitted at the following locations:
  • 167th St & 8th Ave (2 shelters – Proof of Concept)
  • 163rd St & 15th Ave
  • 163rd St & 17th Ave
  • 163rd St & 28th Ave
  Phase 1 work is complete.

- **Phase 2: Installation of New Bus Shelters – In Progress**

  - **Wave 1 – 100% Complete**
    Three new shelters are currently being installed at:
    • 1247 NE 167th St – North Miami Beach School
    • 1536 NE 179th St – Greynolds Elementary
    • 16711 W. Dixie Hwy – Spanish Monastery

  - **Wave 2 – Design and Permitting Underway**
    Wave 2 consists of three additional shelters scheduled to begin after permitting and approval of Change Order No. 3. Planned locations include:
    • 1980 NE 171st St
    • 13621 Highland Dr – High Park
    • 16666 NE 19th Ave
    Estimated Completion: August 30, 2026

These Wave 2 locations correspond to the installations funded under this Change Order.

In addition to the above narrative, the original project documentation confirms that three shelters and five retrofits have already been completed.

ANALYSIS
Change Order No. 3 includes all construction tasks required for Wave 2 shelter installations at:
• 1980 NE 171st St – 15-ft shelter
• 13621 Highland Dr – High Park – 10-ft shelter
• 16666 NE 19th Ave – 10-ft shelter

Work includes MOT, demolition, site preparation, grading, limerock base, compaction testing, concrete pads, sidewalks, shelter

Funding for these improvements is provided through **CITT transit improvement allocations** already budgeted for FY2025.

Per **City Code 3-3.20**, this change order exceeds the City Manager's approval authority because contract value modifications surpass the allowable threshold, requiring full City Commission approval.

FISCAL IMPACT
• Original Contract Amount: $131,660.00
• Previous Change Orders: $18,281.76
• Adjusted Amount Prior to This Change: $149,941.76
• Change Order No. 3 Amount: **$92,798.08**
• New Total Adjusted Contract Amount: **$242,739.84**
• Total Percent Increase to Date: 84.36%

Funding Account: Transit Improvements Other Than Building
Account Number: 103865-549630

From Account Number	From Account Title	Amount	To Account Number	To Account Title
103865 549630	Transit Improvements Other Than Building	$92,798.08	103865 549630	Transit Improvements Other Than Building

RECOMMENDATION

Staff recommends approval of **Change Order No. 3**, enabling completion of Wave 2 bus shelter installations in accordance with the City's transit improvement plan and available CITT funding.

ATTACHMENTS

1. Change Order Form – TechGroupOne (CO No. 3)
2. Detailed Contractor Cost Estimates (Three Locations)

RESOLUTION NO. 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TECHGROUPONE, INC., INCREASING THE ESTIMATED EXPENDITURE BY $92,799.00, FOR TRANSIT SHELTER, AMENITIES AND OUTDOOR EQUIPMENT INSTALLATION; 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, the City of North Miami Beach ("City") issued and awarded Invitation to Bid No.ITB-21-072-MC ("ITB") for *"Transit, Shelter, Amenities & Outdoor Equipment Installation"* to TechGroupOne, Inc. ("TechGroupOne") via Resolution R2022-124, in an amount not to exceed $131,660.00; and

WHEREAS, under the City Manager's authority, an additional $18,282.00 was approved to address project delays and associated additional work required to complete the project, thereby increasing the contract amount to $149,942.00; and

WHEREAS, as part of the City's ongoing efforts to improve public transportation infrastructure and enhance the rider experience, the North Miami Beach Public Works Department has revised certain bus shelter locations, updated the bus shelter design to better meet the City's operational needs, and identified the need for the installation of an additional three (3) bus shelters, resulting in an additional cost of $92,799.00; and

WHEREAS, Section 3-3.20 of the of the Code of Ordinances City of North Miami Beach, Florida, 2008 (Code") requires that change orders exceeding 10% or $50,000.00, whichever is less, shall be approved 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 execute a Change Order to the previously approved contract with TechGroupOne to increase the previously approved expenditure by $92,800.00, thereby increasing the contract total expenditure to an amount not to exceed $242,741.00; 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 a Change Order to the previously approved contract with TechGroupOne to increase the previously approved

expenditure by $92,800.00, thereby increasing the total expenditure to an amount not to exceed $242,741.00 for Transit Shelter, Amenities and Outdoor equipment Installation 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 Change Order in substantially the form attached as Exhibit "A" to the previously approved Contract with TechGroupOne, Inc.to increase expenditure by $92,800.00 thereby increasing expenditure to an amount not to exceed $242,741.00 for Transit Shelter, Amenities and Outdoor equipment Installation Services, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to execute the Piggyback Agreement and 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 **21st day of July 2026**.

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

City of North Miami Beach

(Revised 10.2025)
PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Purchase Order Change Order ■ Contract Change Order ■

Title: CONSTRUCTION SERVICES, INSTALLATION OF BUS SHELTER	Contract No.: ITB 21-072-MC Purchase Order No.: 220675
Vendor: 527148/TechGroupOne	Change Order No.: 3
Contract Award Date: 1/14/2022	Completion Date: Thru project completion
Revised Completion Date (prior to this change): Through project completion	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	***Original Amount***	$131,660.00
B	Value of Change Orders Previously Approved	$18,281.76
C	Adjusted Value Prior to this Change Order *(A+B)*	$149,941.76
D	Cost of Changes in this Change Order	$92,798.08
E	Adjusted Amount Including this Change *(C+D)*	$242,739.84
F	Percentage Increase this Change Order $\frac{(E-C)\ x\ 100}{C}$	%61.88
G	Total Percent Increase to Date $\frac{(E-A)\ x\ 100}{A}$	%84.36

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

103865-549630

Description of Change:

This change order request supports the completion of a two wave project involving the installation of bus shelters throughout the city. The installation of these shelters aligns with the City's ongoing efforts to enhance the transit experience and improve the overall quality of life for residents and transit users.To date, three new bus shelters have been installed, along with five shelter retrofits. Approval of this request will allow for the installation of the remaining three shelters planned for this fiscal year, utilizing CITT funding. These funds were previously approved and allocated for this purpose within the current fiscal year.

Procurement Notes *(For Procurement Personnel Only):*

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:

Sheenaqua Jeanlouis
(Project Manager / Preparer)

By: _____
(Division Approval) (Date)

Hamid Nikvan
(Department Director Name)

By: _____ 06/24/26
(Department Director Signature) (Date)

APPROVED:

By: _____
(Finance Department) (Date)

By: _____
(Procurement Department) (Date)

By: _____
(City Manager or Designee) (Date)

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TechGroupOne
General Contractor

TECHGROUPONE INC
8504 NW 66th Street
Miami FL 33166
Phone: (305) 517-3040
License & Insured CGC-1523588
Email: contractor@techgroupone.com

INSTALLATION OF TRANSIT SHELTERS, AMENITIES & OUTDOOR
City of North Miami Beach, FL
Phone: (305) 948-2901
Email: jessica.mcgruder@citynmb.com
ESTIMATE FOR SHELTER (1) 15 Ft & (2) 10 Ft

Friday, November 21, 2025

Item	Description	Unit	Qty	Price	Total Price
4-0	**1980 NE 171st St (Size 15 ft)**				
4-1	MOT regular	Ls	1.00	2,045.76	2,045.76
4-2	Demolition and site preparation Includes New limerock base and Compaction Test	Sqf	306.00	20.41	6,245.46
4-3	Supply and install New 6" concrete Pad for New Shelter Bus, Includes Concrete Test	Sqf	101.00	71.55	7,226.55
4-4	Supply and install New 4" Concrete Sidewalk With Wire Mesh ...	Sqf	205.00	18.92	3,878.60
4-5	Shelter assembly (15 Ft with add)	Each	1.00	6,368.71	6,368.71
4-6	Permits and Drawings	Ls	1.00	1,153.85	1,153.85
4-7	Lexan Panels	Ls	1.00	6,373.33	6,373.33
	Subtotal				**33,292.26**
5-0	**13621 Highland Dr. – High Park (Size 10 ft)**				
5-1	MOT regular---	Ls	1.00	2,072.16	2,072.16
5-2	Demolition and site preparation Includes New limerock base and Compaction Test---	Sqft	270.00	21.18	5,718.60
5-3	Supply and install New 6" concrete Pad for New Bus Shelter, includes Concrete Test	Sqft	90.00	75.09	6,758.10
5-4	Supply and install New 4" Concrete Sidewalk With Wire Mesh	Sqf	180.00	19.07	3,432.60
5-5	Shelter assembly (10ft with add)	Ls	1.00	6,368.71	6,368.71
5-6	Permits and Drawings	Ls	1.00	1,153.85	1,153.85
5-7	Lexan Panels	Ls	1.00	4,248.89	4,248.89
	Subtotal				**29,752.91**
6-0	**16666 NE 19th Ave (Size 10 ft)**				
6-1	MOT regular	Ls	1.00	2,072.16	2,072.16
6-2	Demolition and site preparation Includes New limerock base and Compaction Test	Sqf	270.00	21.18	5,718.60
6-3	Supply and install New 6" concrete Pad for New Bus Shelter, includes Concrete Test	Sqf	90.00	75.09	6,758.10
6-4	Supply and install New 4" Concrete Sidewalk With Wire Mesh	Sqf	180.00	19.07	3,432.60
6-5	Shelter assembly (10ft with add)	Each	1.00	6,368.71	6,368.71
6-6	Permits and Drawings	Ls	1.00	1,153.85	1,153.85
6-7	Lexan Panels	Ls	1.00	4,248.89	4,248.89
	Subtotal				**29,752.91**

TOTAL SIX SHELTERS WITH LEXAN PANELS	**92,798.08**

Exclutions:
Sod restauration and trees removal and relocation not included
City Permit Fees not included
All scope of work not listed in this Estimate is not included
Unforseen Conditions
Shelter will be provided by the City, all parts & hardware included

Note:

APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor's signed Certication is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items

INSTALLATION OF TRANSIT SHELTERS

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ITB # 21-072-MC

P.O #: 220675-01

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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
	SHELTER - LOCATION # 3 / 2022								
9	Shelter Assembly, cleaning and restoration	$ 6,064.80	$ 6,064.80	$ -	$ -	$ 6,064.80	100%	$ -	$ 303.24
	SHELTER - LOCATION # 11 / 2022								
38	Shelter Assembly, cleaning and restoration	$ 4,950.00	$ 4,950.00	$ -	$ -	$ 4,950.00	100%	$ -	$ 247.50
	SHELTER - LOCATION # 12 / 2022								
39	Shelter Assembly, cleaning and restoration	$ 4,950.00	$ 4,950.00	$ -	$ -	$ 4,950.00	100%	$ -	$ 247.50
	SHELTER - LOCATION # 13 / 2022								
40	Shelter Assembly, cleaning and restoration	$ 4,950.00	$ 4,950.00	$ -	$ -	$ 4,950.00	100%	$ -	$ 247.50
2024	INSTALLATION (2) BUS SHELTER (S#3 S#4) / /2022	$ 21,474.34	$ 21,474.34	$ -	$ -	$ 21,474.34	100%	$ -	$ 1,073.72
2.0	1247 NE 167th St – North Miami Beach School (Size 15 ft) Lexan panels Included	$ 33,292.25		$ -	$ -	$ -	0%	$ 33,292.25	$ -
3.0	1536 NE 179th St – Greynolds Elementary (Size 15 ft) Lexan panels Included	$ 33,292.26		$ -	$ -	$ -	0%	$ 33,292.26	$ -
7.0	16711 W. Dixie Hwy – Spanish Monastery (Size 15 ft) Lexan panels Included	$ 33,292.26		$ -	$ -	$ -	0%	$ 33,292.26	$ -
	TOTAL CONTRACT AMOUNT	$ 142,265.91	$ 42,389.14	$ -	$ -	$ 42,389.14	30%	$ 99,876.77	$ 2,119.46

G703-1992

Consent Agenda
12.6.

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:	Commissioner Phyllis S. Smith
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-97 Development of an Arts District and Cultural Corridor along NE 164th Street and the Snake Creek Canal (Commissioner Phyllis S. Smith)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR DEVELOPMENT OF AN ARTS DISTRICT; 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, arts districts stimulate local economies by attracting creative entrepreneurs, small businesses, restaurants and cafés, cultural tourism, and community markets, as well as supporting placemaking, increased foot traffic, and stronger neighborhood identity; and

WHEREAS, in order to position the City of North Miami Beach ("City") as a regional destination for accessible community arts and cultural programming the City desires to develop a vibrant Arts District and Cultural Corridor along NE 164th Street and the Snake Creek Canal that integrates performing arts, public art, historic cultural spaces, and outdoor recreation to attract residents, visitors, artists, and creative businesses; and

WHEREAS, the concept brief attached hereto as Exhibit "A" (the "Concept Brief") proposes the creation of a North Miami Beach Arts District anchored on NE 164th Street as part of the City's Innovation District strategy, and aligns with the economic development framework developed by the FIU Jorge M. Pérez Metropolitan Center and focuses on cultural activation, creative entrepreneurship, and place-based economic development; and

WHEREAS, the City desires to adopt the framework of the Concept Brief to inform development of an arts district in the City.

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 Mayor and City Commission hereby adopt the framework of the Concept Brief to inform development of an arts district in 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 **___ day of July 2026**.

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

Consent Agenda
12.7.

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:	Darvin Williams, City Manager
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Resolution No. R2026-106 Approving acceptance of Florida Department of Environmental Protection (DEP) Legislative Funding Award for Highland Village Drainage Project – Phase 1 (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND ANALYSIS:

The City of North Miami Beach has received official award notification from the Florida Department of Environmental Protection (DEP) for Legislative Funding Award L0507 in the amount of $325,000 for the Highland Village Drainage Project – Phase 1. Highland Village has experienced long-standing flooding conditions during heavy rainfall events due to undersized drainage infrastructure and the lack of backflow protection. This grant will support construction of Phase 1 improvements including installation of backflow preventers, replacement/upgrading of drainage pipes, and targeted system enhancements to reduce localized flooding. Construction is anticipated to begin October 1st, 2026, with project completion expected by December 31st, 2027.

DEP requires several documents no later than **August 21, 2026** to draft and execute the grant agreement. In order to secure the funding, the City must formally accept the award through a Commission item.

RECOMMENDATION:

It is recommended that the City Commission approve and accept the DEP Legislative Funding Award and authorize execution of the DEP Grant Agreement once received. The grant does not require a local match. All work performed under this grant will comply with DEP regulations, City procurement policies, and construction standards.

FISCAL/ BUDGETARY IMPACT:	The DEP award provides **$325,000** in funding for drainage improvements. No City match is required. Upon execution of the DEP agreement, the funding will be incorporated into the City's Capital Improvements Program budget.

ATTACHMENTS:

Description

- Memo
- Resolution

City of North Miami Beach, Florida

Public Works Department

Commission Agenda Staff Report

Date: July 23, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Prepared By: Gregory Christian, Engineering & Construction Manager

Agenda Title: Resolution Approving acceptance of Florida Department of Environmental Protection (DEP) Legislative Funding Award for Highland Village Drainage Project – Phase 1

Background

The City of North Miami Beach has received official award notification from the Florida Department of Environmental Protection (DEP) for Legislative Funding Award L0507 in the amount of $325,000 for the Highland Village Drainage Project – Phase 1. Highland Village has experienced long-standing flooding conditions during heavy rainfall events due to undersized drainage infrastructure and the lack of backflow protection. This grant will support construction of Phase 1 improvements including installation of backflow preventers, replacement/upgrading of drainage pipes, and targeted system enhancements to reduce localized flooding. Construction is anticipated to begin October 1st, 2026, with project completion expected by December 31st, 2027.

DEP requires several documents no later than **August 21, 2026** to draft and execute the grant agreement. In order to secure the funding, the City must formally accept the award through a Commission item.

Recommendation

It is recommended that the City Commission approve and accept the DEP Legislative Funding Award and authorize execution of the DEP Grant Agreement once received. The grant does not require a local match. All work performed under this grant will comply with DEP regulations, City procurement policies, and construction standards.

Fiscal Impact

The DEP award provides **$325,000** in funding for drainage improvements. No City match is required. Upon execution of the DEP agreement, the funding will be incorporated into the City's Capital Improvements Program budget.

RESOLUTION NO. R2026 - XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") LEGISLATIVE FUNDING AWARD L0507 IN THE AMOUNT OF $325,000 FOR THE HIGHLAND VILLAGE DRAINAGE PROJECT – PHASE 1; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEP GRANT AGREEMENT AND ALL RELATED DOCUMENTS; AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ADMINISTER THE PROJECT AND CARRY OUT ALL GRANT REQUIREMENTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") is committed to improving stormwater infrastructure and reducing recurrent flooding in the Highland Village neighborhood and surrounding areas of City of North Miami Beach and the State of Florida (the "Project");

WHEREAS, The Project is essential to enhance stormwater conveyance, improve resilience against heavy rainfall, and ensure compliance with Miami-Dade County Department of Environmental Resource Management ("DERM") and South Florida Water Management District ("SFWMD") regulations; and

WHEREAS, WHEREAS, the Project will include installation of backflow preventers, expansion and improvement of existing drainage pipes, and other stormwater upgrades necessary to improve resilience and reduce localized flooding which has historically impacted residents, traffic, and property integrity; and

WHEREAS, application for financial assistance from the DEP is required for the Project.

WHEREAS, in order to fund the Project, the City applied for, and received, Legislative Funding Award L0507 in the amount of **$325,000** (the "Award"), with no matching funds requirement;

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

That the project described above be authorized,

AND, be it further resolved that the City of North Miami Beach accept the DEP Legislative Funding Award L0507 in the amount of **$325,000** on behalf of the City of North Miami Beach.

AND, be it further resolved by the City of North Miami Beach that it certifies to the following:

1. That it will accept the terms and conditions set forth, which will be part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and will carry out the program in the manner described in the DEP forms and any plans or specifications attached thereto, unless prior approval for changes has been received from DEP.

3. That it has the ability to operate and maintain the project improvements at the expense of the City for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

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 Project is hereby authorized by the City Commission, and the City Manager is authorized to execute the DEP Grant Agreement, required forms, and any documents necessary to effectuate this Project.

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 **18th day of August 2026**.

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

Consent Agenda
12.8.

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:	Darvin Williams, City Manager
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Resolution No. R2026-107 Approving Acceptance of the Hazard Mitigation Grant Program (HMGP) Award for the Citywide Stormwater Master Plan (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND ANALYSIS:

The Florida Division of Emergency Management (DEM) has awarded the City of North Miami Beach a Hazard Mitigation Grant Program (HMGP) sub-recipient agreement for Project 4673-305-P52, titled City of North Miami Beach Stormwater Master Plan. The grant provides federal funding for the development of a comprehensive Stormwater Master Plan (SWMP), which will enable the City to assess its stormwater system, identify vulnerabilities, and prioritize mitigation improvements, consistent with FEMA's Watershed Master Planning standards. The grant is issued under FEMA Disaster DR-4673.

The agreement (H1458) establishes a period of performance from March 11, 2026 through May 31, 2028. The project includes two major deliverables: (1) a Preliminary Stormwater Master Plan, followed by (2) a Completed Stormwater Master Plan incorporating flood modeling, regulatory analysis, pollutant assessment, mapping of vulnerable areas, and recommendations for future capital improvements. The plan must be coordinated with the Miami-Dade Local Mitigation Strategy (LMS) and formally adopted through the LMS process.

The grant also requires strict compliance with federal procurement standards, quarterly reporting, documentation requirements, and submission of mandatory federal certifications including FFATA, Debarment, Lobbying, FACTS, and the Foreign Country of Concern affidavit.

RECOMMENDATION: It is recommended that the City Commission approve and accept Hazard Mitigation Grant Program (HMGP) Award for Project 4673-305-P52 for development of the City's Stormwater Master Plan.
Authorize the City Manager to execute Agreement H1458 and all required attachments and certifications. All work performed under this grant will comply with federal compliance regulations, City procurement policies, and construction standards.

FISCAL/ BUDGETARY IMPACT: The total project cost is $288,205, of which $216,153.75 is funded by FEMA under the HMGP program, and $72,051.25 represents the required local cost share (25%).
Reimbursements are tied to deliverable approval: • Task 1 – Preliminary SWMP: $179,055 • Task 2 – Completed SWMP: $109,150 DEM will only reimburse allowable costs incurred during the agreement period and supported by adequate documentation. The local match will be programmed within the City's Capital Improvements Program budget upon acceptance and execution of the agreement.

ATTACHMENTS:

Description

- Memo
- Resolution

.....City.of.North.Miami.Beach?.Florida(((((((((((.....

Public Works Department

Commission Agenda Staff Report

Date: July 23, 2026

Resolution No.: 2026-XX

To: Mayor and City Commission

From: Darvin Williams, City Manager

Prepared By: Gregory Christian, Engineering & Construction Manager

Agenda Title: Resolution Approving Acceptance of the Hazard Mitigation Grant Program (HMGP) Award for the Citywide Stormwater Master Plan

Background

The Florida Division of Emergency Management (DEM) has awarded the City of North Miami Beach a Hazard Mitigation Grant Program (HMGP) sub-recipient agreement for **Project 4673-305-P52**, titled *City of North Miami Beach Stormwater Master Plan*. The grant provides federal funding for the development of a comprehensive Stormwater Master Plan (SWMP), which will enable the City to assess its stormwater system, identify vulnerabilities, and prioritize mitigation improvements, consistent with FEMA's Watershed Master Planning standards. The grant is issued under FEMA Disaster DR-4673.

The agreement (H1458) establishes a **period of performance from March 11, 2026 through May 31, 2028**.

The project includes two major deliverables: (1) a Preliminary Stormwater Master Plan, followed by (2) a Completed Stormwater Master Plan incorporating flood modeling, regulatory analysis, pollutant assessment, mapping of vulnerable areas, and recommendations for future capital improvements. The plan must be coordinated with the Miami-Dade Local Mitigation Strategy (LMS) and formally adopted through the LMS process.

The grant also requires strict compliance with federal procurement standards, quarterly reporting, documentation requirements, and submission of mandatory federal certifications including FFATA, Debarment, Lobbying, FACTS, and the Foreign Country of Concern affidavit.

Recommendation

It is recommended that the City Commission approve and accept **Hazard Mitigation Grant Program (HMGP) Award** for Project 4673-305-P52 for development of the City's Stormwater Master Plan.

Authorize the City Manager to execute Agreement H1458 and all required attachments and certifications. All work performed under this grant will comply with federal compliance regulations, City procurement policies, and construction standards.

Fiscal Impact

The total project cost is **$288,205**, of which **$216,153.75** is funded by FEMA under the HMGP program, and **$72,051.25** represents the required local cost share (25%).

Reimbursements are tied to deliverable approval:
- **Task 1** – Preliminary SWMP: $179,055
- **Task 2** – Completed SWMP: $109,150

DEM will only reimburse allowable costs incurred during the agreement period and supported by adequate documentation.

The local match will be programmed within the City's Capital Improvements Program budget upon acceptance and execution of the agreement.

RESOLUTION NO. R2026 - XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") HAZARD MITIGATION GRANT PROGRAM AWARD FOR PROJECT 4673-305-P52 IN THE AMOUNT OF $216,153.75, AUTHORIZING THE CITY MANAGER TO EXECUTE SUB-RECIPIENT AGREEMENT H1458 AND ALL RELATED DOCUMENTS; AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ADMINISTER THE PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Division of Emergency Management ("DEM"), acting as the pass-through entity for a federal award (the "Award"), has approved the City of North Miami Beach ("City") as the Sub-Recipient for Hazard Mitigation Grant Program ("HMGP") Project 4673-305-P52, to prepare a comprehensive Stormwater Master Plan (the "Stormwater Master Plan") as outlined in Agreement H1458 (the "Agreement"); and

WHEREAS, the Award consists of **$**216,153.75 in federal funding and requires a $72,051.25 local match, for a total project budget of $288,205.00; and

WHEREAS, the Stormwater Master Plan will provide a detailed assessment of the City's stormwater system, develop flood modeling, identify vulnerable areas, evaluate pollutant impacts, and recommend mitigation improvements consistent with FEMA's Watershed Master Planning Program; and

WHEREAS, The Agreement establishes a period of performance from March 11, 2026, through May 31, 2028, and requires the City to complete two major deliverables: a Preliminary Stormwater Master Plan and a Completed Stormwater Master Plan; and

WHEREAS, the Agreement requires the City to comply with federal administrative requirements, including procurement standards under **2 C.F.R. §§ 200.318–200.327**, quarterly

reporting, financial documentation, FFATA reporting, debarment verification, lobbying certification, FACTS compliance, and the Foreign Country of Concern Affidavit; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to accept the HMGP award and authorize implementation of the Stormwater Master Plan to reduce local flood risk, support long-term resilience, and benefit City residents.

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

That the project described above be authorized,

AND, be it further resolved that the City of North Miami Beach accept the Federal Emergency Management Agency Hazard Mitigation Grant Program award for Project 4673-305-P52 and execute Sub-Recipient Agreement H1458.

AND, be it further resolved by the City of North Miami Beach that it certifies to the following:

1. That it will accept the terms and conditions set forth, which will be part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it will carry out the program in the manner described in the proposal, approved Scope of Work (Attachment A), and FEMA requirements unless prior approval is received for any change.

3. That it has the ability to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of North Miami Beach for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

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 project described above is hereby authorized by the City Commission, and the City Manager are authorized to execute FEMA-DEM Subrecipient Agreement H1458 and all necessary documents to effectuate this project.

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 **18th day of August 2026**.

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

Consent Agenda
12.9.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-108 Approving and Authorize a Contract Extension and Increase for the Purchase of Liquid Lime Sludge Loading, Hauling & Disposal Services with Prolime Corporationn (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

CITY COMMISSION

STAFF REPORT

DEPARTMENT: NMB Water

Agenda Title: Resolution Approving and Authorizing a Contract Extension & Increase of $300,000 with Prolime Corporation.

BACKGROUND OF ITEM:

At its January 19, 2021, City Commission Meeting the City Commission approved and awarded ITB-20-049-DR Loading, Hauling and Disposal of Liquid Lime Sludge to Prolime Corporation via Resolution R2021-07. Subsequently, the City and the Contractor entered into an agreement for a five-year term and 180 day administrative extension, expiring August 30, 2026.

Sludge is the byproduct generated from coagulation and disinfection treatment process. The safe Loading, hauling and disposal of liquid sludge is crucial to maintain continuous plant operations, prevent equipment blockages, and comply with environmental regulations.

This contract increase is required to process a purchase order change order of $300,000.00 to cover Loading Hauling and Disposal of Liquid Lime Sludge for the remainder of the fiscal year. The current purchase order #260208 was approved for $996,000.00 but $887,983.84 has been expensed.

The City receives approximately 4 truckloads daily, for an estimated 3,100 tons each month, at a rate of $48 per ton. Considering current operations and anticipation of increased customer usage, additional funds are needed to facilitate these critical services.

Contract # 600 has an available balance of $39,773.54 therefore, an increase to the contract is necessary to process the PO change order.

The City will be resoliciting the services and will be taking the item back before the Commission in October 2026.

ANALYSIS:

- **Vendor:** Prolime Corporation

- **Contract Source:** #600 CNMB#ITB-20-049-DR
- **Purpose:** Contract increase to process PO #260208 change order
- **System Function:** Prevent equipment blockage, maintain plant efficiency, regulatory compliance, and public health safety.

Strategic Value: Supports the City's strategic objective of maintaining a high-performing utility delivering safe, reliable, and compliant potable water.

FISCAL IMPACT:

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
410904-533507	$1,370,000	$374,000	N/A	$300,000	$74,000

RECOMMENDATION:

Staff recommends that the City Commission authorize the increase of contract #600 by $300,000.00 for Loading Hauling and Disposal of Liquid Lime Sludge for the Norwood Water Treatment Plant.

ATTACHMENTS:

- Contract Change Order Form

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CONTRACT EXTENSION TO THE PREVIOUSLY APPROVED CONTRACT WITH PROLIME CORPORATION FOR THE PURCHASE OF LOADING, HAULING AND DISPOSAL OF LIQUID LIME SLUDGE, IN AN AMOUNT NOT TO EXCEED $110,000.00 PER MONTH FOR UP TO FIVE-MONTHS; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S 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 3-3.19 of the City of North Miami Beach Code of Ordinances ("Code") provides that contract extension for operational necessity shall require City Commission approval; and

WHEREAS, pursuant to Resolution R2021-07 the City Commission approved and awarded ITB-20-049-DR Loading, Hauling and Disposal of Liquid Lime Sludge at its January 19, 2021, City Commission Meeting to Prolime Corporation ("Contractor"). Subsequently, the City and the Contractor entered into an agreement for a five-year term and 180-day administrative extension, expiring on August 3, 2026; and

WHEREAS, the safe loading, hauling and disposal of liquid sludge is crucial to maintain continuous plant operations, prevent equipment blockages, and comply with environmental regulations. Contractor remains an industry leader in providing these services throughout South Florida. In consideration of the continued performance of such services, the City and the Contractor mutually agree to extend the contract; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to extend the previously approved agreement for up to five-months through December 31, 2026, or upon the award and execution of an annual agreement; whichever is sooner; 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 extend the previously approved agreement with Contractor for up to five-months through December 31, 2026, for an amount not to exceed $110,000 per month for continued loading, hauling and disposal of liquid lime sludge.

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 extension via contract amendment, attached as Exhibit "A," to the previously approved contract with Prolime Corporation for up to five-months through December 31, 2026, or upon the award and execution of an annual agreement; whichever is sooner; in a budgeted amount not to exceed $110,000 per month for continued loading, hauling and disposal of liquid lime sludge, 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's 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 **27th day of August 2026**.

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

CHANGE ORDER FORM

Purchase Order Change Order ☐ Contract Change Order ■

Title: Loading Hauling and Disposal of Liquid Lime Sludge	Contract No.: 600 Purchase Order No.:_____
Vendor: Prolime Corporation - (526518)	Change Order No.: 3
Contract Award Date: 02/04/2021	Completion Date: 08/03/2026
Revised Completion Date (prior to this change): 08/03/2026	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	***Original Amount***	$ 478,140.00
B	Value of Change Orders Previously Approved	$ 518,000.00
C	Adjusted Value Prior to this Change Order *(A+B)*	$ 996,000.00
D	Cost of Changes in this Change Order	$ 500,000.00
E	Adjusted Amount Including this Change *(C+D)*	$ 1,496,000.00
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	% 50
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	% 213

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

410904-533507

Description of Change:

The purpose of this change order is to request an increase to Prolime Corporation contract #600 for Loading Hauling and Disposal of Liquid Lime Sludge. We also respectfully request an extension of the contract through December 31, 2026, to provide adequate time for the solicitation, evaluation, and award of a multi-year contract.

The projected amount for these expenses is $500,000.00

Procurement Notes *(For Procurement Personnel Only):*

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:

(Project Manager / Preparer)

By:

(Division Approval) (Date)

(Department Director Name)

By:

(Department Director Signature) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager or Designee) (Date)

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RESOLUTION NO. 2025-82

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.

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 of North Miami Beach awarded Contract ITB-20-049-DR for "Loading, Haulage and Disposal of Liquid Lime Sludge" to Prolime Corporation ("Prolime") for an annual estimated expenditure of $478,000, approved by City Commission via Resolution R2021-07; and

WHEREAS, an estimated annual budgeted amount of $736,000 for the loading, hauling and disposal of liquid lime sludge with Prolime Corporation was previously approved by City Commission via Resolution R2023-79 on September 19, 2023; and

WHEREAS, the NMB Water Department has identified an increased need for the monthly haulage and removal of liquid lime sludge to maintain treatment processes, ensure regulatory compliance, and support the uninterrupted delivery of safe, high-quality water to customers in a not to exceed amount of $996,000; and

WHEREAS, Section 3-3.20 of the of the Code of Ordinances City of North Miami Beach, Florida, ("Code") requires that change orders exceeding 10% or $50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the Interim City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the Interim City Manager or designee to execute a Change Order to the previously approved Contract with Prolime to increase the previously approved expenditure by $260,000, thereby increasing the total annual expenditure to an amount not to exceed $996,000 for the loading, haulage and disposal of liquid lime sludge; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve and authorize the Interim City Manager or designee to execute a Change Order to the previously approved Contract with Prolime to increase the previously approved expenditure by

$260,000, thereby increasing the total annual expenditure to an amount not to exceed $996,000 for the loading, haulage and disposal of liquid lime sludge.

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 Change Order, in substantially the form attached as Exhibit "A," to the previously approved contract with Prolime Corporation to increase the expenditure by $260,000, thereby increasing the total annual expenditure to an amount not to exceed $996,000 for the loading, haulage and disposal of liquid lime sludge, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The Interim 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 Interim 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 **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

Consent Agenda
12.10.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-109 Approving and Authorizing Award of RFP-2026-02 for NMBW Strategic Communication Services (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A
- Exhibit B

Commission Agenda Staff Report

Date: August 27, 2026
Resolution No.: 2026-XX
To: Mayor and City Commission
From: Darvin Williams, City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer

Agenda Title: Resolution Approving and Authorizing the award of RFP-2026-02 for "NMB Water Strategic Communication Services (NMB Pure), in an Amount Not to Exceed $148,000.00

Background

The City of North Miami Beach, on behalf of NMB Water, issued a Request for Letters of Interest (RLI) seeking qualified firms to support the development and implementation of the NMB Pure initiative.

NMB Pure is a strategic communications and public engagement program designed to strengthen NMB Water's identity as a modern, reliable, and transparent regional utility. The initiative seeks to educate and engage residents, businesses, and stakeholders regarding water quality, conservation, infrastructure investments, sustainability initiatives, and the long-term value of NMB Water through integrated marketing, branding, and public outreach.

The solicitation invited firms to submit qualifications demonstrating their experience, technical capabilities, project approach, and success in providing integrated marketing, communications, branding, and community engagement services for public utilities or similarly complex organizations. The City received eight (8) Letters of Interest from qualified firms.

Letters of Interest were reviewed, and the City subsequently issued Request for Price & Campaign Approach No. RFP-2026-02 for "NMB Water Strategic Communication Services (NMB Pure)," requesting price proposals and campaign approaches from the qualified firms. The submitted price proposals were evaluated in accordance with the requirements established in the solicitation documents, and Circle of One Marketing, Inc. was determined to be the lowest responsive and responsible proposer to provide NMB Water Strategic Communication Services.

The Chief Procurement Officer and NMB Water Director have concurred with the award recommendation and verified that Funds are available and NMBW will facilitate this project with the capacity and additional contractual services funding available to support the full campaign.

Recommendation

It is recommended that the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to execute an agreement with Circle of One Marketing, Inc., the lowest responsive and responsible proposer, in an amount not to exceed $148,000.00, subject to budget appropriation and availability of funds, and approval as to form and legal sufficiency by the City Attorney.

Fiscal Impact

The total value of the agreement shall not exceed $148,000 and will be funded through available budgeted funds within the NMB Water operating budget.

RESOLUTION NO. R2026-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 AN AGREEMENT WITH CIRCLE OF ONE MARKETING, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE PROPOSER, TO PROVIDE STRATEGIC COMMUNICATIONS SERVICES FOR THE NMB PURE INITIATIVE IN AN AMOUNT NOT TO EXCEED $148,000.00, SUBJECT TO BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT AND 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 for Letters of Interest No. RLI#2026-02 for "*NMB Water Strategic Communication Services"* ("RLI"), and pursuant to the RLI and subsequent agreement, the selected contractor will provide strategic communications services including, but not limited to strategic marketing, communications, branding, and public engagement services for NMB Water; and

WHEREAS, the solicitation was publicly advertised on the City's website and through OpenGov, with electronic notifications sent to over 31,498 suppliers. The City received eight (8) responses from ACS Firm, Circle of One Marketing, Garth Solutions, Inc., HML Public Outreach, LaliAi, Maribel Martinez Consulting, Questline, Inc., and Upscale Events by Mosaic, Inc, dba The Mosaic Group; and

WHEREAS, the submitted Letters of Interest were evaluated in accordance with the criteria established in the solicitation documents to determine the qualifications, experience, and capability of each responding firm; and

WHEREAS, all Letters of Interest were reviewed, and the City subsequently issued Request for Price & Campaign Approach No. RFP-2026-02 for "NMB Water Strategic Communication Services (NMB Pure)," requesting price proposals and campaign approaches from the qualified firms; and

WHEREAS, the submitted price proposals were evaluated in accordance with the requirements established in the solicitation documents, and Circle of One Marketing, Inc., was determined to be the lowest responsive and responsible proposer to provide NMB Water Strategic Communication Services; 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 execute an agreement with Circle of One Marketing, Inc., the lowest responsive and responsible proposer, in an amount not to exceed $148,000.00, for the provision of NMB Water Strategic Communication Services in support of the successful implementation of the NMB Pure initiative; 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 execute an agreement with Circle of One Marketing, Inc., the lowest responsive and responsible proposer, in an amount not to exceed $148,000.00, subject to budget appropriation and availability of funds, and approval as to form and legal sufficiency by the City Attorney.

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 RFP-2026-02 for "NMB Water Strategic Communication Services ("NMB Pure Initiative")" to Circle of One Marketing, Inc., and authorize the City Manager to execute an Agreement with Circle of One Marketing, Inc., in an amount not to exceed $148,000.00, 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. The award authorized herein is expressly contingent upon the successful completion of all required negotiations, clarifications, and revisions deemed necessary by the City Manager, the Chief Procurement Officer, and the City Attorney. The selected proposer shall comply with all conditions outlined during the negotiation process.

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 **27th day of August 2026**.

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

RLI#2026-02

REQUEST FOR LETTERS OF INTEREST: NMB WATER STRATEGIC COMMUNICATION SERVICES

RELEASE DATE: May 27, 2026
RESPONSE DEADLINE: June 16, 2026, 5:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Introduction
2. General Terms & Conditions
3. Project Details
4. Vendor Questionnaire
5. Attachments

1. Introduction

1.1. Summary

The City of North Miami Beach, FL (the "City"), is soliciting sealed responses for REQUEST FOR LETTERS OF INTEREST: NMB WATER STRATEGIC COMMUNICATION SERVICES. Responses are to be submitted via the City's eProcurement Portal via https://procurement.opengov.com/portal/citynmb **PRIOR TO 5:00 pm on Tuesday, June 16, 2026**. Late responses will not be accepted.

Project work includes the development and implementation of a comprehensive, multi-platform **marketing, communications, and public engagement program.**

1.2. Timeline

Release Project Date:	May 27, 2026
Pre-Bid Meeting (Non-Mandatory):	June 9, 2026, 11:00am https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDY3Mjk5YWEtOTlmMi00MzAxLWIwMTUtNzVkZTBlNjQ3NGJi%40thread.v2/0?context=%7b%22Tid%22%3a%229739295f-25c8-4306-a834-500e12ab0581%22%2c%22Oid%22%3a%223f95939c-e444-4de3-b15c-2c53e762bce0%22%7d
Question Submission Deadline:	June 11, 2026, 3:00pm
Response Submission Deadline:	June 16, 2026, 5:00pm

1.3. Procurement Contact

SHEREECE GEORGE DEPUSOIR

Chief Procurement Officer

17011 Northeast 19th Avenue

North Miami Beach, FL 33162

Email: shereece.george@citynmb.com

Phone: (305) 948-2946

2. General Terms & Conditions

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 5:00 pm on Monday, April 27, 2026.

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.

2.75 LOCAL VENDOR PREFERENCE

Except where federal or state law mandates to the contrary, this preference shall apply to submittals received from Proposers 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 Proposer utilizes sub-contractors to qualify for Local Business Preference, the prime Proposer 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 Proposer 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.

3. Project Details

3.1. NMB Water Strategic Communication Services

The City of North Miami Beach ("City"), on behalf of **NMB Water,** is seeking qualified and experienced firms to submit a **Letter of Interest (LOI)** to support the development and implementation of a comprehensive, multi-platform **marketing, communications, and public engagement program.**

The "NMB Pure" initiative is intended to elevate NMB Water's identity as a modern, reliable, and transparent regional utility. The campaign focuses on promoting water quality, conservation, and infrastructure investments while strengthening public trust and community awareness. Through strategic messaging, visual storytelling, and targeted outreach, "NMB Pure" connects residents, businesses, and regional partners to the value, impact, and future of NMB Water.

The City invites interested firms to outline their **qualifications, relevant experience, and approach** to delivering integrated marketing and communications services for a public utility or similarly complex organization.

3.2. Anticipated Project Scope

The selected firm(s) will support the City in developing and executing a coordinated communications and marketing strategy for NMB Water. Services may include, but are not limited to:

- **Strategic Communications & Planning**

  Develop and implement a comprehensive communications strategy that aligns messaging across water quality, financial transparency, infrastructure investments, and regional engagement. Includes stakeholder coordination and support for proactive and crisis communications.

- **Branding & Creative Development**

  Design and produce cohesive branding and visual identity elements, including marketing materials, multilingual collateral, and video content. Emphasis on clear, engaging storytelling that translates technical information into public-facing messaging.

- **Digital Media & Public Relations**

  Manage digital presence and public messaging through social media, website content, and paid campaigns. Provide media relations support, press materials, and outreach strategies to enhance visibility and public awareness.

- **Community Engagement & Outreach**

  Plan and execute public engagement initiatives, including conservation campaigns, educational programming, and community events. Support outreach efforts that strengthen resident awareness, participation, and trust.

- **Events, Conferences & Public Presence**

  Provide branding, communications, and production support for public events, conferences, and City initiatives. Includes promotional materials, on-site support, and post-event content to extend reach and impact.

- **Analytics & Performance Reporting**

Track and evaluate campaign effectiveness through data analytics, reporting dashboards, and performance metrics. Provide insights and recommendations to support continuous improvement and strategic decision-making.

3.3. Interested Firms

Interested firms should submit a **Letter of Interest** that includes the following:

- Firm overview and relevant experience with similar campaigns or public sector clients
- Description of experience in marketing, communications, and public engagement
- Experience working with utilities, government agencies, or regional organizations
- Key personnel and project management approach
- Examples of previous campaigns, including creative materials and outcomes
- Any additional information demonstrating the firm's ability to support NMB Water's objectives

Following review of submitted Letters of Interest, the City may:

- Request **additional information or clarifications** from responding firms;
- **Engage in discussions or meetings** with firms whose experience aligns with the City's vision
- **Develop a refined scope of services** in collaboration with qualified firms; and
- **Negotiate terms and conditions** for a potential agreement.

The City reserves the right, at its sole discretion, to:

- *Determine which firms are qualified to participate in further discussions;*
- *Discontinue discussions at any time;*
- *Issue a **subsequent competitive solicitation** if deemed to be in the best interest of the City; or*
- ***Decline to award any agreement** resulting from this process.*

This RLI process is intended to support the City in identifying a qualified strategic communications partner to collaboratively assist in the development and delivery of a successful campaign for the City's "NMB Pure" Initiative.

4. Vendor Questionnaire

1. Authorized Representative Contact Info*
Please enter the name, title, phone and email of the authorized representative submitting this response

*Response required

2. Bidder(s) shall be appropriately licensed and registered with the State of Florida (Sunbiz)*
Enter Company Federal Tax Identification Number

*Response required

3. Bidder(s) shall submit a valid Local Business Tax Receipt from Miami-Dade, Broward, or Palm Beach counties*
Upload a valid local business tax receipt

*Response required

4. Does your firm have relevant experience with similar campaigns?*
☐ Yes
☐ No

*Response required

5. Does your firm have experience working with utilities, government agencies, or regional organizations?*
☐ Yes
☐ No

*Response required

6. Provide a description of experience in marketing, communications, and public engagement. *
Upload documents here...

*Response required

7. Provide your firms' key personnel and project management approach*
Upload documents here...

*Response required

8. Provide examples of previous campaigns, including creative materials and outcomes*
Upload documents here...

*Response required

9. Bidder(s) shall provide three (3) references.*
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. References must include the following to be eligible for consideration.

*Response required

10. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

RLI#2026-02 - NMB WATER STRATEGIC COMMUNICATION SERVICES								
Evaluation Criteria	**ACS FIRM**	**CIRCLE OF ONE MARKETING**	**GARTH SOLUTIONS, INC.**	**HML PUBLIC OUTREACH**	**LALIAI**	**MARIBEL MARTINEZ CONSULTING, LLC**	**QUESTLINE, INC**	**UPSCALE EVENTS BY MOSAIC, INC. DBA THE MOSAIC GROUP**
Owner/CEO	Eric Mercado (CEO) Email: Eric@ACSFirm.com Phone: (424) 218-9950	Suzan McDowell (President & Owner) Email: suzan@circleofonemarketing.com Phone: 305-490-9145	Yvonne Garth (President & CEO) Email: bd@garthsolutions.com Phone: (954) 727-3001	Heather M. Leslie (Principal) Email: Heather@hmlpublicoutreach.com Phone: 305-905-5876	Ashton Lalicon (CEO) Email: contact@laliaigroup.com Phone: (772) 521-0628	Maribel Martinez (Owner) Email: maribel@maribelmartinezconsulting.com Phone: (305) 904-2896	Bill Vuyancih (Vice President of Sales and Marketing) Email: wvuyancih@questline.com Phone: 216-548-1064	Ann Marie Sorrell (President & CEO) Email: annmarie@mosaicgroup.co Phone: 561-651-9565
1. Registered Business Address	6177 N. Lincoln Avenue #227 Chicago, IL 60659	601 NE 36th St APT 1605 Miami, FL 33137	5595 Orange Drive Suite #202 Davie, FL 33314	1255 Dove Avenue Miami Springs, FL 33166	3130 Seminole rd FORT PIERCE, FL 34951	49 Eagle Moon Lake Drive Saint Augustine, FL 32092	2429 Military Rd Suite 300 Niagara Falls, NY 14304	13499 Biscayne Blvd STE 215 North Miami, FL 33181
2: Sunbiz	81-3501285	75-3017814	02-0787274	27-2423435		87-1584592	45-4300018	20-3345305
3: Local Tax Receipt	Not Provided	Provided	Provided	Provided	Not Provided	Provided	Applied	Provided
4: Prior Experience	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5: Client References	Provided	Provided	Provided	Provided	Provided	Provided	Provided	Provided
Comments								

Solicitation No. RFP#2026-02

REQUEST FOR PRICE & CAMPAIGN APPROACH: NMB WATER STRATEGIC COMMUNICATION SERVICES (NMB PURE)

City of North Miami Beach

SECTION 1.0 INTRODUCTION

RFP# RFP#2026-02

REQUEST FOR PRICE & CAMPAIGN APPROACH: NMB WATER STRATEGIC COMMUNICATION SERVICES (NMB PURE)

Release Project Date:	July 16, 2026
Response Submission Deadline:	July 31, 2026, 5:00pm

RFP Contact SHEREECE GEORGE DEPUSOIR

Chief Procurement Officer

Contract Duration 00 years
Contract Renewal 00 annual renewals
Prices Good for 1 years

Pre-Proposal Conference

There will be no pre-proposal conference for this RFP.

RFP Comments

The City of North Miami Beach, Florida ("City") is requesting proposals from qualified firms for REQUEST FOR PRICE & CAMPAIGN APPROACH: NMB WATER STRATEGIC COMMUNICATION SERVICES (NMB PURE). 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/283970 . 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 SCOPE OF SERVICES

2.1 PROJECT OVERVIEW

The City of North Miami Beach (the "City") hereby invites a select group of firms to participate in PHASE 2: REQUEST FOR PRICE & CAMPAIGN APPROACH: NMB WATER STRATEGIC COMMUNICATION SERVICES (NMB PURE), a comprehensive communications campaign designed to promote water quality, conservation, infrastructure investments, and the value of NMB Water's services.

This invitation is extended exclusively to firms that previously submitted a Letter of Interest (LOI) in response to the City's initial solicitation and have been determined to be qualified to advance to this next phase. *Participation in this phase is voluntary. Qualified firms are invited to submit a response based on their continued interest and capacity to provide the requested services.*

The campaign will strengthen public trust and community awareness through strategic messaging, visual storytelling, and targeted outreach that connects residents, businesses, and regional partners to the impact and future of NMB Water.

The City is seeking a strategic communications partner capable of translating complex utility initiatives into clear, engaging, and informative public communications. The selected consultant will collaborate with City staff to develop and execute an integrated campaign utilizing branding, digital media, public relations, community engagement, events, and performance analytics to effectively communicate NMB Water's mission and investments.

The City encourages innovative, results-driven approaches that align with industry best practices while advancing the goals and objectives of the NMB Pure campaign.

2.2 SCOPE OF SERVICES

The selected consultant shall provide a comprehensive communications campaign that supports the primary mission of **NMB Pure**. While firms are encouraged to recommend innovative approaches, proposals shall address each of the campaign components identified below.

Component 1 - Strategic Communications & Planning

Develop a comprehensive communications strategy that establishes a unified direction for the **NMB Pure** campaign and aligns messaging across water quality, conservation, infrastructure investments, financial transparency, and community engagement.

This component may include, but is not limited to:

- Strategic communications planning
- Campaign messaging framework
- Audience identification and segmentation
- Communications implementation strategy
- Stakeholder engagement planning
- Executive communications support
- Crisis communications planning
- Communications calendar
- Campaign management methodology

Component 2 - Branding & Creative Development

Develop a cohesive visual identity and creative strategy that communicates the value and impact of NMB Water through consistent branding and compelling storytelling.

This component may include, but is not limited to:

- Campaign branding
- Creative direction
- Graphic design
- Marketing collateral
- Educational materials
- Infographics
- Photography
- Video production
- Motion graphics
- Multilingual communications
- Print and digital creative assets

Component 3 - Digital Media & Public Relations

Develop an integrated digital communications and public relations strategy that increases public awareness and strengthens community engagement.

This component may include, but is not limited to:

- Social media strategy
- Website content
- Digital advertising
- Public relations
- Media outreach
- Press releases
- Email communications
- Content development
- Reputation management
- Public information support

Component 4 - Community Engagement & Outreach

Develop outreach initiatives that educate customers, promote conservation, encourage public participation, and strengthen relationships between NMB Water and the communities it serves.

This component may include, but is not limited to:

- Public engagement campaigns

- Educational programming
- Community workshops
- School outreach
- Conservation campaigns
- Stakeholder engagement
- Customer awareness initiatives
- Multilingual outreach
- Public education materials

Component 5 - Events, Conferences & Public Presence

Provide strategic communications support that enhances NMB Water's visibility during public events and community initiatives.

This component may include, but is not limited to:

- Event branding
- Promotional campaigns
- Conference support
- Presentation materials
- Event signage
- Photography
- Videography
- On-site communications
- Post-event marketing

Component 6 - Analytics & Performance Reporting

Develop a performance measurement framework to evaluate campaign effectiveness and support continuous improvement.

This component may include, but is not limited to:

- Campaign performance metrics
- Analytics dashboards
- Website analytics
- Social media analytics
- Media monitoring
- Community engagement metrics
- Performance reporting
- Strategic recommendations

2.3 PRICING & PROPOSAL SUBMITTAL REQUIREMENTS

Only firms shortlisted through the City's Request for Letters of Interest (RLI No. 2026-02) are eligible to submit a proposal. ***All required proposal documents and pricing information shall be submitted in their entirety. Failure to submit all required information may result in the proposal being deemed non-responsive and ineligible for further consideration by the City.*** Each proposal shall include:

A. Completed Pricing Form

Firms shall complete and submit the Pricing Form provided by the City. Pricing shall include a fixed lump-sum price for each campaign component and a total price for completion of the comprehensive **NMB Pure** communications campaign. Pricing shall include all labor, project management, meetings, travel, materials, production, subcontractors, overhead, profit, and all costs necessary to complete the proposed services unless specifically identified as optional.

B. Executive Campaign Approach *(3 page maximum)*

Provide an Executive Campaign Approach (maximum three (3) pages) describing the firm's strategic vision for implementing the **NMB Pure** communications campaign. The narrative should demonstrate the firm's understanding of the City's objectives and describe its overall methodology for delivering the six campaign components. The City is not requesting completed campaign concepts, graphic designs, marketing materials, or other creative deliverables as part of this solicitation.

C. Assumptions & Value-Added Services

Identify any assumptions, exclusions, optional services, or recommendations the firm believes would enhance the campaign.

Pricing and Negotiation

- Pricing shall be submitted for each Component as outlined in the Pricing Form.
- Submitted pricing will be subject to review and may form the basis for further discussions.
- The City reserves the right to negotiate pricing with one or more firms, if deemed in the City’s best interest.
- Pricing submitted at this stage shall not be considered final or binding.

2.4 METHOD OF AWARD

The City intends to award a contract to the responsive and responsible firm whose proposal is determined to provide the best overall value and be in the best interest of the City. In making its determination, the City may consider:

- Executive Campaign Approach;
- Demonstrated understanding of the City's objectives;
- Overall proposed methodology;
- Pricing for each campaign component;
- Total proposed campaign cost; and
- Any other information determined to be in the best interest of the City.

The City reserves the right to negotiate pricing, scope, and deliverables with the selected firm prior to contract award. The City further reserves the right to:

- Accept or reject any and all responses
- Waive any informalities or irregularities in the solicitation process
- Negotiate scope, pricing, and contractual terms

- Award a contract to a single firm or multiple firms, as deemed in the best interest of the City

2.5 PERFORMANCE EXPECTATIONS

The selected consultant shall serve as the City's strategic communications partner and shall provide professional, responsive, and high-quality services throughout the duration of the project. The consultant shall:

- Deliver all services in accordance with the approved scope and schedule;
- Maintain regular communication with the City's Project Manager;
- Produce professional-quality communications and creative materials;
- Coordinate effectively with City staff and stakeholders;
- Provide progress updates and performance reporting; and
- Respond promptly to project priorities and communication needs.

2.6 OWNERSHIP OF CREATIVE ASSETS & INTELLECTUAL PROPERTY

All reports, communications plans, branding materials, creative concepts, graphic designs, photographs, videos, campaign content, marketing materials, digital assets, source files, and other work products developed specifically for the City under this Agreement shall become the exclusive property of the City of North Miami Beach upon acceptance and final payment.

Upon completion or termination of the Agreement, the consultant shall provide the City with all editable native files, source files, graphics, videos, photography, campaign documentation, data, and other materials necessary for the City to continue, modify, and maintain the campaign. The consultant may retain ownership of pre-existing proprietary tools or methodologies incorporated into the work; however, the City shall receive a perpetual, royalty-free license to use such materials as part of the final deliverables.

SECTION 3.0 PRICE PROPOSAL

PRICING FORM

Complete the pricing form in it's entirety. An incomplete pricing form will be deemed non-responsive.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Component 1 - Strategic Communications & Planning	1	Each		
2	Component 2 - Branding & Creative Development	1	Each		
3	Component 3 - Digital Media & Public Relations	1	Each		
4	Component 4 - Community Engagement & Outreach	1	Each		
5	Component 5 - Events, Conferences & Public Presence	1	Each		
6	Component 6 - Analytics & Performance Reporting	1	Each		
TOTAL					

SECTION 4.0 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 How many years has your firm been in business while providing the services and/or products offered within this solicitation? *

*Response required

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

☐ Yes

☐ No

*Response required

1.15 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"

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

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

*Response required

1.17 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"

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

*Response required

1.18 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

1.19 Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this solicitation. Please attach certificate of competency and/or State registration.

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

1.21 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

1.22 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

1.23 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 Have you completed the Section 3.0 Pricing Proposal?*
☐ Yes
☐ No

*Response required

2.2 Is your proposed Executive Campaign Approach (or Strategic Campaign Narrative) included with your submittal?*
☐ Yes
☐ No

*Response required

When equals "Yes"

2.2.1 Please upload the Executive Campaign Approach (or Strategic Campaign Narrative) and any additional attachments here*

*Response required

2.3 Does your firm have Assumptions & Value-Added Services to include with your submittal?*

☐ Yes

☐ No

*Response required

When equals "Yes"

2.3.1 Please upload the firm's Assumptions & Value-Added Services*

*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 CONFIRMATION OR TYPE NAME IN TO CONFIRM REQUIRED FORMS?*

☐ 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 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

RFP #2026-02 - NMB WATER STRATEGIC COMMUNICATION SERVICES (NMB PURE)								
Evaluation Criteria	**ACS FIRM**	**CIRCLE OF ONE MARKETING**	**GARTH SOLUTIONS, INC.**	**HML PUBLIC OUTREACH**	**LALIAI**	**MARIBEL MARTINEZ CONSULTING, LLC**	**QUESTLINE, INC**	**UPSCALE EVENTS BY MOSAIC, INC. DBA THE MOSAIC GROUP**
Owner/CEO	Eric Mercado (CEO) Email: Eric@ACSFirm.com Phone: (424) 218-9950	Suzan McDowell (President & Owner) Email: suzan@circleofonemarketing.com Phone: 305-490-9145	Yvonne Garth (President & CEO) Email: bd@garthsolutions.com Phone: (954) 727-3001	Heather M. Leslie (Principal) Email: Heather@hmlpublicoutreach.com Phone: 305-905-5876	Ashton Lalicon (CEO) Email: contact@laliaigroup.com Phone: (772) 521-0628	Maribel Martinez (Owner) Email: maribel@maribelmartinezconsulting.com Phone: (305) 904-2896	Bill Vuyancih (Vice President of Sales and Marketing) Email: wvuyancih@questline.com Phone: 216-548-1064	Ann Marie Sorrell (President & CEO) Email: annmarie@mosaicgroup.co Phone: 561-651-9565
1. Registered Business Address	6177 N. Lincoln Avenue #227 Chicago, IL 60659	601 NE 36th St APT 1605 Miami, FL 33137	5595 Orange Drive Suite #202 Davie, FL 33314	1255 Dove Avenue Miami Springs, FL 33166	3130 Seminole rd FORT PIERCE, FL 34951	49 Eagle Moon Lake Drive Saint Augustine, FL 32092	2429 Military Rd Suite 300 Niagara Falls, NY 14304	13499 Biscayne Blvd STE 215 North Miami, FL 33181
2: Sunbiz	81-3501285	75-3017814	02-0787274	27-2423435		87-1584592	45-4300018	20-3345305
3: Local Tax Receipt	Not Provided	Provided	Provided	Provided	Not Provided	Provided	Applied	Provided
4: Prior Experience	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5: Client References	Provided	Provided	Provided	Provided	Provided	Provided	Provided	Provided
PRICE PROPOSAL								
Component 1 - Strategic Communications & Planning	$ 29,999.00	$ 30,000.00	$ 52,500.00	$ 46,250.00	$ 60,000.00	$ 48,500.00	$ 37,720.00	No Response
Component 2 - Branding & Creative Development	$ 39,500.00	$ 32,000.00	$ 95,000.00	$ 40,700.00	$ 95,000.00	$ 86,000.00	$ 65,000.00	No Response
Component 3 - Digital Media & Public Relations	$ 54,500.00	$ 29,000.00	$ 130,000.00	$ 33,300.00	$ 125,000.00	$ 72,500.00	$ 212,550.00	No Response
Component 4 - Community Engagement & Outreach	$ 31,500.00	$ 18,000.00	$ 82,000.00	$ 31,450.00	$ 85,000.00	$ 64,000.00	$ 21,300.00	No Response
Component 5 - Events, Conferences & Public Presence	$ 24,500.00	$ 18,000.00	$ 95,000.00	$ 18,500.00	$ 67,000.00	$ 42,500.00	$ 16,800.00	No Response
Component 6 - Analytics & Performance Reporting	$ 19,000.00	$ 21,000.00	$ 36,000.00	$ 14,800.00	$ 45,000.00	$ 34,500.00	$ 12,480.00	No Response
Total	***$ 198,999.00***	***$ 148,000.00***	***$ 490,500.00***	***$ 185,000.00***	***$ 477,000.00***	***$ 348,000.00***	***$ 365,850.00***	***No Response***
Comments								

Consent Agenda
12.11.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-110 Approve and Authorize an Increase to the Annual Expenditure via a Contract Change Order with Invoice Cloud, Inc. for the Purchase of Electronic Billing & Payment Software Solution Services (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Change Order Form

CITY COMMISSION
STAFF REPORT

DEPARTMENT:
NMB Water

SUBJECT:
Motion to approve an increase to the existing Purchase Order with Invoice Cloud, Inc. in the amount of $50,000.00, increasing the total Purchase Order authorization from $662,000.00 to $712,000.00, to provide sufficient funding for payment processing services through the remainder of Fiscal Year 2026.

BACKGROUND OF ITEM:

Invoice Cloud provides the City's online payment processing platform for utility customers, allowing payments through the customer portal, Interactive Voice Response (IVR), AutoPay, and other electronic payment channels. The platform continues to be the City's primary method for accepting electronic utility payments and has experienced steady growth in customer utilization.

The City previously approved a Purchase Order in the amount of **$662,000.00** for Fiscal Year 2026 payment processing services. Based on actual expenditures through June 2026, the remaining Purchase Order balance is approximately **$137,129.05**.

Staff reviewed historical Invoice Cloud expenditures from Fiscal Years 2023 through 2026 and analyzed current Fiscal Year spending to project anticipated costs for the remaining three months of the fiscal year. The analysis indicates that the remaining Purchase Order balance will be insufficient to cover projected payment processing fees through September 30, 2026. Accordingly, staff recommends increasing the Purchase Order by **$50,000.00** to provide adequate funding through the end of the fiscal year and to account for normal fluctuations in transaction volume.

ANALYSIS:

Staff analyzed Invoice Cloud expenditures from Fiscal Years 2023 through 2026 and compared current Fiscal Year activity with historical trends. Through June 2026, payment processing costs are approximately **6.8% higher than the same period in Fiscal Year 2025**, reflecting continued growth in customer adoption of electronic payment methods.

Based on historical monthly spending patterns and current year expenditures, staff projects approximately **$182,012.58** in payment processing costs for the remaining months of Fiscal Year 2026. With approximately **$137,129.05** remaining on the current Purchase Order, the projected funding shortfall is approximately **$44,883.53**.

Month	Estimated Cost
July 2026	$75,387.24
August 2026	$77,276.04
September 2026	$29,349.30

To ensure uninterrupted payment processing services and provide a modest contingency for variations in customer payment activity, staff recommend increasing the existing Purchase Order by **$50,000.00**.

This increase will provide sufficient funding to maintain online payment processing services, including customer portal payments, AutoPay, IVR payments, and other electronic payment options through the end of Fiscal Year 2026.

FISCAL IMPACT:

- **Current Purchase Order:** $662,000.00
- **Remaining Purchase Order Balance:** $137,129.05
- **Additional Funding Requested: $50,000.00**
- **Revised Purchase Order Amount: $712,000.00**

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
510916-533337	$800,000.00	$118,217.01	N/A	$50,000.00	$68,217.01

ALTERNATIVES:

The City could choose not to approve the requested Purchase Order increase. However, the remaining Purchase Order balance is projected to be insufficient to cover payment

processing fees through the end of Fiscal Year 2026. Without additional funding, the City may experience disruptions to online payment services, including customer portal, AutoPay, and Interactive Voice Response (IVR) payment processing.

ATTACHMENTS:

- Change order Form

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE ANNUAL EXPENDITURE BY $50,000.00 VIA CONTRACT CHANGE ORDER WITH INVOICE CLOUD, INC., FOR THE PURCHASE OF ELECTRONIC BILLING AND PAYMENT SOFTWARE SOLUTION SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S 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, On February 20, 2024, the City Commission approved Resolution R2024-34, authorizing the purchase of Electronic Billing and Payment Solutions from Invoice Cloud, Inc.(*"Invoice Cloud")* in an estimated annual amount of $612,000.00; and

WHEREAS, under the City Manager's approval authority, an annual increase of $50,000.00 was approved for the City's online payment processing services due to the increased volume of online water utility bill payments *("Change Order No. 1")*; and

WHEREAS, due to the continued increase in the utilization of the City's online payment platform for water utility bill payments, the NMB Water Department has determined that an additional annual increase of $50,000.00 is necessary to cover the associated payment processing costs and ensure the continued availability of electronic billing and payment services to the City's customers; and

WHEREAS, Section 3-3.20 of the of the Code of Ordinances City of North Miami Beach, Florida, 2008 ("Code") requires that change orders exceeding 10% or $50,000.00, whichever is less, shall be approved by the City Commission; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to increase the annual expenditure to the previously approved Contract by $50,000.00 for a budgeted amount not to exceed $712,00.00; 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 increase the annual expenditure via a Contract Change Order to the previously approved Contract by $50,000.00, thereby increasing the annual expenditure to a budgeted amount not to exceed $712,00.00 for Electronic Billing and Payment Software Solution 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 increase of the annual expenditure via Contract Change Order, in substantially the form attached as Exhibit "A," to the previously approved Contract with Invoice Cloud, Inc. by $50,000.00, thereby increasing the annual expenditure to a budgeted amount not to exceed $712,000.00 for the purchase of Electronic Billing and Payment Software Solution 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's 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 **27th day of August 2026**.

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

CHANGE ORDER FORM

Purchase Order Change Order ■ Contract Change Order ■

Title: Contract No.: _ NMBW C/S: ELECTRONIC BILLING & PAYMENT EB941 SOLUTIONS	Contract No.: EB941 Purchase Order No.: 260130
Vendor: invoicecloud 526445	Change Order No.: 2
Contract Award Date: 11/10/2020	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	***Original Amount***	$ 612,000
B	Value of Change Orders Previously Approved	$ 50,000
C	Adjusted Value Prior to this Change Order *(A+B)*	$ 662,000
D	Cost of Changes in this Change Order	$ 50,000
E	Adjusted Amount Including this Change *(C+D)*	$ 712,000
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	% 7.55%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	% 16.34%

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

510916 533337

Description of Change:

Increase the existing InvoiceCloud Purchase Order by $50,000.00 to cover projected payment processing fees through the remainder of Fiscal Year 2026.

Procurement Notes *(For Procurement Personnel Only):*

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:

Ernesto Salazar

(Project Manager / Preparer)

By: Customer Service and Billing

(Division Approval) (Date)

H.R. Nijkamp

(Department Director Name)

By:

(Department Director Signature) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager or Designee) (Date)

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Consent Agenda
12.12.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-111 Approving Task Order for Professional Engineering Services for NWTP Wellfield Condition Assessment with Hazen and Sawyer (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

CITY COMMISSION
STAFF REPORT

DEPARTMENT: NMB Water - Utilities Department

Agenda Title: Resolution Approving a Task Order for Professional Engineering Services for Norwood-Oeffler Water Treatment Plant Wellfield Condition Assessment. with Hazen & Sawyer in an Amount Not to Exceed $163,630.00.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of Task Order No. 23 issued to Hazen and Sawyer (Hazen) for $163,630 to prepare the Wellfield Infrastructure Evaluation and Condition Assessment.

Hazen is one of the consultants approved by the City Commission under Agreement No. RFQ-19-082-MC for Professional Services of Water and Sewer Engineers, meeting the requirements of Florida Statute (FS) 287.055, known as the Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process can be awarded a continuing contract for studies not exceeding $500,000 without additional competition. Hazen's expertise in water/wastewater engineering and prior work with NMB Water, for the past 30+ years and makes them well-suited to prepare this wellfield evaluation and condition assessment. The negotiated price of $163,630 is deemed fair and reasonable by staff.

BACKGROUND OF ITEM:

NMB Water sources its water from the Biscayne Aquifer and the Upper Floridan Aquifer System (FAS). The Biscayne Aquifer is a shallow, surficial aquifer characterized by high porosity and transmissivity, and has historically served as the primary groundwater source for southeast Florida. The FAS is a deeper (approximately 1,000 feet deep) brackish (i.e., salty) aquifer separated from the Biscayne Aquifer by confining units. The Norwood-Oeffler Water Treatment Plant (WTP) is equipped to treat water from both aquifers using lime softening, nanofiltration (NF), and reverse osmosis (RO) processes. It currently operates 20 raw water supply wells. Sixteen (16) wells are installed in the Biscayne aquifer, and four (4) wells are installed in the Upper Floridan aquifer. The total depths of the Biscayne aquifer wells generally do not exceed 100 feet below land surface (bls), with one exception (Well 12 at 131 feet).

Under this project, Hazen has developed a scope of services to assist with the investigation of current conditions of the raw water supply wells and prepare well-specific rehabilitation plans.

This Task Order will include:

- Investigate existing conditions of all of the City's 20 production wells
- Perform specific capacity testing of each well
- Evaluate water quality parameters of each well
- Summarize hydraulic and water quality results
- Prepare a well-specific rehabilitation plan in a technical memorandum

ALTERNATIVES:

Staff strongly recommends utilizing the services of Hazen as their expertise in hydrology is well known. This evaluation of our wellfield has not been done in recent times and will give us assurance or expectation of the capacity, raw water quality and overall condition of the wellfield. It will also give us a planning document for needed rehabilitation and or possible expansion needs.

FISCAL IMPACT:

There is sufficient funding available in the Water Utility Operating Fund to address the funding needs for this request.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
410904-535631	$300,000	$300,000	N/A	$163,630	$136,370

ATTACHMENTS:

1. Exhibit A – Task Order No. 23 and Statement of Work
2. Procurement Explanation Memo

RESOLUTION NO. R2026--XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORWOOD-OEFFLER WATER TREATMENT PLANT WELLFIELD CONDITION ASSESSMENT, IN AN AMOUNT NOT TO EXCEED $163,630.00, WITH HAZEN AND SAWYER 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; PROVIDING FOR SCRIVENER'S ERRORS; 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, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 19-082-MC "Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services." Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Hazen and Sawyer ("Hazen") on March 5, 2021, for a five-year term, extended through September 30, 2027 ("Continuing Services Agreement"); and

WHEREAS, the NMB Water Department needs to conduct a comprehensive condition assessment of the Norwood-Oeffler Water Treatment Plant wellfield to evaluate the condition and performance of the City's existing groundwater supply wells, provide a long-term planning document for rehabilitation and potential expansion, and further the City's strategic objectives of maintaining resilient infrastructure and a safe, reliable water system; and

WHEREAS, Section 3-3.14 of the City's Code of Ordinances (the "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 a Task Order with Hazen in an amount not to exceed $163,630.00 for a water treatment plant wellfield condition assessment; 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 a Task Order with Hazen and execute a purchase order in a budgeted amount not to exceed $163,630.00 for the Norwood-Oeffler water treatment plant wellfield condition assessment.

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 Hazen & Sawyer in an amount not to exceed $163,630.00 for the Norwood-Oeffler Water Treatment Plant Wellfield Condition Assessment, in substantially the form attached as Exhibit "A," is approved and the City Manager or designee is authorized to issue a purchase order 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's 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 **27th day of August 2026**.

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

PROCUREMENT EXPLANATION MEMO

TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan
Director

NMB Water
Department

Signature

7/17/2026
Date

RE: Norwood -Oeffler WTP Wellfield Condition Assessment

Fiscal Amount not to Exceed: $163,630.00 **Vendor #** 482933

Purpose (How does it align with City NMB Strategic Plan?):

This procurement will retain the services of Hazen and Sawyer to perform a condition assessment of the Norwood- Oeffler Water treatment plant wellfield. This aligns with the City of North Miami Beach Strategic Plan by supporting Infrastructure & Resilience and a Safe & Clean Community through reliable water system management.

Background:

NMB Water is in need of a current evaluation of its aging wellfield. Its wellfield consists of 20 raw water supply well, incldluing 16 Biscayne aquifer wells and 4 Upper Floridan aquifer wells. This assessment will provide us with specific hydraulic capacity, raw water quality and overall condition of each well within the wellfield. It will also give us a planning document for needed rehabilitation identified and or possible expansion needs.

Recommendation:

Approve task order #23 under RFQ19-082 MC with Hazen and Sawyer to provide Water Engineering Services. Their hydrology experience provides us with expertize to accomplish this much needed evaluation of our wellfield, supporting the City's infrastructure and environmental objectives.

Fiscal Impact / Account Number(s):

FY26: 410904-535631 - $163,630.00

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review.

CONSULTANT TASK ORDER NO. 23
STATEMENT OF WORK

This Statement of Work is executed between the CITY OF NORTH MIAMI BEACH ("CITY") and (Hazen and Sawyer) ("CONSULTANT").

CITY and CONSULTANT agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Agreement No. 19-082-MC for Professional Services on a Continuing Basis between CITY and CONSULTANT (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Documents. The following Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

   A. The Level of Effort (LOE) Justification attached hereto;
   B. All parts of standards, reference manuals, regulations, and similar documents cited in this Statement of Work; and,
   C. The following documents (if any): *Please refer to attached Fee Spreadsheet.*

2. Project Name, Description, and Number (the "Project"). The Project which is covered by this Statement of Work is named, described, and numbered as follows:

Wellfield Evaluation

This project is a service associated with the CITY's selection of the CONSULTANT to provide professional services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act ("CCNA"), CITY RFQ-19-082-MC for the following categories:

Water/Sewer Engineers

3. CONSULTANT's Services. The Services to be performed by CONSULTANT under this Statement of Work include all of the following:

SCOPE OF SERVICES

The CITY sources its water from the Biscayne Aquifer and the Upper Floridan Aquifer System (FAS). The Biscayne Aquifer is a shallow, surficial aquifer characterized by high porosity and transmissivity, and has historically served as the primary groundwater source for southeast Florida. The FAS is a deeper (approximately 1,000 feet deep) brackish (i.e., salty) aquifer separated from the Biscayne Aquifer by confining units. The Norwood-Oeffler Water Treatment Plant (WTP) is equipped to treat water from both aquifers using lime softening, nanofiltration (NF), and reverse osmosis (RO) processes. The CITY currently operates 20 raw water supply wells. Sixteen (16) wells are installed in the Biscayne aquifer, and four (4) wells are installed in the Upper Floridan aquifer. The total depths of the Biscayne aquifer wells generally do not exceed 100 feet below land surface (bls), with one exception (Well 12 at 131 feet).

Under this project, the CITY has requested that CONSULTANT develop a scope of services to assist with the investigation of current conditions of the water supply wells and prepare well-specific rehabilitation plans. The CITY will use an existing piggyback contract for implementing the well rehabilitation plans.

A separate authorization for well rehabilitation oversight, evaluation and reporting will be developed specifically for planned rehabilitation activities following Task 3, at the request of the CITY.

Task 1 – Project Initiation and Site Visits

1.1 – Project Initiation Meeting

CONSULTANT will coordinate and conduct one (1) kick-off meeting with the CITY to review the goals and scope of the investigation of the existing production wells. CONSULTANT will prepare kick-off meeting agenda and summary to be submitted to the CITY in electronic format.

1.2 – Site Visits

CONSULTANT will tour the wellfield to evaluate site access and perform a preliminary visual review of the above-ground portion of each well and associated equipment for the limited purpose of confirming whether the testing planned under Task 2 can be performed. This review will include identifying apparent modifications or provisions needed to support Task 2 testing, including flowmeters, sample ports, pressure gauges, pressure transducers or manual water level access, discharge piping, and groundwater discharge locations. A more detailed evaluation of well condition will be performed under subsequent tasks based on the results of the Task 2 testing.

Deliverables:

- Kick-off meeting summary

Task 2 – Condition of Service Testing and Evaluation

This task consists of an evaluation of the historical operating conditions and testing to determine the current conditions of service for each well in the CITY's raw water supply wellfield, including both Biscayne and Floridan aquifer wells.

The testing is intended to establish the condition of each well by utilizing the CITY's pump, wellhead valving, flowmeters, pressure gauges, and access ports to complete the evaluation. The CONSULTANT's evaluation will include:

- Review of City-provided historical water quality and well operating data, including monthly operating reports, well performance data, and maintenance records.
- Visual evaluation of the above-ground portion of each well, including the apparent condition of the wellhead, exposed casing, valves, fittings, gauges, sample ports, access ports, discharge

piping, and other visible appurtenances that may affect the sanitary seal, operability, or rehabilitation planning.

- Specific capacity testing to determine the present specific capacity and to establish a baseline of current operating conditions.

- CONSULTANT will perform step drawdown tests at up to 2 wells per day, consisting of up to 3 steps at 60 minutes each step. The tests are anticipated to be completed in 75 days (approximately two wells per week). This assumes that CITY staff will coordinate well pumping such that static water levels will be obtained after approximately 12 hours of no pumping, and that only two (2) wells can be taken offline per week to minimize impacts to plant operations.

- CONSULTANT will obtain static water levels after approximately 12 hours of no pumping at each well prior to starting the capacity test.

- During the capacity testing, the CONSULTANT will measure water quality parameters including, sand, silt density index (SDI), and field chemistry at 15-minute intervals throughout each step: temperature, pH, specific conductivity, salinity, chloride, total dissolved solids (TDS), dissolved oxygen, ferrous iron, dissolved sulfides, turbidity, and oxygen reduction potential (ORP).

- CONSULTANT will collect two samples for specialty laboratory analysis at up to ten (10) wells. The first sample will be collected at pump start up to characterize water quality in the well casing, while a second sample, collected near the end of the design rate step, will typify water chemistry from the Biscayne and upper Floridan aquifers. Samples will be shipped to Water Systems Engineering of Ottawa, Kansas immediately upon collection.

- The results from the above testing will be documented in a technical memorandum under Task 3.

CITY's responsibilities during testing include the following:

- Providing access to and operating wells;

- Accessing ports for well water level measurements (if none is available, the pumping/step drawdown testing may be omitted for specific wells);

- Providing access to or installing a pressure transducer with a local transmitter readout at the wellhead for artesian Floridan Aquifer System (FAS) wells;

- Providing access to or equipping the wells with operational sampling ports and threaded taps capable of supporting a Rossum Sand Tester and SDI test kit;

- Coordinating well shut-downs and start-ups with CONSULTANT during testing.

Deliverables:

- None

Task 3 – Technical Memorandum

CONSULTANT will prepare a technical memorandum summarizing results of the hydraulic conditions and water quality results collected under Task 2. The technical memorandum will also provide a well-specific rehabilitation and monitoring program based on CONSULTANT's evaluation of the condition of each well.

Deliverables:

Technical memorandum including:

- Summary of hydraulic and water quality results from step drawdown testing.
- Annotated wellhead photos for each well documenting the existing condition of the above-ground portion of each well.
- Recommendations on rehabilitating individual wells and ranking the sequence of rehabilitation.
- Estimated rehab cost for each well based on itemization for an agreement with a third-party water well contractor.

During procurement of an existing piggyback contract, CITY may request CONSULTANT's assistance limited to reviewing the piggyback scope of services for applicability to the recommended rehabilitation and up to two meetings/discussions with the CITY and/or water well contractor.

Project Milestone Schedule. The Project Milestone Schedule is as follows (Assumes a NTP start date of September 15, 2026):

Task	Completion Time from Notice-to-Proceed (Calendar Days)
Task 1 - Project Initiation and Site Visit	45
Task 2 - Condition of Service Testing and Evaluation	150
Task 3 – Technical Memorandum	195

KEY ASSUMPTIONS

The following assumptions apply to the overall scope of work described above.

1. Hydraulic modeling and raw water piping inspection are not included in this scope of services. Scope of services evaluates the performance of individual wells and not the hydraulics of the raw water system.
2. An evaluation of the well pumps and performance is not included in this scope of services. Additional services outside the scope of this Work Authorization may be requested, including

evaluating the condition of pumping equipment, reviewing the third-party water well contractor's evaluation of the pump, pump assembly, and recommendations for repairs, and conducting a pump-performance test on a new or repaired pump.

3. CITY will provide well completion reports, well maintenance records, previous rehabilitation reports and 5 years of operating data (water quality, flow rates, times and water levels) for individual wells. Reports will be in .pdf format, and data will be in Excel format.
4. CONSULTANT will provide instruments to measure field chemistry during the pre- and post-rehab specific capacity tests.
5. The CITY will identify areas to discharge specific capacity test effluent.

4. CONSULTANT's Key Employees and Project Staffing Team.
The following are CONSULTANT's Key Employees and subconsultants/vendors who will perform CONSULTANT's Services under this Task Order, and, with respect to Key Employees, the corresponding percentage of that Key Employee's time that will be devoted to performance of CONSULTANT's Services, and, with respect to subconsultants/vendors, the Services and Deliverables to be provided by the subconsultant/vendor.

Name of Key Employee	% of Time for Services
Christopher Kish	5
Gerrit Bulman	5
Jorge Valdes	30
Angela Giuliano	10
Christian Wensing	30
Ryan Kleinkort	20

Name of Subconsultant/Vendor	Services to be Provided
N/A	N/A

CONSULTANT shall not substitute or substantially revise the responsibilities of Key Employees nor change Key Employees without the prior written consent of CITY.

5. Compensation and Reimbursable Expenses. CONSULTANT's Compensation for its Services shall be in accordance with the Agreement and the Compensation Schedule. CONSULTANT shall be compensated for Reimbursable Expenses according to the following Compensation Schedule subject to the limitations stated in the Master Agreement.

☒ The total lump sum amount of $163,630.00;

The total not-to-exceed amount for the time and material services include Reimbursable Expenses incurred in accordance with the Master Agreement.

6. CITY's Designated Representative.

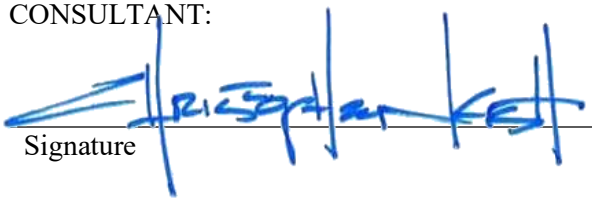
Karim Rossy - Infrastructure Development

CONSULTANT's Designated Representative.

Christopher Kish, P.E. – Vice President

7. Effective Date.

Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until CITY issues to CONSULTANT a purchase order for this Statement of Work. The Effective Date for this Statement of Work shall be the date of such purchase order.

CITY OF NORTH MIAMI BEACH:	CONSULTANT:
	
Signature	Signature
	Christopher L. Kish, PE
Print	Print
	Vice President
Title	Title
	July 13, 2026
Date	Date

By: _____
Darvin Williams, City Manager

Date: _____

FEE PROJECTION
CITY OF NORTH MIAMI BEACH
WELLFIELD EVALUATION

Task	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Senior Principal Designer	Principal Designer	Senior Designer	Technical Typist	Administrator	Total Hours	Total Fee
Testing and Evaluation Services													
Task 1 - Project Initiation and Site Visits (Lump Sum)													
1.1 - Project Initiation Meeting	4	0	0	8	0	0	0	0	0	0	0	12	$2,270
1.2 - Site Visits	12	0	0	16	0	8	0	0	0	0	0	36	$8,870
Task 2 – Condition of Service Testing & Evaluation (Time & Materials)													
Includes field testing and historical data evaluation	32	0	40	120	0	320	0	0	0	0	0	512	$78,110
Task 3 – Technical Memorandum (Lump Sum)	16	0	32	100	0	160	0	16	0	0	4	328	$50,380
Total Labor Fee													**$139,630**
ODC (lab fees, shipping, field testing equipment, etc.)													$24,000
TOTAL PROJECT COST													**$163,630**
LABOR RATES (Per Professional Services Agreement RFQ19-082 MC)	$245.01	$226.63	$191.88	$161.50	$142.24	$135.03	$168.84	$130.24	$115.74	$82.51	$121		

Consent Agenda
12.13.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-112 Approving Task Order for Professional Engineering Services and Regulatory Assistance for the City's Cycle 3 Sanitary Sewer Evaluation Survey with Hazen and Sawyer (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

CITY COMMISSION
STAFF REPORT

DEPARTMENT: NMB Water - Utilities Department

Agenda Title: Resolution Approving a Task Order for Professional Engineering Services and Regulatory Assistance with Hazen & Sawyer in an Amount Not to Exceed $88,100.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of Task Order No. 21 issued to Hazen and Sawyer (Hazen) for $88,100 to prepare the DERM Cycle 3, phase 2 Sanitary Sewer Evaluation Survey (SSES) report.

Hazen is one of the consultants approved by the City Commission under Agreement No. RFQ-19-082-MC for Professional Services of Water and Sewer Engineers, meeting the requirements of Florida Statute (FS) 287.055, known as the Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process can be awarded a continuing contract for studies not exceeding $500,000 without additional competition. Hazen's expertise in water/wastewater engineering and prior work with NMB Water, for the past 30+ years and particularly for the SSES Cycle 3, phase1 makes them well-suited to deliver this follow up report to DERM. The negotiated price of $88,100 is deemed fair and reasonable by staff.

BACKGROUND OF ITEM:

The Miami-Dade County Code (MDCC) mandates that Volume Sewer Customers (VSCs) of the Miami-Dade Water and Sewer Department (MDWASD) perform a variety of activities related to collection system assessment, rehabilitation, and management. One such requirement concerns the completion of a Sanitary Sewer Evaluation Survey (SSES), followed by sewer rehabilitation and post-rehabilitation flow monitoring to assess compliance with the 5,000 Gallon per Day-Inch-Mile (GPDIM) standard for infiltration and inflow (I&I) specified in the MDCC. The SSES requirements apply on a recurring ten-year cycle.

Hazen assisted the City, a VSC of MDWASD, with third-cycle SSES activities including development of the required Cycle 3, Phase 1 SSES Report (Phase 1 Report). The Phase 1 SSES Report was submitted to the Miami-Dade Department of Environmental Resources Management (DERM) on November 12, 2022.

DERM reviewed the Phase 1 Report and provided comments, and a Request for Information (RFI) dated May 8, 2025. The DERM RFI included a detailed list of items to be addressed in a revised Phase 1 Report submittal required on or before November 12, 2026. DERM has since stated that none of the VSC submittals were accepted as complete; this status appears to relate at least in part to a change in DERM's interpretation of certain SSES requirements, as well as DERM's application of modified SSES guidelines that were published in 2024 **after** submittal of the Phase 1 Report. It is noted that the Cycle 3, Phase 2 SSES Report is also due on or before November 12, 2026.

This Task Order will include:

- Prepare a complete report addressing all 18 DERM RFIs
- Submit the report to DERM by the noted deadline

ALTERNATIVES:

Staff strongly recommends Utilizing the services of Hazen as their expertise is second to none when it comes to dealing with SSES and DERM respectively. Their experience ensures continuity, efficiency and timely compliance, reducing the risk of enforcement actions and supporting the City's infrastructure and environmental objectives.

FISCAL IMPACT:

There is sufficient funding available in the Sewer Utility Operating Fund to address the funding needs for this request.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
450910-535310	$175,000	$10,342.08	$98,342.08	$88,100	$10,242.08

ATTACHMENTS:

1. Exhibit A – Task Order No. 21 and Statement of Work
2. Procurement Explanation Memorandum

RESOLUTION NO. R2026--XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TASK ORDER INCREASE FOR PROFESSIONAL ENGINEERING SERVICES AND REGULATORY ASSISTANCE FOR THE CITY'S CYCLE 3 SANITARY SEWER EVALUATION SURVEY, INCREASING EXPENDITURE BY $28,000.00 WITH HAZEN AND SAWYER 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; PROVIDING FOR SCRIVENER'S ERRORS; 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, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 19-082-MC "Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services." Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Hazen and Sawyer ("Hazen") on March 5, 2021, for a five-year term, extended through September 30, 2027 ("Continuing Services Agreement"); and

WHEREAS, the NMB Water Department is required to comply with the Miami-Dade County Code and the Department of Regulatory and Economic Resources ("DERM") requirements for the Sanitary Sewer Evaluation Survey ("SSES") Cycle 3 Program, including the preparation and submission of revised Phase 1 and Phase 2 reports in response to DERM's Request for Information, to ensure timely regulatory compliance, protect public health and the environment, and preserve the long-term reliability and integrity of the City's wastewater collection system**;** and

WHEREAS, under the City Manager's approval authority, a Task Order in the amount of $50,000.00 was approved under the Continuing Services Agreement with Hazen; however, additional funding in the amount of $28,000.00 is required to complete the required services, increasing the total Task Order amount to $88,000.00; and

WHEREAS, Section 3-3.14 of the City's Code of Ordinances (the "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 a Task Order increase with Hazen by $28,000.00, thereby increasing the total expenditure to an amount not to

exceed $88,000.00, for engineering and regulatory assistance for the Sanitary Sewer Evaluation Survey (SSES); 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 a Task Order increase to the previously approved Contract with Hazen by $28,000.00, thereby increasing expenditure to an amount not to exceed $88,000.00, for engineering and regulatory assistance for the SSES to ensure compliance with Miami-Dade County Code and DERM requirements.

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 increase, in substantially the form attached as Exhibit "A," to the previously approved Contract with Hazen & Sawyer to increase expenditure by $28,000.00 for engineering and regulatory assistance for the Sanitary Sewer Evaluation Survey (SSES), 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 **27th day of August 2026**.

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

PROCUREMENT EXPLANATION MEMO

TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan — Director

NMB Water — Department

Signature

4/15/2026 — Date

RE: SSES Cycle 3 - Phase 1 Report RFI Response and Phase 2 Report

Fiscal Amount not to Exceed: $88,100.00 **Vendor #** 482933

Purpose (How does it align with City NMB Strategic Plan?):

This procurement will retain Hazen and Sawyer to provide Cycle 3 SSES regulatory assistance in compliance with Miami-Dade County Code. This aligns with the City of North Miami Beach Strategic Plan by supporting Infrastructure & Resilience and a Safe & Clean Community through reliable wastewater system management and environmental protection.

Background:

The City, a Volume Sewer Customer of the Miami-Dade Water and Sewer Department, must complete recurring SSES requirements mandated by the Miami-Dade Department of Environmental Resources Management. Hazen submitted the Phase 1 SSES Report on November 12, 2022. On May 8, 2025, DERM issued an RFI deeming the report incomplete and requiring revisions under updated 2024 guidelines. Revised Phase 1 and Phase 2 reports are due by November 12, 2026.

Recommendation:

Approve a task order under RFQ19-082 MC with Hazen and Sawyer to provide regulatory support services. Their prior experience ensures continuity, efficiency, and timely compliance, reducing risk of enforcement actions and supporting the City's infrastructure and environmental objectives.

Fiscal Impact / Account Number(s):

FY26: 450910-535310 - $88,100.00

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____

Purchases/Contracts exceeding $50,000.00 will be placed on the next Commission Agenda pending Procurement review.

Hazen and Sawyer
999 Ponce De Leon Boulevard, Suite 1150
Coral Gables, FL • 305.443.4001

March 3, 2026

Pedro Melo
Assistant Director
City of North Miami Beach
171050 NE 19th Avenue
North Miami Beach, FL, 33162

Re: Cycle 3 SSES Regulatory Assistance

Dear Mr. Melo:

Hazen and Sawyer (Hazen) is pleased to provide this engineering services proposal to support ongoing Sanitary Sewer Evaluation Survey (SSES) tasks related to Miami-Dade County Code compliance requirements in the City of North Miami Beach (City). The engineering services for this project will be performed as part of our Professional Services Agreement RFQ19-082 MC. A project background, scope of work, schedule, and fee proposal are presented herein.

Background

The Miami-Dade County Code (MDCC) mandates that Volume Sewer Customers (VSCs) of the Miami-Dade Water and Sewer Department (MDWASD) perform a variety of activities related to collection system assessment, rehabilitation, and management. One such requirement concerns the completion of a Sanitary Sewer Evaluation Survey (SSES), followed by sewer rehabilitation and post-rehabilitation flow monitoring to assess compliance with the 5,000 Gallon per Day-Inch-Mile (GPDIM) standard for infiltration and inflow (I&I) specified in the MDCC. The SSES requirements apply on a recurring ten-year cycle.

Hazen assisted the City, a VSC of MDWASD, with third-cycle SSES activities including development of the required Cycle 3, Phase 1 SSES Report (Phase 1 Report). The Phase 1 SSES Report was submitted to the Miami-Dade Department of Environmental Resources Management (DERM) on November 12, 2022.

DERM reviewed the Phase 1 Report and provided comments and a Request for Information (RFI) dated May 8, 2025. The DERM RFI characterized the report as “incomplete” and included a detailed list of items to be addressed in a revised Phase 1 Report submittal required on or before November 12, 2026. DERM has since stated that **none** of the VSC submittals were accepted as complete; this status appears to relate at least in part to a change in DERM’s interpretation of certain SSES requirements, as well as DERM’s application of modified SSES guidelines that were published in 2024 **after** submittal of the Phase 1 Report. It is noted that the Cycle 3, Phase 2 SSES Report is also due on or before November 12, 2026.

The following Task Order Scope of Services provides for assistance in addressing the DERM RFI and developing the required Phase 1 and Phase 2 SSES Report submittals to DERM.

CONSULTANT TASK ORDER NO. 21
STATEMENT OF WORK

This Statement of Work is executed between the CITY OF NORTH MIAMI BEACH ("CITY") and (Hazen and Sawyer) ("CONSULTANT").

CITY and CONSULTANT agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Agreement No. 19-082-MC for Professional Services on a Continuing Basis between CITY and CONSULTANT (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Documents. The following Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

   A. The Level of Effort (LOE) Justification attached hereto as **Attachment A**;
   B. All parts of standards, reference manuals, regulations, and similar documents cited in this Statement of Work; and,
   C. The following documents (if any): *Please refer to attached Fee Spreadsheet.*

2. Project Name, Description, and Number (the "Project"). The Project which is covered by this Statement of Work is named, described, and numbered as follows:

   Sanitary Sewer Evaluation Survey Cycle 3 Regulatory Assistance

   This project is a service associated with the CITY's selection of the CONSULTANT to provide professional services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act ("CCNA"), CITY RFQ-19-082-MC for the following categories:

   Water/Sewer Engineers

3. CONSULTANT's Services. The Services to be performed by CONSULTANT under this Statement of Work include all of the following:

Scope of Services

Hazen will provide engineering assistance to address the DERM comments and RFI items as requested by the City, and collaboratively work with the City to develop the required DERM submittals due on or before November 12, 2026. The below table briefly summarizes the items identified in the DERM RFI as requiring a response by the City. Associated assumptions are also noted. DERM's detailed comments are provided as **Attachment B** for convenient reference. **Attachment C** identifies specific items in the RFI as well as a source, where applicable, for the requirement in the Miami-Dade County Code or previously published DERM guidelines.

No.	SSES Cycle 3 Report Section / Issue	Brief Description	Assumptions for Hazen Proposal
1	Basin maps	Provide basin maps (see Comment No. 3).	---
2	DERM Table 1	Provide additional information (see Comment No. 4).	---
3	Basin maps	Provide a map for each basin.	Maps will be developed using the existing GIS and/or existing Sewer Atlas.
4	DERM Table 1	Include laterals in Table 1 and Inch-Diameter-Mile (IDM) for each basin. Manhole numbers should match basin maps.	Laterals (total number per basin and IDM) will be determined for each basin to the extent allowed using the existing GIS database. Manhole numbers will reflect information available in the existing GIS database.
5	Manhole inspection	Revise statement concerning manhole inspection per DERM direction. Include any I&I defects affecting manholes in a Manhole Corrective Action Plan (CAP) and document associated rehabilitation.	---
6	Corrective Action Plans	Provide pre- and post-repair photographic documentation for CAP defects.	Photos will be provided by City forces as needed. **City to provide status on CAP for Smoke Test Defects**. (No Manhole CAP or Video CAP was needed for the Phase 1 SSES Report.)
7	Smoke Test CAP	Revise Smoke Test CAP to create two CAPs: one for public defects and one for private defects. Use DERM-provided table for private defects. Revise Smoke Test CAP to include surcharge status, photo number, and rehabilitation completion date.	The DERM "**Private I/I Defects**" form will be populated to the extent possible using the existing smoke testing data.
8	Night flow measurements - Cycle 3	Submit night flow calculation reports for each basin.	---
9	Night flow measurements - Cycle 3	Submit DERM Certification Form for each basin.	---
10	Night flow measurements - Cycle 3	Submit tidal reports coinciding with night flow reports for each coastal basin (25, 26, 29, 33). Measurements are to be within 2 hours of high tide.	Tidal monitoring data will be selected using the nearest location(s) with available data for the study period.
11	Night flow measurements - Cycle 3	Provide a separate appendix to report upstream basin flow data and associated calculations. Include 001 (023); 004 (003, 005, 006, 009, 010, 020); 013 (011, 015); 020 (031, 032); 022 (021).	---
12	Night flow measurements - Cycle 3	Submit flow measurements/calculations for upstream/downstream basin repump relationships. Submit connectivity diagram verifying upstream/downstream basin repump relationships.	---

No.	SSES Cycle 3 Report Section / Issue	Brief Description	Assumptions for Hazen Proposal
13	Night flow measurements - Cycle 3	Submit night usage flow calculation report where usage is claimed and subtracted from night flow. Revise DERM Table 2 to show “0” usage if not subtracted.	---
14	GPDIM calculations	Document use of DERM formula in GPDIM calculations per DERM General Note No. 6.	---
15	DERM Table 2	Revise Table 2 to address DERM comments concerning upstream flows, usage, and use of specified GPDIM formula.	---
16	General	---	Where the DERM RFI addresses work performed by others, including smoke testing and associated corrective action, the RFI will be addressed to the extent permitted using the existing available deliverables and products of such work.
17	General	---	It is assumed no action is needed concerning DERM comments for which DERM notes “*Response is not required*”.
18	General	---	If services are extended beyond those stated or additional work is required to complete the project, an Amendment to this Service Order will be requested for continuation of engineering services.

4. Project Milestone Schedule. The Project Milestone Schedule is as follows:

   All services will be performed in accordance with the schedule required for regulatory submittal, and will be initiated immediately following approval of this proposal.

5. CONSULTANT's Key Employees and Project Staffing Team. The following are CONSULTANT's Key Employees and subconsultants/vendors who will perform CONSULTANT's Services under this Task Order, and, with respect to Key Employees, the corresponding percentage of that Key Employee's time that will be devoted to performance of CONSULTANT's Services, and, with respect to subconsultants/vendors, the Services and Deliverables to be provided by the subconsultant/vendor.

Name of Key Employee	% of Time for Services
Christopher Kish	10
Ethan Heijn	15
Michael Vinas	15
Rhyannan Campos	20
Sandra Pedre	20

Name of Subconsultant/Vendor	Services to be Provided
N/A	N/A

CONSULTANT shall not substitute or substantially revise the responsibilities of Key Employees nor change Key Employees without the prior written consent of CITY.

6. Compensation and Reimbursable Expenses. CONSULTANT's Compensation for its Services shall be in accordance with the Agreement and the Compensation Schedule. CONSULTANT shall be compensated for Reimbursable Expenses according to the following Compensation Schedule subject to the limitations stated in the Master Agreement.

☒ The total lump sum amount of $88,100;
☐ Reimbursable on a time and material basis at the rates set forth in the Master Agreement with a not to exceed amount of $

The total not-to-exceed amount for the time and material services include Reimbursable Expenses incurred in accordance with the Master Agreement.

7. CITY's Designated Representative.

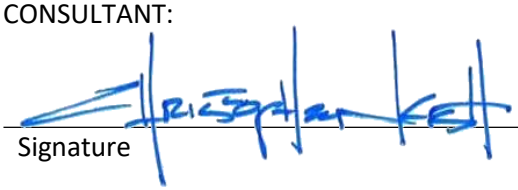
Pedro Melo – Assistant Director

8. CONSULTANT's Designated Representative.

Christopher Kish, P.E. – Vice President

9. Effective Date.

Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until CITY issues to CONSULTANT a purchase order for this Statement of Work. The Effective Date for this Statement of Work shall be the date of such purchase order.

CITY OF NORTH MIAMI BEACH:	CONSULTANT:
	
Signature	Signature
	Christopher L. Kish, PE
Print	Print
	Vice President
Title	Title
	March 3, 2026
Date	Date

By: _____
Darvin Williams, City Manager

Date: _____

Hazen

Attachment A: Level of Effort Justification

March 3, 2026

Fee Projection
City of North Miami Beach
Cycle 3 Sanitary Sewer Evaluation Survey Regulatory Assistance

Task	Vice President	Senior Associate	Senior Principal Engineer	Principal Engineer	Senior Principal Designer	Technician	Technical Typist	Total Hours	Total Fee
LABOR:									
Address RFI Items: Sewer Atlas and Pipe Inventory	4	8	24	8	24	0	0	68	$11,860
Address RFI Items: Corrective Action Plans	8	16	48	32	16	0	0	120	$20,590
Address RFI Items: Flow Data and Compliance Calculations	12	20	56	32	0	0	0	120	$21,070
Address RFI Items: General/Miscellaneous	2	4	12	8	4	0	0	30	$5,150
Develop and Submit Revised SSES Phase 1 Report	4	24	24	24	16	0	0	92	$16,410
Develop and Submit SSES Phase 2 Report	4	12	24	24	12	0	0	76	$13,020
Total Labor Fee	**34**	**84**	**188**	**128**	**72**	**0**	**0**	**506**	**$88,100**

REIMBURSABLE COST:	**Quantity**	**Units**	**Unit Price**	**Amount**
Other Direct Costs (mileage, printing/copying, miscellaneous)	0	Lump Sum	$0.00	$0
Field supplies	0	Lump Sum	$0.00	$0
Total Reimbursable Cost				**$0**

TOTAL PROJECT COST **$88,100**

LABOR RATES	$245.01	$226.63	$161.50	$142.24	$168.84	$120.58	$82.51

Hazen

Attachment B: DERM Comments dated May 8, 2025

Department of Regulatory and Economic Resources
Division of Environmental Resources Management
Water and Wastewater Division
701 NW 1st Court, 7th Floor Miami,
FL 33136-391
Ph: (305) 372-6920

May 8, 2025.

Mr. Hamid R. Nikvan
Public Works Director
City of North Miami Beach
17050 NE 19 Ave.
North Miami Beach, FL 331162
Email: hamid.nikvan@citynmb.com

ELECTRONIC CORRESPONDENCE ONLY

RE: Sewer System Evaluation Survey [SSES], Third Cycle Phase I Report, for the City of North Miami Beach sanitary sewer collection system. DERM Response Letter, Request for Information No.1 (RFI#1 / Matrix).

Dear Mr. Nikvan:

This Department of Regulatory and Economic Resources, Environmental Resources Management Division (RER-DERM) is in receipt of the SSES Third Cycle, Phase 1 Report, dated 11/16/2022, Phase1 Report, prepared and submitted by Mr. Christopher Kish, P.E., Hazen and Sawyer. The submittal has been reviewed pursuant to DERM Utilities-SSES Second and Third Cycle Guidelines-Minimum Requirements, DERM RFI#1/Matrix, and Section 24-42.2(3)(a) of Miami-Dade County Code.

The report is *INCOMPLETE*. The review of the report revealed that additional information is required. Please provide the information requested on DERM Request for Information No.1 (RFI #1/Matrix), dated May 8, 2025, (attached to this letter's email) submitting a Revised SSES Third Cycle Phase 1 Report in response to this letter according to the RFI#1/Matrix, General Notes, Note no.13 and no.14, before or on November 12, 2026.

Please the utility's engineer shall submit all utility SSES 3rd Cycle Reports to RER-DERM via DERM-File Transfer Protocol (FTP) Web Application. Upload the submittal(s) to the VSCO's File, City of North Miami Beach Folder Name, located in the FTP application.

Please, if you or/and your consultant (Mr. Kish) have any questions about the above please contact me, if you would like to schedule a virtual meeting, please contact Ms. Estele Anorga-WWD Administrative Secretary at Estelle.Anorga@miamidade.gov.

DERM will schedule a meeting with your office and Mr. Kish to discuss and respond any questions about the RFI#1/Matrix within thirty (30) days from this letter's date.

Sincerely,

Pablo Asencio

Pablo Asencio Engr.2
Water and Wastewater Division
Environmental Resources Management Division
Department of Regulatory and Economic Resources

Cc: Christopher Kish P.E.- Hazen and Sewer; via email: ckish@hazenandsawyer.com
Oscar Aguirre RER-DERM
Karina Lopez RER-DERM
Pablo Asencio RER-DERM
File: PSU-07 / SSES Phase I Rpt.

NORTH MIAMI BEACH / PSU # 07

SEWER SYSTEM EVALUATION SURVEY (SSES) - 3RD CYCLE (Period 2012-2022) PHASE 1 REPORT

DERM REQUEST FOR INFORMATION - RFI #1 / MATRIX

Date: 5/8/2025

Doc.Rev-2/7/2025 PA

The Utility SSES 3rd Cycle-Phase 1 Report submitted is incomplete according to RER-DERM SSES Guidelines and MDCEO, Chapter 24, Section 24-42.2 (3)(a).
The Utility shall submit a Revised SSES 3rd Cycle Phase 1 Report in response to the DERM Request for Information No.1 (RFI#1/Matrix) before or on November 12, 2026 [see RFI-Matrix General Notes, Note No.13 for submittal requirements].

SSES 3rd Cycle Phase 1 Report submitted by [Utility Name]:	*City of North Miami Beach*	*Consultant Engineer Co.*	*Hazen and Sawyer*	*Engineer of Records: [name, Ph #, and Email]*	Christopher Kish, PE (305)443-4001 ckish@hazenandsawyer.com	*DERM-WWD Reviewer:*	Pablo Asencio E2 Karina Lopez, E2

Email: Pablo.Asencio@miamidade.gov Karina.Lopez@miamidade.gov	Ph#: (305) 372-6431 (305) 372-6757

History and Status.

-SSES 3rd Cycle Phase 1 Rpt. [Period 2012-2022]

-Basins Smoke Test Report and Night Flow I/I Report claimed as credits.

-DERM Requests for Information (RFI) status.

SSES 3rd Cycle-Phase 1 Reports - Submitted	Submittal Date	Received Date	DERM Request for Information-RFI/Matrix Date	RFI - Response Status [Pending / Received)	Meeting Required - Outstanding RFI [Meeting Date / Comments]
SSES Phase 1 Report [+ Any Addendum No. if applicable]	November 16, 2022	11/16/2022	5/8/2025	Pending; due date for Revised SSES 3rd Cycle Phase I Report on or before November 12, 2026.	Follow up meeting to be scheduled in coordination with the utlity and utility's EOR.
SSES Phase 1 - Smoke Testing Date / Smoke Test Report Date	Mar-Jun 2022	2022			
MHs Inspection and Report Date	N/A				
CCTV Performed and Report Date	No				
Night Flow I/I Measurements Performed and Report Date	No submitted.				
SSES 2nd Cycle Reports performed during the SSES 3rd Cycle and Utility Claimed Credits	Report Date/Basins	DERM Approval Date	Report - Claimed Accepted by DERM [Y-Yes]	Report - Claimed Not Accepted by DERM [N-No]	[Comments]
SSES 2nd Cycle-Smoke Test Report- Claimed Credit for SSES 3rd Cycle Rpt.	No	N/A	N/A		
SSES 2nd Cycle-Night Flow I/I Test Report Claimed Credit for SSES 3rd Cycle Rpt.	No	N/A	N/A		

RFI - REVIEW MATRIX - ABBREVIATIONS

WCTS	Wastewater Collection and Transmission System.	SSCS	Utility Sanitary Sewer Collection System.	CAP	Corrective Action Plan-Table listing / reporting all I/I sources discovered.
I/I	Inflow and Infiltration.	MDCEO	Miami Dade County Code Environmental Ordinances.	PS-WW	Pump Station Wet Well
DERM SSES-DGR	Phases I, II, and III Reports and Third Cycle Sewer System Evaluation Survey (SSES) Phase I and Phase II Reports, dated July 2007, and revision dated April 15, 2024"	ADF	Average Daily Flow	EOR	Engineer of record; The engineer that under his/her supervision the SSES report and related documents were produced and submitted to RER-DERM.
SSO	Sanitary Sewer Overflow.	FT(s)	Flow Measurements-Test(s) GPD	SCADA	Supervisory Control and Data Acquisition-Remote Telemetric System
PS(s)	Pump Station(s).	WWD	Water & Wastewater Division Front Desk-(305) 372-6920	CBA	Cost Benefit Analysis
FDEP	Florida Department of Environmental Protection.	DERM	Division of Environmental Resources Management.	EOR	Professional Engineer of Record [the engineer sealing, signing, and dating the SSES report].
SSES	Sewer System Evaluation Survey Report.	RER-	Dept. of Regulatory and Economic Resources.	WW	Pump station wet well.
MH	Sanitary Manhole.	KMH	Key Manhole	BOI	Basin or Sub-basin of Interest: This is the basin of sub-basin in the SSES 3rd Cycle Phase I Report under SSCS evaluation and providing all Phase I report requirements that includes submitting MHs Inspection Rpt., CCTV Report (if performed), Smoke Test Rpt., Night Flow I/I Test Report and proposed Corrective Action Plan (s) [CAP(s)].
C/O DRC	C/O: Sanitary cleanout. DRC: DERM Review Comment.	EMH	End Manhole		
DWO	Domestic Wastewater Operating Permit.	ST(s)	Smoke Test(s) and Smoke Re-test(s).		

RFI SECTION No. [SSES Phase 1 Reporting Period Date]	RFI SECTION NAME	MINIMUM REQUIREMENTS TO BE PROVIDED IN THE SSES RPT. ACCORDING TO THE FOLLOWING SECTIONS IN THIS RFI/MATRIX [DERM RESERVE THE JURISDICTION TO REQUEST ADDITIONAL REQUIREMENTS OR/AND INFORMATION BASED ON UTILITY'S SPECIFIC INFORMATION, METHODS, ETC., PROPOSED IN THE SSES 3RD CYCLE REPORT(S) SUBMITTED FOR DERM'S APPROVAL] SSES 3RD CYCLE PHASE 1 & 2 (PHASE I) REPORT SUBMITTAL PRODUCED / PREPARED BASED ON A FORMAT OTHER THAN THE CURRENT DERM GUIDELINES "*Second Cycle Sewer System Evaluation Survey (SSES) - Phases I, II, and III Reports and Third Cycle Sewer System Evaluation Survey (SSES) Phase I and Phase II Reports, dated July 2007, and revision dated April 15, 2024*" [DERM SSES-DGR], WILL NOT BE ACCEPTED, REQUIRING THE SUBMITTAL OF A REVISED REPORT AS PER DERM SSES-DGR AND REVIEW COMMENTS IN THIS RFI/MATRIX. *Remark: All SSES documents shall be in electronic PDF format and digitally singed, sealed, and dated by an engineer (EOR) registered in the State of Florida. Reports or documents that do not comply with these requirements shall not be accepted and the Utility's EOR / Utility informed.*	PROVIDED (YES / N0 / NA) [Y / N / NA]	ACCEPTED (YES / N0 / NA) [Y / N / NA]	DERM REVIEW COMMENT NUMBER (DRC#)	DERM REVIEW COMMENTS (DRCs) [Remark: The review comments that are not appropriately identify in the comment's text are by default preceded by this reviewer expression "Please provide" or Please submit"]	UTILITY-EOR'S RESPONSE ATTACH THIS RFI / REVIEW MATRIX WITH COMPLETED INFORMATION IN THIS COLUNM TO THE REVISED SSES REPORT AS A SEPARATE DOC. THE EOR SHALL PROVIDE IN THIS COLUNM FOR EACH DERM REVIEW COMMENT NUMBER WITH THE NOTE "RESPONSE REQUIRED", THE REPORT PAGE NUMBER, SECTION / SUBSECTION No., EXHIBIT OR/AND APPENDIX NO., BASIN-SUB-BASIN MAP/SITE PLAN NUMBER, AND SHEET NUMBER WHERE THE REPORT'S REVISION IS LOCATED IN RESPONSE TO THE DERM REVIEW COMMENTS. ADDITIONAL SHEETS/PAGES COULD BE ADDED IN RESPONSE TO EACH REVIEW COMMENT AS NEEDED AND SUBMITTED IN A SEPARATE DOCUMENT APPROPRIATELY IDENTIFIED WITH THE MATRIX'S SECTION NUMBER / REVIEW COMMENT NUMBER. [PLEASE DO NOT PROVIDE THE REPORT / EXHIBIT / APPENDIX REVISION IN RESPONSE TO ANY DERM REVIEW COMMENT NUMBER IN THIS COLUNM; FOLLOW THE INSTRUCTIONS ABOVE] *ALL SSES SUBMITTALS SHALL BE UPLOADED TO DERM FILE TRANSFER PROTOCOL (FTP) WEB APPLICATION. PLEASE CONTACT THIS REVIEWER IF YOU NEED ASSISTANCE WITH THE APPLICATION LOG IN USERNAME, PASSWORD, AND SUBMITTAL-UPLOADING INSTRUCTIONS.*
		Is the SSES 3rd Cycle Phase 1 Report provided according to "DERM Second Cycle Sewer System Evaluation Survey (SSES) - Phases I, II, and III Reports and Third Cycle Sewer System Evaluation Survey (SSES) Phase I and Phase II Reports, dated July 2007, and revision dated April 15, 2024" ?	Y	Y	1	The SSES 3rd cycle Phase I Report was submitted according to the DERM Guidelines format/content. Provide a revised Phase I report according to the DERM review comments.	Response is not required.
		Utility Name specified in the report's cover sheet(s).	Y	Y	2	No Comments.	Response is not required.
		SSES 3rd Cycle + Phase 1 Report or Phase 1 & 2 Report specified.	Y	Y	3	Phase I Report.	Response is not required.
		Report Date specified.	Y	Y	4	No Comments.	Response is not required.
		Does the report include the Cover Letter, Engr. Consultant Co., and Report Certification Sheet Signed, Sealed, Dated by a professional engineer registered in the State of Florida?	Y	Y	5	No Comments.	Response is not required.

Section No.1 [Phase 1 2012-2022]	Report Format	Index and Content with main-sections provided with numbered pages in sequence. as per DERM Utility Guidelines.	Y	Y	6	No Comments.	Response is not required.
		All Exhibits, Appendixes, etc., attached to the main report are identified with capital-letters in alphabetic order or numbers, provided with numbered pages in sequence, Basin or Sub-basin number/name when applicable, Exhibit or Appendix Name, and dated. These appendices, exhibits, etc., shall be in the SSES report. Remark: Any additional document that is part of the SSES report shall be included as an Appendix, Exhibit, etc., in the report. Separate documents (Test Reports, schematic diagrams, certification forms, etc.) submitted and uploaded to DERM FTP Web Application that are not included in the SSES Report (separate documents) shall not be accepted and the re-submittal of a SSES Report including the appendixes, exhibits, etc. shall be submitted.	Y	Y	7	No Comments.	Response is not required.
		All Basins and Sub-basins wastewater map / site plan shall be provided with a title block including: Sheet Numbers, Basin or Sub-basin Number/Name, Wastewater Basin WCTS, Consultant Engr. Co. Name, Utility Name, and date.	N	N	8	1. Provide Basins maps. [see DERM Review Comment No.2, in Section No.2, in this matrix about each basin's map requirements]	Response is required.
		All report's tables as requested in Section No.2. and Section No.3, DERM-DGR. Any table(s) proposed/presented by utility-EOR shall be replaced by DERM's tables. Only proposed tables as equal including the information in the DERM's tables shall be accepted.	N	N	9	Table 1 is incomplete. Provide a completed table. [see DERM Comment No.3, Section No.2 in this matrix about Table 1 comments]	Response is required.
		Provide an Overall Utility Service Area Boundary-Map showing each basin name and boundary in the overall map.	Y	Y	1	No Comments.	Response is not required.
		Provide each Basin and Sub-basin wastewater map-site plan in compliance with DERM DGR. in addition, the map shall show/specify the entire basin SSCS, pipe sizes/material, pipe sections length between MHs, MHs number matching the utility's records, laterals size/length, force main pipe up to the basin boundary with coordination note as needed for the continuation of the FM to adjacent basin(s), and PS # / Name location including a separate wet well legible detail showing all influent-pipes and force main size (gravity mains, force mains. etc.) connected to and discharging into the WW and the force main leaving the WW. Information of any upstream pump station(s)/basin(s) name/numbers with FM pipes discharging wastewater flows into the WW or a MH in the SSCS of the BOI shall be shown in the basin map and WW detail as well [According to SSES-DGR]. Remarks: 1. Reference in the report that the utility has submitted to DERM updated annual GIS Maps for each basin does not substitute for the DERM Guidelines requirements to submit each Basin's Map allowing the appropriate review of the basin's requirements in the SSES report. 2. The utility could use the latest GIS maps available information submitted to DERM as per the GIS Annual Update Submittal Requirements to produce the basins' maps required in the SSES Reports.	N	N	2	1. The following proposed statement in the report is not accepted: "NMB Water's sewer atlas has previously been submitted to RER. For purposes of the flow monitoring and inspection work conducted for this study, basin boundaries are as depicted in the atlas". 2. Please submit each basin wastewater map according to the DERM DGR. See remark No.1 in the requirements column of this DERM comment no.2. Remark: Just providing the MHs numbers between pipe segments in the basin's map will not require to specify/show the pipe segment diameter and length in the map if the correct information is provided in the DERM Table 1 - Basin Collection System Inventory. If the Table 1 is not in compliance, DERM will request to provide the basin's map showing / specifying complete / required information as per DERM DGR.	Response is required.
		Provide completed DERM Table 1-Basin Collection System Inventory for each basin and sub-basin according to SSES-DGR. The total basin / sub-basin IDM shall include the laterals shown for the properties in the basin / sub-basin map provided. If the laterals length / size are not specified as required for each lateral shown in the basin / sub-basin map, the utility's EOR is allow to estimate for each lateral four (4) inches diameter and maximum 25 feet length. Remarks: 1. Present in the table the number of laterals per pipe segment between MHs as per the basin map, laterals diameter 9grouping the lateral of the same diameter, and each lateral or group of laterals of the same diameter length, and IDM for each lateral or group of laterals, and total basin lateral IDM shall be included in a separate Table 1 or in the same Table 1 as far the information is legible and clear for review by DERM. 2. In addition, if the utility's EOR is estimating the laterals total IDM as per DERM allow criteria above, the total laterals IDM= total basin laterals (4 inches) x 25 ft length x ft-mile factor. Report the total laterals IDM in Table 1 as a remark and added to the gravity mains IDM for the basin total IDM to be used in the basin GPDIM_I/I formula.	Y	N	3	1. Revise and provide the submitted Table 1 - Collection System Inventory for each basin according to the following comments. 2. Provide the upstream/donwstream MH numbers / ID in Table 1 for each pipe segment matching the MHs-ID in the basin's map. 3. If the laterals (each lateral IDM and total laterals IDM) are not reported in Table 1 for each pipe segment or a Table 1 just for the laterals is provided as per DERM DGR. 4. The utility's EOR could calculate the basin total Laterasl IDM estimating that all laterals will be 25 LF length and 4 inches diameter, but all the laterals lines are required to be shoen in the basin's map that they can be counted. Therefore, the basin total laterals IDM will be calculated as follow: Each Basin total Laterals (IDM)= Total number of laterals as shown in the basin map/site plan x 25 LF/lateral x 4 inches pipe diameter x conversion factor (LF to miles). The Basin total lateral IDM using this option will be included in Table 1 as a remark with the calculations here in specified. in addition the basin Total IDM [gravity mains IDM + laterals IDM is included as a remark according to the allow option] shall be reported in Table 1. [see RFI/Matrix General Notes, Note No.1 and No.2] Remarks: a. Just providing the MHs numbers between pipe segments in the basin's map will not require to specify/show the pipe segment diameter and length in the map if the correct information is provided in the Table 1. b. DERM requires to report the accurate value of each Basin GPDIM-I/I. Therefore, each basin total IDM including the laterals is required even tough the basin could be in compliance with the GPDIM calculations requirement without considering the laterals IDM. c. The table and gravity mains/manholes information (MH # to MH #) according to the basin's map is essential for the	Response is required.

Section No.2 [Phase 1 2012-2022]	Basin Map, Basin Inventory IDM, Smoke Test Rpt., MHs Inspection Rpt., CCTV Inspection Report, etc. [2012-2022]					c. The table and gravity mains/manholes information (MH # to MH #) according to the basin's map is essential for the appropriate review of the MH Inspection Report and MH pictures, MHs discovered with I/I sources in the Smoke Test Reports, MHs rehabilitation work reported in the Corrective Action Plan(s) [CAPs], etc. The GIS doe snot provide the information according to the SSES review steps/process. The GIS is used as a good reference information.	
		Provide MHs Inspection Report, and CCTV Report (if applicable), for each Utility Basin and Sub-basin [see requirements for CCTV in DERM Review Comment No. 10 below in this section]. Remarks: 1. MHs Inspection Report is required (mandatory) in the Phase I report. 2. CCTV Inspection Report is not required 9mandatory) in the Phase I report. However, if the utility's EOR perform CCTV inspections, a CCTV report as per this RFI/Matrix requirements is required (mandatory) to be submitted with the Phase I report.	N	N	4	1. The MHs Inspection Reports for all basins were not submitted (missing) eventhough the MHs were performed according ot the Section 5.3 in the report. 2. According to the report Section 5.2, no CCTV was performed because all basin were found to be under the 5,000 gpdim requirement, but will conduct CCTV at its own discretion throughtout its system. [see DERM comment no.11 and no.12 about review comments for MHs Inspections Reports and CCTV Inspecitons Reports].	Response is not required.
		Provide Smoke Test and a Report for each Basin or Sub-basin.	Y	N/A	5	Smoke Test Reports were submitted. [see DERM comment no.9 for reviw comments about the smoke test reports]	Response is not required.
		Does the utility claim a SSES 2nd Cycle-Smoke Test and Report credit for any basin and sub-basin?	N/A	N/A	6	No claim for smoke test report credit was presented in the SSES Phase 1 Report. if the utility shall claim smoke test credits, see RFI?Matrix General Notes, Note no.4 for requirements.	Response is not required.
		Does any utility's basins reported with surcharge condition? The basins in surcharge condition shall be reported in the report text and DERM Table 3A or Table 2. [See RFI/Matrix, General Notes, Note No.3 for basin in surcharge conditions].	Y	N/A	7	As per Report Sub-section 4.3. and Appendix B, Table 2, "None of the basins are being operated in a surcharged condition as noted in Appendix B". The above statement provided by the utility's EOR in the report is accepted and applicable for the requirements of performing Smoke Test(s) and Night Flow I/I Measurements in the basins of the utility without surcharge conditions.	Response is not required.
		Provide Smoke Test and Report for each Basin or Sub-basin according to the following minimum requirements and DERM SSES-DGR: Report shall include basin / sub-basin name/number, performed test's date, company name, pipe segments between MHs tested, description of method used [Complete SSCS Testing Method or Partial Testing per SSCS Sections Method], pictures of all sewer accepts in normal closed position (except clean outs without caps, etc.), pictures of I/I sources discovered during the test(s), pictures with ID matching basin's map and CAP [MHs, C/Os, WW, etc.]. Remark: Except pictures of all sewer accepts in normal closed position for the SSES 3rd cycle Phase I Report and a revised report.	Y	N	8	Report Section 5.4 - Smoke Testing; This section specified that "NMB Water has performed smoke testing on 100 percent of the collection system" A Smoke Test Report was submitted for all the utility basins in the service area. A total of thirty three (33) basins [from Basin No. 07-001 to Basin 07-033] were smoke tested and the reports submitted in the Phase I report as required by SSES 3rd Cycle requirements. Remark: The utility Basins No.07-36 and 07-37 were not required to be smoke tested because these basins SSCS was built and the certificaiton of the WCTS construction completion approved by DERM within five (5) years of the SSES 3rd Cycle Phase I reportdue date on November 12, 2022.	Response is not required.
		If smoke test is performed per sections of the basin or sub-basin SSCS, each section of the SSCS smoke tested shall be identified and test results reported in the smoke test report for each section tested in the basin or sub-basin. The I/I sources discovered during smoke testing of a basin or sub-basin for a section or complete SSCS shall be clearly identified and presented in the Smoke Test Report.	Y	N/A	9	No comments. [See comments in DERM comment no.8 above].	Response is not required.
		The smoke test must be performed without surcharge conditions in the SSCS and with all sewer assets in the SSCS in closed/tight mode including MH covers, cleanout caps (if caps are present), and pump station wet well access-hatch. Smoke Tests Report with above sewer assets in open position/mode will not be accepted and a smoke retest will be required. [See RFI-General Notes, Note no.3]	Y	N	10	1. Report provide that "None of the basins are being operated in a surcharged condition as noted in Appendix B". ~~2. Please provide MH inside pictures for all manholes in the submitted and to be submitted Basin MHs Inspection Report(s)demonstrating compliance with the claimed statment "no sanitary sewer pump station are being operated under surcharged conditions" and required MH's insert.~~	Response is not required.
		Provide Manholes Inspections and Report for each Basin or Sub-basin. Report shall include basin / sub-basin name/number, performed inspection's date, company name that performed the inspection, list of all MHs number inspected matching basin's map and MHs Inspection-CAP, pictures of MH interior showing no surchaerge condition, picture showing inserts (rain dishes), and exterior MHs with MH's cover, picture with I/I sources discovered during the inspection, pictures with ID matching MHs numbers / ID in the MHs Inspeciton Report - Corrective Action Plan (CAP) and the basin's map. Providing a statement that the existing MH shown in the basin/sub-basin map was not found, located, etc., is not acceptable. The MH's Inspection Report will not be in compliance until the non-reported MHs are found and inspected as per the requirements or confirm providing picture(s) that the MH was abandoned or demolished.	N	N	11	1. In the report Section 5.3 is specified the following statement: " All basins were found to be under the 5,000 gpdim requirement, therefore no manhole inspections were conducted related to the SSES Cycle 3, Phase 1 reporting effort. This noted, NMB Water is committed to aggressively addressing I/I concerns and will conduct manhole inspections at its own discretion, as warranted, throughout its system in an effort to remain in compliance and kept I/I volume at a minimum" a. The above statement is not accepted because each utility's basin MHs Inspections and submittal of the report is a requirement of the SSES 3rd Cycle and requires to be submitted in the Phase I report. b. The utility or/and the utility's EOR does not have discretion for the submittal of the MHs Inspecitons report for each utility's basin. c. <u>Please revise the above statement in the report to remove/delete the comment as follow:</u> "This noted, NMB Water is committed to aggressively addressing I/I concerns and will conduct manhole inspections at its own discretion, as warranted, throughout its system in an effort to remain in compliance and kept I/I volume at a minimum" 2. DERM has waived the submittal of MHs Inspection Reports and consistently provided this option to all utilities that did not submit the inspections report in the SSES 3rd Cycle Phase I Report. However, any I/I defect discovered in a basin manholes	Response is required.

						will reported in the MHs Inspection CAP and the rehabilitation completed as part of the MH's Inspection-Corrective Action Plan(s) [CAPs] requirements. Therefore, DERM will not request the submittal of each basin MHs Inspections Report.	
		Provide CCTV Inspections and Report for each Basin or Sub-basin [if applicable because CCTV report is not a mandatory requirement as per current SSES-DGR.]. If applicable, provide a CCTV report as per standard industry practice and including basin / sub-basin name/number, performed inspection's date, company name, and inspection sheet with pipe segment length (ft) between MHs, flow direction, previous pipe cleaning, Up/Dw stream MH numbers matching the basin's map, and I/I sources discovered.	N	N	12	~~1. As per the report Section 5.2, no CCTV inspection was performed in the basins. In addition, any I/I source is discover during inspections must be reported in the CCTV Correction Action Plan (CAP).~~ 1. No comments. Remark: As per the report Section 5.2, no CCTV inspection was performed in the basins. In addition, no CCTV Inspections-Correction Action Plan (CAP) was presented in the Phase I report. Therefore, DERM will not request to submit the CCTV reports.	Response is not required.
		All Corrective Action Plans [CAPs] below shall include pictures of the I/I sources discovered (I/I defects) before the rehabilitation work was performed as required by Phase I report. Pictures shall be listed in sequence of numbers, letters, etc., and matching the defect's ID reported in the CAPs allowing the appropriate review.	Y	N	1	Submit the support documentation demonstrating the correction of I/I defects will be required in the SSES 3rd Cycle Phase II Report [see DERM comment no.2 and no.3, in this Section].	Response is required.
Section No.3 [Phase 1 2012-2022]	CAPs for MHs Inspect. Rpt., Smoke Test Rpt., and CCTV Rpt. [Phase 1 2012-2022]	Provide a Manholes Inspection-Corrective Action Plan (CAP). ONLY public I/I sources/defects discovered during MHs inspections of each Basin and Sub-basin will be reported in the Manholes Inspeciton - Corrective Action Plan (CAP) . Utility Name, Inspection Date, Basin and/or Sub-basin number/name, basin or sub-basin surcharge status, each MH-number matching basin's map, description of I/I defect(s) discovered at each MH, pictures of all MHs with I/I defect(s) matching the Manholes Inspection Report, and proposed or completed completion date for the proposed rehabilitation work to eliminate each I/I defect reported in the table. Remarks: 1. All private I/I defects discovered during MHs inspection must be reported in a separate DERM Private I/I Defects-Manholes Inspection-Corrective Action Plan (CAP) Table; other CAP-Table will not be accepted. Requets the DERM CAP-Table. 2. If the utility is addressing/repairing the private I/I sources-defects discovered or the utility is enforcing the City, Town, Village, code and ordinances requirements to the private property owners where the I/I defects are located to repair the defects, the utility's EOR shall specify the above conditions in the remarks section of the DERM Private I/I Defects-Manholes CAP-Table. 3. We are advising the utility and utility's EOR that a corrective Action Plan with reported public and private defects in the CAP(s) will not be approved when the CAP(s) is submitted for DERM'a approval in the SSES 3rd Cycle Phase II Report. Any basin/sub-basin without an approved CAP in the Phase II report submitted to DERM will be placed in temporary moratorium status (TM).	N	N	2	1. No MHs Inspections - Corrective Action Plan (CAP) is included in the report because DERM has waived the submittal of MHs Inspection Reports. [see DERM comment no.11, in section No.2 in this RFI/Matrix].	Response is not required.
		If CCTV inspection is performed (applicable) for a utility's basin: Provide a CCTV Inspections-Corrective Action Plan (CAP). ONLY public I/I sources/defects discovered during CCTV inspections of each Basin and Sub-basin will be reported in the CCTV Inspecitons - Corrective Action Plan (CAP) . Utility Name, Inspection Date, Basin/Sub-basin number/name, surcharge status, Upstream MH #, Downstream MH #, pipe segment between MHs inspected matching the field inspection sheet, pipe diameter, pipe segment length (ft), location as per basin's map, description of I/I defect discovered, picture and ID matching field inspection sheet, and proposed or completed date for the proposed rehabilitation work to eliminate each I/I defect reported in the CAP. Remarks: 1. All private I/I defects discovered during a CCTV inspection shall be reported in a separate DERM Private I/I Sources-CCTV Inspection-Corrective Action Plan (CAP) Table. other CAP-TAble will not be accepted. Requets the DERM CAP-Table. 2. If the utility is addressing/repairing the private I/I sources-defects discovered or the utility is enforcing the City, Town, Village, code and ordinances requirements to the private property owners where the I/I defects are located to repair the defects, the utility's EOR shall specify the above conditions in the remarks section of the DERM Private I/I Defects-CCTV CAP-Table. 3. We are advising the utility and utility's EOR that a corrective Action Plan with reported public and private defects in the CAP(s) will not be approved when the CAP(s) is submitted for DERM'a approval in the SSES 3rd Cycle Phase II Report. Any basin/sub-basin without an approved CAP in the Phase II report submitted to DERM will be placed in temporary moratorium status (TM).	N	N	3	1. No comments. Remark: As per the report Section 5.2, no CCTV inspections were performed in the basins and CCTV reports submitted. In addition, no CCTV Inspections-Correction Action Plan (CAP) was presented in the Phase I report.	Response is not required.

		Provide a Smoke Test - Corrective Action Plan (CAP). ONLY public I/I sources/defects discovered during smoke testing of each Basin and Sub-basin will be reported in the Smoke Test - Corrective Action Plan (CAP) . The CAP shall include for each utility's basin the Utility Name, Basin or Sub-basin number/name, date of Test, Basin or sub-basin surcharge status, discovered I/I defect identification number [matching the basin or sub-basin map), gravity mains-pipe sections between Upstream MH and Downstream MH, pipe segment diameter/length, location of I/I defects (at MH, gravity main, public lateral, etc.), description of the I/I defect, referenced picture ID number from Smoke Test Report and I/I defect status of the rehabilitation work with proposed completion date or completed date for each I/I source/defect reported. Remarks: 1. All private I/I defects discovered during a smoke testing must be reported in a separate DERM Private I/I Sources-Smoke Testing-Corrective Action Plan (CAP) Table; other CAP-TAble will not be accepted. Requets the DERM CAP-Table. 2. If the utility is addressing/repairing the private I/I sources-defects discovered or the utility is enforcing the City, Town, Village, code and ordinances requirements to the private property owners where the I/I defects are located to repair the I/I defects, the utility's EOR shall specify the above conditions in the remarks section of the DERM Private I/I Defects-Smoke Test Corrective Action Plan (CAP)-Table. 3. We are advising the utility and utility's EOR that a corrective Action Plan with reported public and private defects in the CAP(s) will not be approved when the CAP(s) is submitted for DERM'a approval in the SSES 3rd Cycle Phase II Report. Any basin/sub-basin without an approved CAP in the Phase II report submitted to DERM will be placed in temporary moratorium status (TM).	Y	N	4	1. In report Section 5.4, the following stateent is provided about the private I/I defects discovered in private properties during the smoke testing of the basins. " NMB Water then reviews the smoke test results, identifies repair tasks to be performed by NMB Water or its contractors, and identifies corrective actions for which property owners will be notified and held responsible to complete". Therefore, all the private I/I defects reported in Appendix C, Appendix C1 and C2 - Smoke Testing Defect Detail shall be reported in the DERM Private I/I Defects-Smoke Test Corrective Action Plan (CAP) Table providedas an attachment to the email of the DERM Response Letter RFI#1/Matrix. 2. A completed DERM Private I/I Defects-Smoke Test Corrective Action Plan (CAP) Table reporting all the private I/I defects discovered during the smoke testing of the basins shall be submitted to DERM in the Revised SSES 3rd Cycle Phase I Report, due on or before November 12, 2026. The rposed completion date of each I/I defect shall be reported in the CAP-Table. Competion of the private defects in the CAP-Table will not hold a utility's basin compliance with the SSES 3rd Cycle requirements, but the approval of any basin with a completed Public I/I Defects Corrective Action Plan (CAP) will be conditional to the completion of the priovate I/i defects CAP-Table submitted in the revised Phase I report. 3. The public I/I defects shall remain in the Appendix C1 and C2 - Smoke Testing Defect Detail, but the appendix name shall be chnaged to "Public I/I Defects-Smoke Test Corrective Action Plan (CAP)". 4. The storm sewer cross connections with the sanitary sewers reported in Appendix C1 and C2 will be removed from the appendices. These discovered cross connections if have not been already reported to DERM under the Illicit Stormwater Discharges Program (semiannual reports), they will be reported to DERM in the next Semiannual Illicit Stormwater Discharges Report, due on July 1st, 2025. 5. In the report Appendix C is submitted the basins smoke test reports. The reports do not include the required photo, documentation, etc. of the public I/I defects before rehabilitation work (repairs). The utility's EOR / utility shall assure that the required public I/I defects photos, documentation, etc., after the completion of the rehabilitation work (repairs) are submitted with the completed Smoke Test-Corrective Action Plan (CAP) in the SSES 3rd Cycle Phase II Report. Any basin missing supporting documentation demonstrating the completion of the rehabilitaiton work of each public I/I defects in the corrective action plan (CAP) shall be placed in Temporary (TM) Moratorium status after the review of the SSES 3rd Cycle Phase II Report.	Response is required.
		All the required CAPs above could be presented in only one CAP in the report. The I/I defects shall be reported per basin, identified and separated for each type of test / inspection performed such as manholes inspection, smoke test, and CCTV inspection (if performed). A general CAP presented without this requirement will not be accepted because in the SSES Second Report (Phase II), the utility requires to demonstrate that all the I/I sources discovered and reported in the Phase 1 report were eliminated. DERM requires to review and track the completion of the I/I defects repairs.	Y	N	5	1. The report only includes the Smoke Test-Corrective Action Plan (CAP).	Response is not required.
		Requirements: An evaluation of Night Flow I/I Measurements and submitting a Night I/I Flow Measurements Report in the SSES Phase I or Phase II report is required for each Basin or Sub-basin in the utility service area. Otherwise, the utility could claim a credit submitting a previously approved Night Flow I/I Measurements Report by DERM. If the report was performed and approved by DERM between 2013 - 2016 for compliance with SSES 2nd Cycle requirements during the SSES 3rd Cycle (2012 - 2022), a COMPLETED basin/sub-basin ngiht flow I/I test report previously approved by DERM could be proposed and submitted by the uttility claiming a credit for the basin / sub-basin Night Flow I/I Test Report in the SSES 3rd Cycle Phase I & II Reports. Otherwise the claimed-credit will not be accepted. The acceptance of the credit will be depending DERM's approval of the submittal. [see RFI/Matrix General Notes, Note no.4 for additional requirements].	N	N/A	1	1. The required Night Flow I/I Test Report for each utility's basin was not submitted (included) in the Phase I report. 2. Night Flow I/I Test Report credits were not proposed in the Phase I report.	Response is not required.
		Basin and Sub-basin Night Flow I/I Measurements/Calculations Report Requirements: The basin(s) / sub-basin(s) Night Flow I/I Test Report shall be identified / listed in ngiht flow I/I reports. The report cover sheet shall be identified as " SSES 3rd Cycle Phase 1 or Phase I & II - Basins-Night Flow I/I Measurements Reports ". In the Pahse I and Phase II reports text related section shall be described the flow measurements method proposed, performed test dates [minimum of three (3) consecutive test dates] and between the hours 1:00 AM - 5:00 AM, minimum of three (3) tests per each test date and according to the DERM Certification Form-B requirements. [see DERM Comment no.5 below in this section for DERM accepted test methods], Remarks: 1. Any NEW night flow I/I measurements/calculations and night flow I/I REMEASUREMENTS/calculations reports for each utility's basin / sub-basin shall be performed according to the methods described in DERM Comment No.5 in this Section No.4 below and according the DERM Certification Form-B requirements. 2. The DERM Certification Form-B for each basin / sub-basin as per remark no.1 above shall be submitted to DERM in the SSES 3rd Cycle Phase II Report on or before November 12, 2026. 3. The DERM Certification Form-B according ot the type of night flow I/I test method presented in the Phase I or Phase II reports shall be enclosed with the DERM Response Letter RFI#1/Matrix sent to the utility and utility's EOR. 4. The DERM Method No.2 [see DERM comment no.5 - Flow Meter(s) Method] does not require a Certification Form-B. 5. For those basins presented (claimed) in the Phase I reports with a night flow measurements/calculations report in compliance with less than 5,000 GPDIM and approved by DERM during the Phase I report's review, the utility's EOR shall submit the DERM Certification Form-A. 6. The Form-A shall be submitted to DERM in the Revised SSES 3rd Cycle Phase I Report on or before	N	N	2	1. The required Night Flow I/I Measurements/Calculations (Test) Report for each basin were not provided in the report. However, the utility's EOR reported the Basins Night Flow (GPD) and GPDIM-I/I in the Appendix B, TAble 2. 2. In the report Section 5.1, the utility's EOR is not specifying the night flow I/I test method performed in measuring/calculating the basins I/I flow. 3. Submit the performed Night Flow I/I Measurements/Calculations Report for each basin that was performed before the SSES 3rd Cycle Phase I Report as specified in the Phase I report submittd and under review by DERM. Until the reports are submitted, reviewed, and approved by DERM, the DERM Certificaiton Form-A cannot be submitted. Therefore, submit missing reports for DERM review in the SSES 3rd Cycle Phase II Report, due on or before November 12, 2026. 4. Submit the Night Flow I/I Measurements/Calculations Report (the DERM Certification Form-B with the proposed DERM Method No.) for any basin requiring a Night Flow I/I Re-Test Report or a New Night Flow I/I Measurements/Calculations Report and performed after the date of this RFI#1/Matrix. The basin(s) ngiht flow I/I report(s) will be submitted in the SSES 3rd Cycle Phase II Report, due on or before November 12, 2026. The utility's EOR will request the DERM Certification Form-B according to the proposed method to be submitted in the follow up meeting to the issuance of DERM Response Letter - RFI#1/Matrix. Remark: Any utility's basin without an approved night flow I/I test report by DERM demonstrating compliance with less than 5,000 GPDIM-I/I code requirement will be placed in Temporary (TM) Moratorium status after the review of the Utility-SSES 3rd cycle Phase II Report by DERM.	Response is required.

		Does any utility basin proposed with sub-basins in the SSES evaluation report?	N	N/A	3	No sub-basins were proposed in the Phase I report.	Response is not required.
		<u>Night Flow I/I Measurements/Calculations Report-Surcharge Conditions Requirements:</u> A Night Flow I/I Measurements cannot be performed in a Basin or Sub-basin with the SSCS in surcharge condition. Otherwise, the flow test is not accepted. A submittal of a new night flow I/I measurements and report with the surcharge condition eliminated shall be required. Provide a statement that there are not basins in surcharge condition or specify the basins discovered in surcharge conditions in the SSES Report, Applicable Section and DERM Table 3A as required. [see RFI/Matrix General Notes, Note no.3].	Y	Y	4	As per Report Sub-section 4.3. and Appendix B, Table 2, "None of the basins are being operated in a surcharged condition as noted in Appendix B.". The above statement provided by the utility's EOR in the report is accepted and applicable for the requirements of performing Smoke Test(s) and Night Flow I/I Measurements in the utility basins without surcharge conditions ONLY in the SSES 3rd Cycle.	Response is not required.
		A Night Flow I/I Measurements (Test)/Calculations Report shall be performed and submitted for each utility's basin in the utility service area in the SSES 3rd Cycle Phase I, Phases I&II, or Phase II Report on or before November 12, 2026, demonstrating compliance with less than 5,000 GPDIM-I/I. The proposed Night Flow I/I Measurements / Calculations Method shall be specified in corresponding section of the SSES report. [each flow test method is accepted/applicable according to the type of basin/sub-basin flows measured (Night Flow I/I, Upstream Wastewater Flow(s), and Night Usage Flow). The Night Flow I/I Measurements (Test) / Calculations Report(s) shall be according to the requirements of the following DERM Accepted Methods: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Method No.1 - The Method of Wet Well Measured Water Rise Invert Elevations and Clocked Time, Calculated Wet Well I/I Fill Volume, WW Fill Volume-Time, and WW I/I Flow in a Pump Station-Basin. Remark: This method is ONLY applicable to measure/calculate a Basin Night Flow I/I at the Basin-WW. See DERM Certification Form-B and DERM review comment no.6 below in this Section No.4 for detail requirements. [This method REQUIRES the submittal of a DERM Certification Form-B]. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Method No.2 - The method of I/I Flow Measurements / Calculations Using Flow Meter(s) in Influent Pipe(s) of Pump Station-Wet Well or KMH Method. [this method does not require a Certification Form-B]. Remarks: 1. This method is ONLY applicable to measure a Basin and Sub-basin Night Flow I/I Measurements/Calculations at a Basin WW and Sub-basin KMH and Upstream-Basin Pump Station(s) Wastewater Flow at Basin WW and Basin-SSCS KMH]. See DERM comment no.7 below in this Section No.4 for detail requirements. 2. This method requires to comply with the requirements specified in the RFI#1/Matrix, General Notes, Notes No.7, No.8, and No.9 and any additional requirement(s) inlcuded in this RFI/Matrix, DERM Review Comments, and Reviewer Additional Remarks as required. [This method DOES NOT REQUIRE the submittal of a DERM Certification Form-B]. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Method No.3 - The method of Electrical Logger(s) Time Raw-Data of Lead Pump Off/On Status and Calculated Wet Well I/I Fill Volume, WW Fill Time, and WW-I/I Flow in a Pump Station-Basin. Remark: This method is only applicable to measure a Basin Night Flow I/I at WW. See DERM Certification form-B and DERM review comment no.8 below in this Section No.4 for detail requirements. [this method REQUIRES the submittal of a DERM Certification Form-B]. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Method No.4 - The method of SCADA Time Raw-Data of Lead Pump Off/On Status and Calculated Wet Well I/I Fill Volume, WW Fill Time, and WW I/I Flow in a Pump Station-Basin. Remark; This method is only applicable to measure a Basin Night Flow I/I at WW. See DERM Certification Form_B and DERM review comment no.9 below in this Section No.4 for detail requirements. [this method REQUIRES the submittal of a Certification Form-B].	N	N	5	1. The utility's EOR does not specifies in the Phase I report the propose method for the night flow I/I measurements/calculations of the basins. Therefore, DERM cannot provide the DERM Certification Form-B and Method No. with this RFI#1/Matrix. The utility's EOR will inform the method used or to be proposed for the basins night flow I/I test and request the appropriate DERM Form-B in the follow up meeting to the issuance of this RFI#1/Matrix. 2. Please revise the Phase I report text inlcuding the night flow I/I test method proposed according ot the DERM Test Methods in this DERM comment no.5, requirements column accordingly. 3. Submit the requested information in the SSES 3rd Phase II Report, due on or before November 12, 2026. Any missing Night Flow I/I Test Report, Re-test Report, and New Test Report wil be submitted in the Phase II report.	Response is required.
		<u>Method No.1</u>-Submittal Night Flow I/I Measurements Report including the basin wet well field Inspection data, tests Data/Calculations, and Professional Engineer-Certification Forms: 1. Field Inspection & Test Raw-Data: Provide the required wet well field inspection data and test data/calculations according to Certification Form-B requirements. 2. Submittal of the Certification Forms:					

		a. <u>DERM Certification Form-A</u>: Provide just one (1) completed Form-A, list in the form the number and list of basins according to the comment(s) in this RFI/Matrix, DERM Review Comment no.6. b. <u>DERM Certification Form-B</u>: Provide a completed Form-B for each basin according to the form's requirements and as per the review comments in this RFI/Matrix, DERM Review Comment no.6. Remarks: 1. The Method No.1 is only accepted by DERM for Night Flow I/I Measurements performed at a Basin/PS-Wet Well. 2. Utility's EOR shall be aware of any upstream wastewater flow into the BOI during the night flow I/I evaluation and any night usage flow proposed [IF CLAIMED] and the required submittal of the respective reports. Otherwise, the basin night flow I/I report is not accepted/approved by DERM until the upstream flow and the night usage flow report is submitted and the flow amount is included in the basin's GPDIM calculations formula.	Y	N	6	1. The utility's EOR did not specify in the Phase I report the propose method for the night flow I/I measurements/calculations report of the basins.	Response is not required.
		<u>Method no.2</u> Submittal of Night Flow I/I Measurements/Calculations Report and Raw Data: Provide required raw data sheets / information and flow meter measurements for a Basin/Sub-basin as follow: <u>Night flow I/I test at a Basin-WW</u>: Provide for each basin in the night flow I/I test report a WW Schematic Diagram (N.T.S.), WW Plan View (only) with listed basin/sub-basin number / name, showing well dimensions (round, square, etc.), all influent pipes into the WW, influent pipe(s) diameter, and showing the flow meter(s) location in the influent pipe(s). If the flow meters' location are proposed in the influent pipe(s) of an adjacent-upstream MH to the WW as substitute for WW flow meter location, provide a CCTV Report for the pipe segment(s) / MHs between the WW and the selected adjacent-upstream MH where the flow meter(s) is located, demonstrating if I/I sources exist in the gravity mains/MHs. <u>Night flow I/I test at a Sub-basin KMH:</u> Provide for each sub-basin in the night flow I/I test report a KMH Schematic Diagram (N.T.S.), KMH Plan View (only) showing the influent(s) pipe(s) and effluent(s) pipe(s) and the location of the flow meter(s) and KMH number as listed in the sub-basin map. Night Flow Report - Flow Meter Raw Data Readings-Sheets: Provide Basin/Sub-basin #/Name, date of tests, three consecutive test dates, flow readings for each test date with minimum and maximum readings at minimum / maximum intervals of five (5) and fifteen (15) minutes, flow reading(s) in GPM reported during 24 hrs. period (as per EOR discretion) or reporting as minimum flow readings between 1:00-5:00 AM as required. Provide in the Basin/Sub-basin night flow I/I report calculated flow averages (GPD) for each test date and the average for the three (3) consecutive test dates (GPD) that represents the Basin/Sub-basin Total Night flow I/I measured/calculated, flow meters manufacturer cut sheets with proposed meter's model and with certification for meters' calibration by the meter's manufacturer or a statement from the utility's EOR about the flow meter(s) calibration by meter(s)'s installer (contractor / EOR personnel). <u>DERM Certification Forms are not required for this method.</u> Remarks: 1. As per DERM-DGR, a Key Manhole (KMH) is the only accepted location of a flow meter(s) to perform a night flow I/I test for a Sub-basin. 2. As per DERM-DGR, a selected MH to place a flow meter and perform a Basin night flow I/I test is identified as Upstream MH to the PS wet well. This flow meter's proposed location is not preferable, but accepted according to the requirements above for Sub-basin KMH. 3. The Method No.2 is <u>ONLY</u> accepted by DERM for Night Flow I/I Measurements performed at a Basin/PS-Wet Well and Basin selected upstream MH, and a Sub-basin Key Manhole (KMH). 4. The location of a flow meter(s) in the effluent pipe(s) of a WW-selected upstream MH and a Key Manhole (KMH) to measure a Basin's Night Flow I/I and an Upstream Wastewater Flow is not accepted. Flow meters must be located/installed in the influent pipe(s). 5. Utility's EOR shall be aware of any upstream wastewater flow into the BOI during the night flow I/I evaluation. Otherwise, the basin night flow I/I report is not accepted/approved by DERM until the upstream flow report is submitted and the flow amount is included in the basin's GPDIM calculations formula. [see RFI/Matrix General Notes, Note no.7, no.8, no.9, and no.10 requirements].	N	N/A	7	1. The utility's EOR did not specify in the Phase I report the propose method for the night flow I/I measurements/calculations report of the basins.	Response is not required.

Section No.4 [Phase 1 2012-2022]	Night Flow I/I Measurements Rpt., Night Usage Wastewater Flow rpt., , and Upstream Wastewater Flow Rpt. [Phase 1 2012-2022]	**Method no.3**: Submittal of Night Flow I/I Measurements/Calculations Report including the basin wet well field Inspection data, tests raw-data and Calculations, and Professional Engineer-Certification Forms as follow: 1. **Field Inspection & Test Raw- Data**: Provide the required wet well field inspection data and test data/calculations according to Certification Form-B requirements. 2. **Submittal of the Certification Forms**: a. **DERM Certification Form-A**: Provide just one (1) completed Form-A for number of Basins listed in the form and according to the review comment(s) in this RFI/Matrix, DERM Review Comment no.6. b. **DERM Certification Form-B**: Provide a completed Form-B according to the form's requirements for each Basin as per the review comments in this RFI/Matrix , DERM Review Comment no.6. 3. Submittal of Logger(s) Raw-Data: Provide with the Form-B the Logger(s) clocked raw-data time from the logger's equipment for the Lead Pump Off/On status according to the form's requirements. Remarks: 1. The Method No.3 is **ONLY** accepted by DERM for a Basin Night Flow I/I Measurements performed at a Basin/PS-Wet Well. 2. Utility's EOR shall be aware of any upstream wastewater flow into the BOI during the night flow I/I evaluation. Otherwise, the basin night flow I/I report is not accepted/approved by DERM until the upstream flow report is submitted and the flow amount is included in the basin's GPDIM calculations formula.	N	N/A	8	1. The utility's EOR did not specify in the Phase I report the propose method for the night flow I/I measurements/calculations report of the basins.	Response is not required.
		Method no.4: Submittal of Night Flow I/I Measurements/Calculations Report including the basin wet well field Inspection raw-data, tests raw-data, I/I flow calculations, and Professional Engineer-Certification Forms as follow: 1. Field Inspection & Test Data: Provide the required wet well field inspection data and test data/calculations as required by the Certification Form-B and as requested in the review comments in this RFI/Matrix, DERM Comment no.9. 2. Submittal of the Certification Forms: a. **DERM Certification Form-A**: Provide just one (1) completed certification Form-A listing the number of Basins in the form according to the review comments in this RFI/Matrix, DERM Comment no.9. b. **DERM Certification Form-B**: Provide a completed certification Form-B according to the form's requirements for each Basin as per the review comments in this RFI/Matrix, DERM Comment no.9. 3. Submittal of Logger(s) Raw Data: Provide the Lead Pump Off/On time **raw-data sheets from SCADA system as recorded in the supervisory control system database** for the WW I/I filling time (hours: minutes). In addition, the loggers(s) raw data provided shall be in compliance with the Certification Form-B requirements. Remarks: 1. The Method No.4 is **ONLY** accepted by DERM for Night Flow I/I Measurements performed at a Basin/PS-Wet Well. 2. The utility's EOR shall be aware of any upstream wastewater flow into the BOI during the night flow I/I evaluation. Otherwise, the basin night flow I/I report is not accepted/approved until the upstream flow report is submitted and the flow amount is include in the basin GPDIM calculations formula.	N	N/A	9	1. The utility's EOR did not specify in the Phase I report the propose method for the night flow I/I measurements/calculations report of the basins.	Response is not required.
		Tide Evaluation / Coordination with Night Flow I/I Measurements/Calculations Report: A basin / sub-basin located in coastal areas shall require a tide evaluation/coordination during the basin / sub-basin night flow I/I measurements. The night flow I/I measurements shall be performed within two (2) hours of the high tide. The high tide date/time information shall be provided in the basin night flow I/I measurements/calculations report or as an Appendix in the SSES report demonstrating compliance with the two (2) hours requirement. I/I flow reports without the tide information shall not be accepted/approved by DERM.	N	N	10	1. Any utility basin located East fo Biscayne Blvd. shall be considered in a coastal area. Therefore, the basins 07-25, 07-26, 07-29, and 07-33 require to be evaluated according to hight tide. 1. Provide compliance with the two (2) hours requirement (uring the high tide hours) for the night flow I/I measurements/calculations reports to be submitted in the SSES 3rd Cycle Phase II report. The high tide date/time information shall be provided in each basin night flow I/I measurements/ calculations report or a general table witth the tide date/time for the appropriate review.	Response is required.
		Upstream Wastewater Flow(s) Evaluation / Coordination with Night Flow I/I Measurements/Calculations Report: If Upstream Basin(s)/PS(s) Wastewater Flow(s) is discharging into a BOI(s), each basin receiving upstream flows shall be listed each basin number / name receiving wastewater upstream flow(s) and the upstream basins number / name discharging the upstream wastewater flows in the BOI WW or KMH. In addition, identify for each BOI basin where the upstream wastewater flow is discharged at WW or KMH number. This required information shall be included in each basin (BOI) night flow I/I test report (see DERM review comment no.12 below for additional requirements).	N	N	11	1. Please provide the missing upstream Basins/PSs to each BOI evaluated (night flow I/I tests) in the Night Flow I/I Measurements/Calculations Report as an additional Appendix. Identify the Appendix as "Upstream Basin(s)/PS(s) Wastewater Flow Reports" for the list of BOI-Basin receiving upstream Basin(s) / PS(s) wastewater flow(s) as listed below. Please calculate the BOI-GPDIM including the upstream wastewater flows measured and calculated from the upstream basin(s) / pump station(s) accordingly. 2. According to DERM's records, the following basins are receiving upstream wastewater flow(s) from the following upstream basins / PSs as listed below: Basin (BOI) receiving upstream flow Upstream Basin(s) discharging flow(s) into BOI 07-001----------07-023 07-004----------07: 003; 005; 006; 009; 010; 020. 07-013----------07-015 & 07-011 07-020----------07-031; 07-32 07-022----------07-021 Remark: See DERM comment no.12 below for specific requirements.	Response is required.

		Upstream Wastewater Flow into a BOI-DERM Requirements. **A Basin or Sub-basin of Interest (BOI) receiving wastewater flow(s) in the SSCS or WW from a Public Upstream Pump Station Basin(s) requires that the upstream flow(s) is measured one (1) time and simultaneously with any of the three (3) consecutive days of the BOI night flow I/I measurements and between 1:00-5:00AM.** **Only the upstream flow readings between 1:00-5:00 AM can be considered in calculating the average of upstream wastewater flow(s) readings. The addition of the calculated upstream flows average into the BOI shall be deducted (mandatory) from the night flow I/I measured/calculated in the basin/sub-basin (BOI) GPDIM formula.** **The upstream wastewater flow(s) MUST be measured according to the Method no.2, in this Section No.4 [see RFI/Matrix General Notes, Note no.8, no.9, no.10 and no.12 requirements]** **The Basin upstream total wastewater flow shall be reported in Table No.2 or Table No.3A accordingly.** **[See RFI/Matrix, General Notes, Note no.10]** **Remarks:** **1. In lieu of upstream wastewater flow measurements, the utility can demonstrate compliance submitting a statement by the utility's EOR for each Basin (BOI) receiving upstream flow(s) from upstream PS-Basins certifying that during the Basin Night Flow I/I Measurements the upstream pump station(s) was shutdown and no upstream wastewater flow(s) was received at the Basin (BOI). The certification statement shall provide the Basins as listed in DERM review comment no.11 above in htis Section No.4, and the statement included in the Basins Night Flow I/I Measurements/Calculations Report as an Appendix.** **2. The upstream wastewater flow(s) from Private pump station(s) are not applicable. Only upstream wastewater flow(s) from Public basin(s)/pump station(s) is mandatory to be measured, calculated, reported in the basins upstream wastewater flow report and included (considered) in the Basin GPDIM-I/I calculations (GPDIM formula).** **[See RFI/Matrix General Notes, note No.6 for GPDIM formula]** **3. For BOI definition, see RFI/Matrix Abbreviations.**	**N**	**N**	**12**	**1. Please add a section / appendix in the SSES report with the name "Basins Receiving Upstream Wastewater Flow(s)". Address the basins (BOIs) receiving upstream wastewater flow in coordination with the basins night flow I/I tests according to the option described or performing the upstream flows mesurements and according to the requirements in this DERM comment no.12.** **As an option to perform upstream wastewater flow measurements, the upstream Basin(s) / PS(s) can be shutdown the upstream basin-pump station(s) during the corresponding Basin (BOI) Night Flow I/I Measurements [see moment no.11 above for basins receiving upstream wastewater flows].** **2. If the upstream basin(s)/pump station(s) was not shutdown during the Basin (BOI) night flow I/I measurements, the wastewater flow of the upstream Basins(s) / PS(s) shall be measured using the DERM Test Method No.2 as described and as per the requirments in thid RFI?Matrix shall be provided for the basins receiving the upstream wastewater flow(s).** **[See RFI/Matrix General Notes, Note no.8, no.9, no.10, and no.12 for upstream wastewater flow measurements and additional requirements].** **3. Report the upstream wastewater flow for each basin in DERM Table 2 as per DERM DGR. If the option to shutdown the upstream basin-pump station(s) is proposed, the upstream wastewater flow shall be reported as zero (0) and a remark at the bottom of the Table 2 shall be provided identifying these basins in comment no.11 above and specifying that the upstream Basin(s) / PS(s) were shutdown during the basins night flow I/I measurements.** **4. For the basin(s) receiving and measured upstream wastewater flows, the Basin GPDIM shall be calculated according ot the GPDIM formula and the upstream wastewater flow included in the formula's calculations accordingly.** **Remarks:** **1. See RFI#1/Matrix, General Notes, Note no.6, for the basin's GPDIM formula.** **2. The measurements / calculations of the upstream wastewater flow(s) is a mandatory requirement because of the need to report an accurate utlity's basin GPDIM-I/I value.**	**Response is required.**
		Night Usage Flow Evaluation and Report Requirements: **Is any claim of night usage flow credit for a basin/sub-basin is proposed in the SSES report, a night usage flow report including the following requirements shall be submitted:** **1. Basin or Sub-basin # / Name.** **2. Show each selected property claiming nigh usage flow in the basin/sub-basin (BOI) map. List each customer property number claiming night usage with a symbol and number (blue circle, square, etc.) within the property boundary.** **3. Provide Utility Metered Water Consumption Raw Data Sheets for the selected basins claiming night usage credits.** **4. The Water Consumption Maps geographically reference the customer property number considered for the analysis in each Basin. The customer property number indicated in each basin's water consumption map shall concurs with the object ID number listed in the Utility Metered Water Consumption Raw Data Sheets and the object ID number listed in the "Object ID" column of the Basin Utility Raw Data-Water Consumption & Night Usage Flow Calculations Table.** **5. The table with columns and rows populated based on the Utility Metered Water Consumption Raw Data Sheets for each object Id number shall include:** **a. Table Header - Basin Number/Name-Water Consumption & Night Usage Flows Calculations.** **b. Column names: Object ID, Customer Number, Service Point ID, Folio Number, Service Address, Water Usage-Test Date 1, Water Usage-Test Date 2 (gpm), Water Usage Test Date 3 (gpm), and Total Average Water Usage of three(3) test date (gpm).** **c. One row per customer ID number populated with the information requested in each column.** **d. Provide in the last 2 rows: Total Average of Water Usage (gpm) for each test date and the Basin Total Night Usage Flow (gpm) [Average Date 1+2+3/3].** **6. Only metered Utility-Water Consumption Raw Data Report shall be used to calculate selected properties night usage flows.** **7. The utility water consumption flows raw data shall be reported in GPM or GPD [see RFI/Matrix-General Note no.11].** **8. The average of the night usage flow of all the selected properties in the utility water consumption raw data sheets shall be calculated for each test date of the three (3) consecutive days of night flow I/I testing.** **9. The Utility-Water Consumption Raw Data shall be obtained (dated) within seven (7) days of the three (3) consecutive days of the basin night flow I/I testing.** **10. Only the selected properties-water consumption flows between 1:00-5:00 AM in the utility raw data sheets shall be selected to calculate the average of night usage flow (GPD) for each of the three (3) night flow I/I test dates test dates.** **11. The basin / sub-basin claimed total night usage flow shall be the average of the three (3) night usage flow-averages calculated in item no.5 above. This is the night usage flow (GPD) that can be claimed.** **12. The Utility-Water Consumption Raw Data shall exclude water connections specifically categorized for uses such as sprinklers, boat docks, fire lines, and other purposes that do not directly contribute to wastewater flow.** **13. A Night Usage Flow Report shall be submitted.** **Remarks:** **1. Only metered and calculated water consumption flows based on the utility water consumption raw data sheets and submitted in the Night Usage Flow Report can be proposed as a basin/sub-basin night usage flow-credit. The metered flows require to be obtained from utility-water consumption raw data sheets fo the selected properties in the basin or sub-basin.** **2. if the utility's EOR would like to use other method to measure the night usage flows for the selected properties located in the basin / sub-basin, the EOR shall contact DERM to discuss the proposed method before proceeding and submitting a night usage flow report to DERM for approval.** **3. The total basin/sub-basin night usage flow shall be claimed as a credit and included as a deduction to the basin / sub-basin night flow I/I in the basin/sub-basin GPDIM-I/I formula. Report the night usage flow in Table No.2 and Table No.3A according to SSES-DGR.**	**Y**	**N**	**13**	**1. According to Appendix B, Table 2, basins night usage flows are reported. However, spot checking in the calculations of some basins GPDIM-I/I values revealed that the reported night usage flows (GPD)were not used/deducted from the basins night flow I/I (GPD). Therefore, no claim of night usage flows are supported by the basins GPDIM presneted in Table 2.** **2. A night usage flow report was not submitted for each basin reported with a night usage flow value in Table2.** **3. Therefore, based on the comment no. 1 and no.2 above, revised the Table 2 reporting zero (0) night usage flow (GPD) for each basin in TAble 2.** **Remark:** **If the utility will propose a night usage flow as a credit, the flow shall be calculated according to the requirements specified in this DERM comment no.13 and the RFI/Matrix General Notes, Note no.11.**	**Response is required.**

		[see RFI/Matrix General Notes, Note no.11]					
		Provide Dry and Wet Average Daily Flows (ADF) for each Basin according to DERM-DGR. Report the average daily flows in DERM-DGR Table 3A accordingly. Remarks: 1. Table 3A is required in the SSES 3rd Cycle Phase I Report. If a completed Table 2 is submitted in the SSES Phase I Report, this Table 2 shall be accepted in lieu of Table 3A. 2. Table 3B shall be required in the SSES 3rd Cycle Phase II Report. If the Dry-ADF and Wet-ADF are presented in the Phase I report, DERM will accepte it the values presented. Otherwise, DERM shall not request the ADFs flow measurements report for the SSES 3rd Cycle.	Y	Y	14	1. Table 2 in Appendix B provides the Dry & Wet ADF flows for the basins.	Response is not required.
		The GPDIM calculations using the GPDIM formula (see remarks below) shall be presented in the SSES report for each Basin/Sub-basin. <u>The formula's calculations is the only acceptable method to demonstrate that a Basin/Sub-basin is in compliance with less than 5,000 GPDIM-Infiltration/Inflow code requirement.</u> Remarks: 1. For a Basin/Sub-basin GDIM-I/I formula, see RFI/Matrix General Notes, Note no.6 requirements. 2. Proposed basins in compliance with less than 5,000 GPDIM-I/I based on basin/sub-basin non-utility method of "basin allowable I/I" compare to basin night flow I/I measured indicating "Pass" or "No Pass" according to "<u>NON-UTILITY SSES 3RD CYCLE PLAN A, PLAN B, Guidelines & Requirement" IS NOT ACCEPTED.</u> [see minimum requirements commentary/notes at the top (header) of this minimum requirements column].	Y	N	15	1. The utilkity shall demonstrate compliance with less than 5,000 GPDIM-I/I submitting each basin flow calculations according to the Basin/Sub-basin GPDIM-I/I formula. Therefore, the Basin GPDIM formula as shown in the RFI#Matrix,-General Notes, Note No.6, shall be listed as a remark in Table specifying that the basins GPDIM value were calculated according to the formula. Remark: The utility's EOR should be advised that in this RFI#1/Matrix, Section No.2, DERM comment no.2 and no.3, DERM is requesting each basin's map and to provide additional information about the basins total IDM in DERM Table 1.	Response is required.
		Provide the GPDIM-I/I value for each basin/sub-basin in the utility service area completing all the required data in DERM Table 2 as per DERM-SSES DGR.	Y	N	16	1. Please revise Table 2 as per the following comments: a. Inlcude a column to report the basins "Uptream Wastewater Fow (GPD0" (see DERM comment no.12 above). b. Report the basins night usage with zero (0) value (GPD) (see DERM comment no.13 above). c. Add the required remark with the Basin GPDIM formula (see DERM comment no.15 above).	Response is required.

Reviewer additional remarks:

1. <u>The completed DERM Certification Form-B shall be submitted for each basin requiring a night flow I/I re-test report or night flow I/I new test report AFTER the date of this RFI#1/Matrix (5/8/2025).</u> This form shall be ONLY submitted demonstrating the basin's compliance with less than 5,000 GPDIM-I/I code requirement in the SSES 3rd Cycle Phase II Report (second report). The DERM certification Form-B is the required and requested Night Flow I/I Test Report in this RFI#1/Matrix, except for the DERM Test Method No.2 (the Form-B is not applicable).

2. The completed DERM Certification Form-A shall be ONLY submitted for the number of basins with night flow I/I test report demonstrating less than 5,000 GPDIM-I/I and approved by DERM. See RFI/Matrix, Section No.4 above, DERM review coments for the number and list of basins requiring the submittal of the DERM Certification Form-A. The form shall be submitted in the Revised SSES 3rd Cycle Phase I Report due on or before November 12, 2026.

3. All basins located in the utility's service area shall demonstrate compliance and get DERM approval with the code requirements of less than 5,000 GPDIM-I/I and a completed Corrective Action Plan(s) in the submittal of the SSES 3rd Cycle Phase II Report, due on or before November 12, 2026.

4. Any utility's basin in the utility's service area in no compliance with the SSES 3rd Cycle Phase I and Phase II code requirements shall be placed in Temporary (TM) Moratorium status by DERM until the utility demonstrate compliance. Therefore, the utility shall have the limitations of proposing new wastewater flows for the basin as per the code requirements and DERM's evaluation [<u>see RFI-Matrix General Notes, Note No.14</u>].

5. The utility did not submit the required night flow I/I test report for each basin in Phase I report. Therefore, the utility shall submit the required reports (missing and any new or re-tested basin's ngiht flow I/I reports) for each utility's basinin demonstrating compliance with less than 5,000 GPDIM-I/I and for DERM's approval in the submittal of the SSES 3rd Cycle Phse II Report, due on or before November 12. 2026.

RF#1/MATRIX-BASINS REVIEW SUMMARY REMARKS AS PER THE PHASE I REPORT RECEIVED

Number of Basins in the Utility Service Area required to be evaluated according to the SSES 3rd Cycle Phase I Rpt. requirements.	33	**Number of Basins in Compliance and Non-compliance with SSES 3rd Cycle-Phase 1 Report Requirements.** **[Phase I Rpt. core-requirements includes the submittal for each utility basin of the MHs Inspection Rpt. & Corrective Action Plan (CAP), Smoke Tests Rpt. & CAP, Upstream Wastewater Flow Rpt. if applicable and Night Flow I/I Measurements/Calculations Rpt.]**	**Number of Basins in compliance with Phase I Rpt. requirements.** **____0_____**	**Number of Basins in non-compliance with Phase I Rpt.-requirements:** **(see sumary remarks)** **____33_____**	**Summary remarks with list of basins status for compliance with the SSES 3rd Cycle Phase I Report**	**Summary Remarks:** **1. List of basins reported with surcharge condition: [0]** **2. List of basins pending to submit the MHs Inspection Report: [0]** **3. List of basins pending to submit the MHs Inspection- CAP: [0]** **4. List of basins pending to submit Smoke Test Report: [0] [A report was submitted for each basin].** **5. List of basins pending to submit Smoke Test Report - CAP: [0] [Basins with discovered I/I defects were reported in the CAP].** **6. List of basins with a submitted CCTV Inspection Report, but missing the required CCTV-CAP: [0]][No CCTV inspections were performed by the utility].** **7. Number or List of basins with submitted Night Flow I/I Test Report with Less Than 5,000 GPDIM, but pending to submit the Professional Engineer Certification Form-A for DERM Final Approval: [0] - [no night flow I/I test reportswere submitted; however, in Table 2 is proposed that all basins are with less than 5,000 GPDIM-I/I].** **8. List of basins with submitted Night Flow I/I Test Report, but pending DERM request for additional information: [33] [RFI requests to submit the missing nigh flow I/I test reports].** **9. List of basins requiring to submit a Night Flow I/I Re-Test or New Report and the Professional Engineer Certification Form-B:** **[0] [Because the required night flow I/i test report for the basins were not submitted, DERM cannot determine if a basin requires the submittal of a re-test report. In addition, because of thepropose night flow I/I test method was not specified in the report, DERM cannot provide the DERM Certification Form-B in the DERM Response Ltter].** **10. List of basins claiming a credit for the night flow I/I test report, but pending to submit a copy of the complete night flow I/I report or DERM's Approval Letter previously approved by DERM: [0] [no crdits claimed]** **11. Number and list of basins in compliance with all the requirements of the SSES 3rd Cycle Phase I Report: [0] [All the basins require to provide the information requested in this RFI#1/Matrix; therefore, all the utility's basins are not in compliance with the Phase I report requirements].**

RFI-MATRIX GENERAL NOTES - ADDITIONAL REQUIREMENTS

No.1 - As per SSES-DGR all SSES reports shall include the Basins or Sub-basins WCTS maps. Proposal by the EOR that DERM has the maps required information in DERM GIS records is not accepted. In addition, the utility shall provide for each basin in the utility service area the required Table 1-Basin Collection System Inventory providing the basin's IDM calculations for pipe segments between MHs, laterals IDMs / calculations, and the Basin Total IDM (laterals + gravity pipes) that will be used in the formula (see note no.6 below) to calculate the Basin's GPDIM. DERM allows the option to report and calculated the Basin's Lateral IDM consisting in showing just all the laterals lines in the basin's map and calculate the basin's laterals IDM based on Basin Lateral IDM = Number of laterals x 4 inch diameter (each lateral) x lentgh of lateral (25 L-Feet each lateral) x conversion factor LF to miles.

No.2 - Basins or Sub-basins WCTS maps without the required information as per SSES-DGR shall not be accepted and parts of the report requiring the maps information for the appropriate report's review by DERM. The basin(s) shall remain in non-compliance (disapproved) until the required basin/sub-basin map(s) is submitted and approved by DERM. If the utility do not have in records and cannot provide a public laterals size and length, the utility EOR shall considered the lateral four (4") diameter and twenty five (25) feet length for the requirements of the SSES report.

No.3 - According to DERM SSES Guidelines, RFI/Matrix General Notes-Additional Requirements, the Utility Annual Operating Permit (DWO), Permit-Specific Conditions, Condition No.5, and MDCEO, Chapter 24, require that no part of the collection system shall be surcharged and shall not be operated at any time under surcharged conditions. The utility requires to eliminate the surcharge conditions before proceeding with the SSCS tests (smoke and flow tests). A SSCS inspected, smoke tested, and night flow I/I measured in surcharge conditions shall invalidate (void) the smoke test and night flow I/I measurements and reports. If the smoke test was performed in the entire SSCS where the surcharge condition existed, the utility requires to smoke re-test the entire basin SSCS and a report submitted. If the smoke test was performed per sections/segments of the basin SSCS, only the segments/sections of the SSCS where the surcharge condition existed require to be smoke re-tested and a report submitted.
The night flow measurements report proposed with the surcharged condition in the SSCS shall not be accepted (void). If the night flow I/I test was performed for the Basin (entire SSCS and where the surcharge condition exist), the night flow I/I Re-measurements shall be performed for the basin SSCS and a report submitted. If the night flow I/I test was performed for a Sub-basin where the surcharge condition exist, the night flow I/I Re-measurements shall be performed only in the sub-basin with the surcharge condition and a report submitted. The basins discovered in surcharge conditions and at the time of the SSES 3rd Cycle Phase I Report submittal continue in surcharge conditions, these basins shall be reported in the DERM Table 3A and included in the report.

No.4 - The utility is required to perform smoke and I/I flow tests and submit a reports for all the basins and sub-basins in the SSES 3rd Cycle. The utility could not submit the required smoke and flow test reports for a basin / sub-basin if the utility claims a credit. The claimed smoke and flow test reports credit require that the tests were performed and completed and the reports submitted for compliance with the SSES 2nd Cycle during the period of 2016 - 2022 in the SSES 3rd Cycle. The utility shall receive a report's credit if the submitted claim a credit and submit COMPLETE and PREVIOUSLY-APPROVED reports [except if DERM request specific information in this RFI#1/Matrix in lieu of the reports submittal] and DERM approves the submitted smoke and flow test reports claiming a credit. Otherwise, the credit(s) is not accepted and the basin/sub-basin(s) is not in compliance with the SSES 3rd Cycle requirements and the basin(s0 shall be placed in Temporary (TM) Moratorium until the utility demonstrate the basin(s) is in compliance with less than 5,000 GPDIM-I/I SSEs 3rd Cycle requirements.

No.5 - MHs Inspection and submittal of the report is a SSES-DGR. The current SSES-DGR do not required a CCTV inspection and report. If the utility perform a CCTV inspection in any basin and sub-basin, the CCTV report is required to be submitted to DERM for review and approval.

No.6 - A Basin (Sub-basin) GPDIM-I/I flow shall be calculated according to the following formula [the mandatory and discretional flows to be included in the formula are identified]:

Basin (same for a Sub-basin) GPDIM-I/I = Basin Night Flow I/I Measured/Calculated (GPD) [mandatory] - Basin Night Usage Wastewater Flow (GPD) Claimed as a credit [discretional and only applicable when claiming a credit] - Upstream Public Only Pump Station(s) Wastewater Flow(s) (GPD) [mandatory when the BOI is receiving upstream wastewater flow(s)] / Basin Total IDM Value [basin subtotal gravity mains IDM + basin subtotal laterals IDM].

The GPDIM-I/I formula is the ONLY method accepted to demonstrate that a basin / sub-basin is in compliance with less than 5,000 GPDIM code requirement. Calculations method of a basin / sub-basin based on DERM Non-Utility SSES Guidelines using terms and flow values such as "Allowable I/I Flows" (allowable leakage, etc.) to see how the "allowable" flow compares with the night flow I/I measured/calculated to demonstrate compliance with less than 5,000 GPDIM-I/I code requirement is not accepted. Utility basins and sub-basins shall demonstrate I/I compliance based on current DERM Second Cycle Sewer System Evaluation Survey (SSES) - Phases I, II, and III Reports and Third Cycle Sewer System Evaluation Survey (SSES) Phase I and Phase II Reports, dated July 2007, and revision dated April 15, 2024, and the RFI#1/Matrix, GPDIM Formula.

No.7 - A Basin or Sub-basin Night Flow I/I measurements (I/I Flow Test) or re-measurements shall not be performed when a reverse flow(s) condition is present during the flow testing. The flow test report shall not be accepted.

No.8 - A Basin or Sub-basin Night Flow I/I measurements (I/I Flow Test) or re-measurements and Upstream Basins Wastewater Flow Measurements or re-measurements performed according to the Method no.2 (see Section No.4 in this RFI/Matrix) shall comply with the following:

a. Method no.2 shall require the appropriate calibration and installation according to the flow meter manufacturer's requirements. The meter's installer shall perform pre-test before performing the I/I flow measurements assuring the flow meter appropriate installation/calibration avoiding zero (0) flow readings, negative flow readings, and erratic (increases / decreases) between flow readings larger than 200% between readings reported in the flow meter raw data sheets.

b. Proposed test date raw data sheets with negative and erratic flow readings (more than 200% increase/decrease between readings in the night flow I/I raw data sheets) shall not be accepted. In addition, any raw data for a flow test date with more than four (4) zero (0) flow readings between 1:00 AM - 5:00 AM with readings intervals between 15 minutes and with more than six (6) zero (0) flow readings between 1:00 AM - 5:00 AM with readings intervals 5-10 minutes shall not be accepted. Recalibration and re-evaluation of meter's installation according meter's manufacturer requirements, and flow re-test shall be required. The flow tests shall be performed during the year-wet season [June 1st - November 30th]. If the flow meter-installation's location is affecting the meter's reading accuracy, the utility's EOR has the option to use other of the DERM accepted night flow I/I test method listed/described in this RFI/Matrix, Section No.4, DERM Review Comment no.5.

c. Night flow I/I measurements and upstream wastewater flow measurements using Method No.2 [flow meter(s) located in WWs and KMHs influent pipe(s)] shall require a WW and KMH Schematic Diagram according to requirements of Section No.4 in this RFI/Matrix.

No.9 - Flow meters shall be calibrated and installed as per meter manufacturer's specifications. The flow meter equipment shall be appropriate for measuring wastewater flows in gravity main pipes and according to the pipe's size. Manufacturer's specifications and cutsheets shall be submitted in the SSES reports. Flow meters shall be calibrated by the meter's manufacturer or the meter's installer. If the meter is calibrated by the company performing the flow measurements, a certification statement that the meter was calibrated according to the mfr. specifications and signed/sealed by the utility's engineer shall be provided with the Basins Night Flo I/I Report. Flow meters shall be calibrated to perform I/I flow readings in intervals between 5 - 15 minutes. As per minimum requirements, the flow meter raw data shall include the flow readings between 1:00AM and 5:00AM and during the wet season [June 1st - November 30th].[Additional flow readings could be included in the meter raw data as per the EOR discretion, but only the flow readings between 1-5 AM shall be used in the basin night flow I/I calculations.

No.10 - Any basin and sub-basin (BOI) receiving upstream wastewater flow from other basin(s) and sub-basin(s) shall be reported in the SSES report. The upstream wastewater flow shall be measured using an accepted flow measurements method (flow meters-DERM Method no.2 in Section no.4 in this RFI/Matrix) and the wastewater upstream flow(s) measured between 1:00AM-5:00AM during any test date of the three (3) days of consecutive night flow I/I measurements during the wet season. The flow readings shall be performed according to Section No. 8 and No.9 above. The calculated average of the wastewater flow readings (minimum ten readings) shall be the basin total wastewater upstream flow. If the utility determine to use the option of shutting down (turned off) the upstream pump station(s), the pump station(s) must be shut down two (2) hours before and during the basin night flow I/I measurements [if operational and risk of SSO event are present, the shutdown time cannot be accomplished providing PS pump out down services]. The basin total upstream wastewater flow is mandatory to be measured (flow test), reported (flow test report), and deducted from the BOI Total Night Flow I/I Measured/Calculated using the GPDIM formula [see note no.6 above for GPDIM-I/I formula].

No.11 - The BOI wastewater night usage flow is not mandatory to be claimed by the utility and included in the SSES reports. It is to the utility's EOR discretion to claim a BOI night usage flow. If a night usage flow(s) is claimed for a private property(s) located in a basin (BOI), a night usage flow report is required to be submitted in the SSES report. The flow(s) requires to be calculated using the utility water consumption (metered flows in gpm or gpd) raw data in records for those properties for which the night usage flow shall be claimed. The water consumption flow for each private property claimed/selected in the basin shall be the average water consumption flows calculated between 1:00 - 5:00 AM for each of the three (3) test date of the basin night flow I/I measurements. The addition of all private properties (claimed/selected in the basin) water consumption average flows (GPD) calculated during each test date of the three (3) consecutive test days and between 1:00 - 5:00 AM will be the Basin/\Sub-basin total night usage flow that can be proposed/claimed as a credit. This total night usage flow will be deducted from the basin total night flow I/I measured/calculated in the Basin GPDIM-I/I formula [see Note no.6 above for GPDIM-I/I formula] and reported in DERM DGR-Table 2 and Table 3A accordingly.

No.12 - Upstream Public Pump Station(s) Wastewater Flow discharged into a BOI SSCS must be measured as per Method no.2 requirements according to Section no.4 above, calculated, and deducted from the BOI night flow I/I in the basin / sub-basin GPDIM formula [see note no.6 above for GPDIM-I/I formula].

No.13

a. The utility shall provide a response to this RFI#1/Matrix for SSES 3rd Cycle Phase I Report according to the DERM review comments and requested information. The response to the RFI#1/Matrix shall be identified as " Revised SSES 3rd Cycle Phase I Report-DERM Request for Information-RFI-Matrix and RFI/Matrix date listed above in the matrix's header ". The Revised-SSES 3rd Cycle Phase 1 Report shall be submitted as a separate (stand-alone) report from the SSES 3rd Cycle Phase II Report and this report shall be due before or on November 12, 2026. Please be aware that the RFI#1/Matrix has specific instructions about the utility's response to the DERM comments (Basin's Flows) in Section No.4 of this RFI#1/Matrix will be submitted in the SSES 3rd Cycle Phase II Report, due on or before November 12, 2026.

b. The utility and utility's EOR shall be advised that the SSES 3rd Cycle Phase II Report (scope of work) shall consist in submitting a completed Corrective Action Plans (CAPs)-Rehabilitation Work and support documentation for the rehabilitation work (repairs) of each I/I defects listed in the CAP(s) as presented by the utility's EOR in the Utility-SSES 3rd Cycle Phase I Report or Revised Phase i Report and approved by DERM, and submitting each basins night flow I/I test report pending to demonstrate compliance with less than 5,000 GPDIM-I/I code requirements and approval by DERM. The SSES 3rd Cycle Phase II Report shall be due on or before November 12, 2026.

No.14 - The utility to demonstrate compliance with SSES 3rd Cycle requirements MUST have DERM's written approval for the submittal of the SSES 3rd Cycle Phase I Report or Revised Phase I Report, and Phase II Report, due on or before November 12, 2026. Any utility's basin in the utility's service area (except a basin(s) confirmed by DERM not requiring compliance with SSES 3rd Cycle requirements) in non-compliance with SSES 3rd Cycle Requirements after the DERM's final review of the SSES 3rd Cycle Phase I Report or Revised Phase I Report, and Phase II Report shall be placed and remain under Temporary (TM) Moratorium statu s and no new additional sewage flows (as determine by DERM) will be approved by DERM and no new Building permits or changes of use applications that increase sewage flows, calculated in accordance with the Code nd determined by DERM shall be approved by the Building Official having jurisdiction, or any other person, until such time as the utility's basin/pump station is brought into compliance with the SSES 3rd Cycle code requirements [MDCEO, Section 24-42.2(3)(a), Section 24-7(17)].

No.15 - The utility shall not submit any addendum to the requested submittal of a completed Revised SSES 3rd Cycle Phase 1 Report. In addition, the utility shall not submit any addendum to the SSES 3rd Cycle Phase II Report after the submittal due date November 12, 2026. Any required future addendum(s) to the SSES 3rd Cycle Phase II Report issued by the utility engineer of records (EOR) shall be according to DERM's request, in reference to a utility's consent agreement with RER-DERM, and if the utility is not in compliance with the SSES 3rd Cycle Requirements as determined by DERM's review of the SSES Phase I Report, Revised Phase I Report & Phase II Report.

No.16 - All SSES 3rd Cycle submittals (letters, reports, etc.) to DERM shall be uploaded (submitted) to the Utility's file in DERM File Transfer Protocol (FTP) Web Application, except when DERM has requested the submittal via email. The utility's EOR or his representative can request the FTP information / submittal procedures that include log in user name and password contacting the DERM plan reviewer listed in the RFI/Matrix-Header.

Hazen

Attachment C: Source Evaluation for Specific RFI Items

March 3, 2026

Hazen

Evaluation of Specific RFI Items

Number	Description	Miami-Dade County Code and/or DERM Guidelines (Yes / No)
1	Provide basin maps and include laterals on maps so that they "*can be counted*".	***Yes**. 2007 and 2024 Guidelines state: "*The sewer maps should show and identify all sewer system components as well as all streets, easements, and water bodies.*" DERM now seems to interpret "all" sewer system components to include laterals, although this interpretation was not applied to previous SSES cycles.
2	Include laterals in DERM Table 1.	***Yes**. New in 2024 Guidelines.
3	Include laterals in IDM calculation for each basin.	**No**.
4	Subtract upstream flows for GPDIM calculation.	***Yes**. New in 2024 Guidelines.
5	Coastal basin measurements are to be within 2 hours of high tide.	**Yes**. Miami-Dade County Code.
6	Complete DERM Certification Form A or B concerning flow monitoring method.	**No**.
7	Develop separate Private Defects table (using DERM form) for smoke testing defects including folio number, property type, and zip code.	**No**.

Note: DERM issued updated guidelines on April 25, 2024 (more than one year after the Cycle 3 SSES report submittal date of November 12, 2022).

Consent Agenda
12.14.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-113 Approving Purchase Order between the City and BBA Pumps, Inc. for the Purchase of Two Diesel Driven Dewatering & Sewage Pumps (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

July 17, 2026

CITY COMMISSION

STAFF REPORT

DEPARTMENT: NMB Water

Agenda Title: Resolution Approving & Authorizing the Purchase Order with BBA Pumps, Inc. in a Budgeted Amount Not to Exceed Amount $131,860.00

Motion to approve and authorize an expenditure, in an amount not to exceed $131,860.00, under Florida Sheriffs Association Contract FSA23-EQU21.0: Equipment with BBA Pumps Inc., utilizing Item 310, for the purchase of two BA 150E Diesel-Driven Dewatering and Sewage Pumps.

CITY MANAGER RECOMMENDATION:

It is recommended that the Mayor and City Commission approve and authorize an expenditure in an amount not to exceed $131,860.00 under Florida Sheriffs Association Contract FSA23-EQU21.0: Equipment, awarded to BBA Pumps Inc., utilizing Item 310 – BBA Pumps, for the purchase of two BA 150E Diesel Driven Dewatering and Sewage Pumps to replace aging pumps that have reached the end of their useful service life and to support reliable, uninterrupted Wastewater Collection operations.

BACKGROUND OF ITEM:

The Wastewater Department is responsible for maintaining and operating the City's wastewater collection system and responding to emergency sewer overflows, flooding events, and planned maintenance activities. Portable diesel-driven dewatering and sewage pumps are critical pieces of equipment used to bypass wastewater flows during repairs, emergency response, and infrastructure maintenance, ensuring continuity of service while protecting public health and the environment.

The Department has identified the need to purchase two BA 150E D285 GL Diesel Driven Dewatering and Sewage Pumps to enhance operational readiness, improve emergency response capabilities, and replace aging equipment as needed. The purchase will be made through the Florida Sheriffs Association Contract FSA23-EQU21.0: Equipment, which was competitively solicited and awarded, allowing the City to utilize the contract through its piggyback purchasing authority.

ANALYSIS:

The BA150E D285 GL Diesel Driven Dewatering and Sewage Pumps are specifically designed to handle sewage, wastewater, and solids-laden liquids in demanding municipal applications. Their - portability and diesel-powered operation allow deployment in locations where electrical power is unavailable or unreliable, making them particularly valuable during emergencies, severe weather events, and planned maintenance operations.

Utilizing the Florida Sheriffs Association contract provides the City with competitive pricing, streamlines the procurement process, and ensures compliance with applicable purchasing requirements. The acquisition of these pumps will improve the Department's ability to respond efficiently to wastewater system failures, reduce service interruptions, minimize environmental impacts, and maintain reliable wastewater collection services for residents and businesses.

FISCAL IMPACT:

Total Not to Exceed: $131,860.00

Budget Line Item: 450910-535640

General Ledger Account #	Budgeted Amt.	Available Amt.	After Budget Transfer	New Request Amt.	Remaining Amt.
450910-535640	$550,000.00	$89,450.50	$45,000.00	$131,860.00	$2,590.50

Funding for this purchase is available in the approved FY26 Wastewater Renewal & Replacement Projects account (450910-535466). Staff has initiated an internal budget transfer of $45,000.00 to the appropriate expense account (450910-535640) to fully fund this purchase. No additional budget allocation is required

ALTERNATIVES:

The Mayor and City Commission may choose not to approve the proposed expenditure. However, doing so would delay the acquisition of essential dewatering and sewage pumps needed to support wastewater collection operations, emergency response, and system maintenance.

ATTACHMENTS:

- Quote JB06152026.1 – BA 150E D285 GL
- Product Brochure BA 150E D285 GL
- Contract FSA23-EQU21.0: Equipment
- Certificate of Liability Insurance
- Procurement Explanation Memo

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER BETWEEN THE CITY AND BBA PUMPS INC., FOR THE PURCHASE OF TWO DIESEL DRIVEN DEWATERING & SEWAGE PUMPS; IN A BUDGETED AMOUNT NOT TO EXCEED $131,860.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S 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; and

WHEREAS, the Florida Sheriffs Association, a cooperative purchasing organization, competitively solicited and awarded Contract No. FSA23-EQU21.0 "*Equipment"*, to BBA Pumps, Inc., *("BBA Pumps")*, through September 30, 2026 *("Piggyback Contract")*; and

WHEREAS, the NMB Department has identified the need to purchase two BA150E-D285 GL Diesel Driven Dewatering and Sewage Pumps to enhance operational readiness, improve emergency response capabilities, and replace aging equipment as needed; 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 $131,860.00 for the purchase of two Diesel Driven Dewatering and Sewage Pumps with BBA Pumps; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract for a purchase order in a budgeted amount not to exceed $131,860.00 for the purchase of two Diesel Driven Dewatering and Sewage Pumps to enhance operational readiness with BBA Pumps, 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 Purchase Order with BBA Pumps, Inc., through the Piggyback Contract in substantially the form attached as Exhibit "A", for a budgeted amount not to exceed $131,860.00 for the purchase of two Diesel Driven Dewatering and Sewage Pumps, 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's 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 **27th day of August 2026.**

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

7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

Date: June 17, 2026

Phone: 786.390.8376

Attention: Willie Thomas

Email: willie.thomas@citynmb.com

Dear Mr. Thomas,

Thank you for your interest in BBA Pumps, the leading manufacturer of portable diesel driven pumps. As requested, please find the attached quote. After reviewing this quote, if you should have any questions, please do not hesitate to contact us. We are happy to provide demonstrations and references of our products and services upon request.

BBA Pumps North America proudly provides portable pumping solutions in the United States, Canada, and Mexico. Our pumps and piping systems are designed, engineered, and constructed by our parent company BBA Pumps BV, located in The Netherlands. Whether you are installing wellpoints, setting up a sewer bypass, assisting with flood control, or providing general dewatering, BBA Pumps can support all of your portable pumping needs from the pump, piping, couplers, and wellpoint systems.

FSA23-EQU21.0, Heavy Equipment, Group: PUMP, Item: 310

Article	Description	Unit Cost	Quantity	Total
US-BA150E-SA-HA-07	BA150E D285 (sound attenuated, DOT tandem axle trailer mounted, diesel driven Hatz 4H50TIC DriveOn) FSA Base Price $57,316 + Option Adder $13,522	$ 70,838.00	2	$ 141,676.00
31421 - 6" NPT	Suction 30deg MNPT 6"	$0.00	2	$ -
31420 - 6" NPT	Discharge 30deg MNPT 6"	$0.00	2	$ -
M10-23RGT	DOT Approved Trailer for Pump	$0.00	2	$ -
56008 - 6"	NPT x Female Camlock 6"	$170.00	2	$ 340.00
56007 - 6"	NPT x Male Camlock 6"	$86.00	2	$ 172.00
3646820920SP	BBA 65' auto float switch (each)	$412.00	4	$ 1,648.00
57012	4" x 20' rubber suction hose w/ M&F Camlock connections	$465.00	4	$ 1,860.00
Freight	Delivery to N. Miami Beach included in FSA	$0.00	1	$ -
Disc	Additional factory discount	($6,918.00)	2	$ (13,836.00)
				$ 131,860.00

Sincerely,

Justin Booth
BBA Pumps North America
843.849.3676 office
843.614.7212
jbooth@bbapumps.com
www.bbapumps.com

Terms & Conditions:

- Plus, applicable shipping from North Charleston, South Carolina. A hard shipping number can be provided upon request.
- Price does not include any applicable duties or sales tax, use tax, and excise tax, value-added or other similar taxes that may apply to this project. We shall not be held liable for liquidated, incidental, consequential or any other kind of damages.
- Price quote is firm for receipt of an order within 10 days of this quotation.
- Payment terms are net 30 days.
- Price is reflected in US Dollars.
- Without BBA Pumps' written consent, neither modification nor cancellation of an Order, nor deferred delivery of products, completed or in production, is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by BBA Pumps may be made only upon written acceptance of BBA Pumps and on terms which will compensate BBA Pumps for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in BBA Pumps' discretion.
- Notwithstanding anything contained herein to the contrary, BBA Pumps may reject in writing any Order submitted by Buyer for any reason, including if BBA Pumps, in is sole discretion determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

Quotation No.: JB06152026.1

B□□50□ Die□el Dri□en

Dewatering and □ewage Pu□ □

Ma□. 2200 □□ GPM, Ma□. □25 □t. □5□ P□I

Pump specifications:

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FEATURES

BA auto prime pump

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World-class performance

The B□ range i□ built to be de□lo□ed on the □o□t de□anding a□□lication□. □□ing high e□icienc□ □u□ □□ and □tate□o□the□art die□el engine□, the □u□ □□o□er □a□i□u□ □er□or□ance at □ini□al co□t, □ull□in□□□nc with the company philosophy of “Lowest cost of ownership”.

Sustainability

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Complete package designed & built by BBA Pumps

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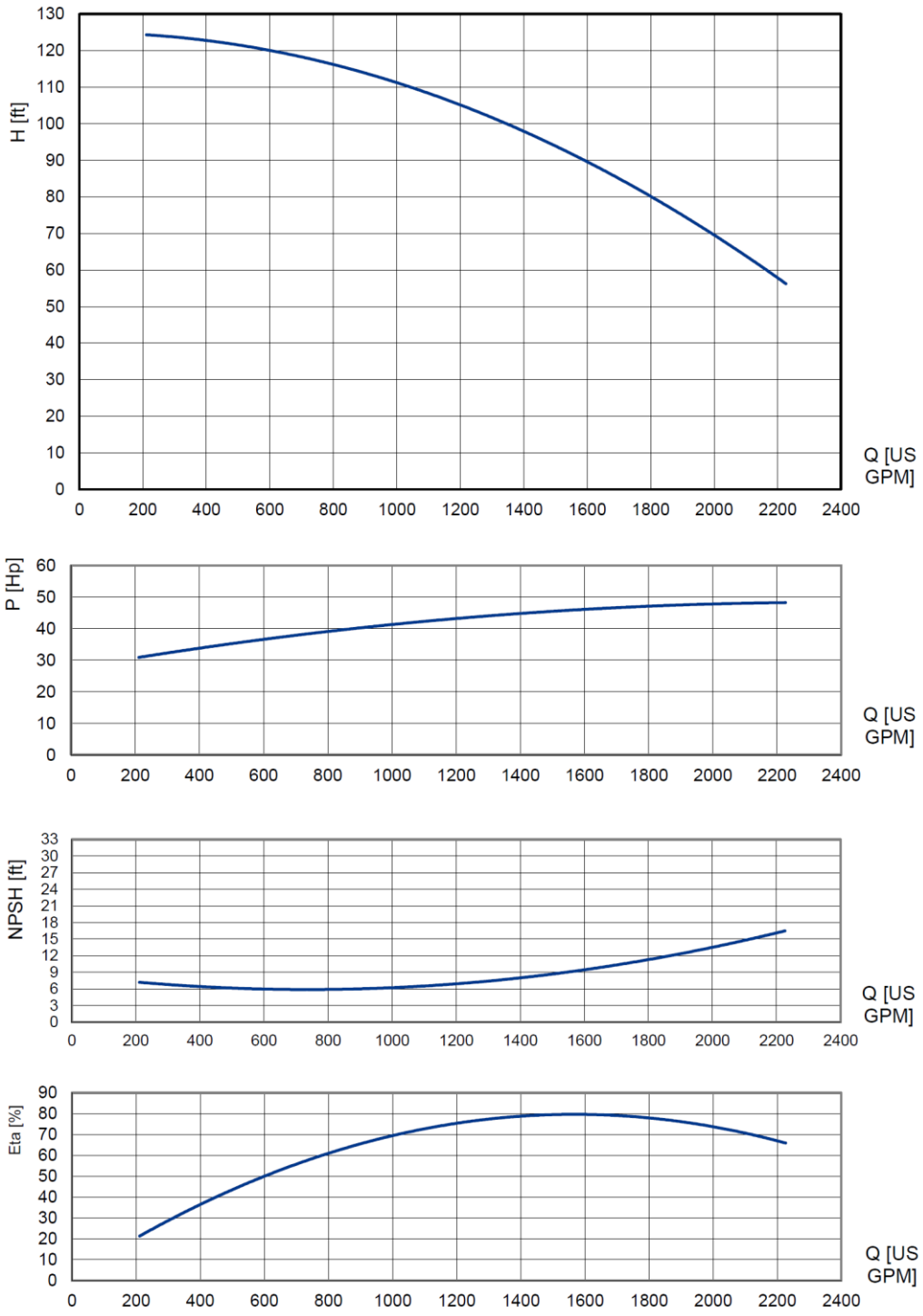
PERFORMANCE CURVES (1900 RPM)

Continuous duty according ISO 9906



PUMPS FROM HOLLAND

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Dewatering and □ewage Pu□ □

Ma□. 2200 □□ GPM, Ma□. □25 □t. □5□ P□l

STANDARD TECHNICAL SPECIFICATIONS

BBA auto prime pump

Pu□ □t□□e	B□□50□ D2□5
Ma□. □ow	2200 □□ g□□ □500 □ □hour□
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Pu□ □ □ha□t	□2CrMo□ heat treated
□ha□t □eal	Mechanical □eal
□eal □ace□	Tung□□ic
□eal rubber□	Viton

BBA priming system

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Chec□ □al□e di□c	Buna□N

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Oil change inter□al	□500 running hour□
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BBA control panel LC40

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Dewatering and □ewage Pu□ □
Ma□. 2200 □□ GPM, Ma□. □25 □t. □5□ P□I

CANOPY M10-23X

BBA sound attenuating canopy

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BBA E-lift© system

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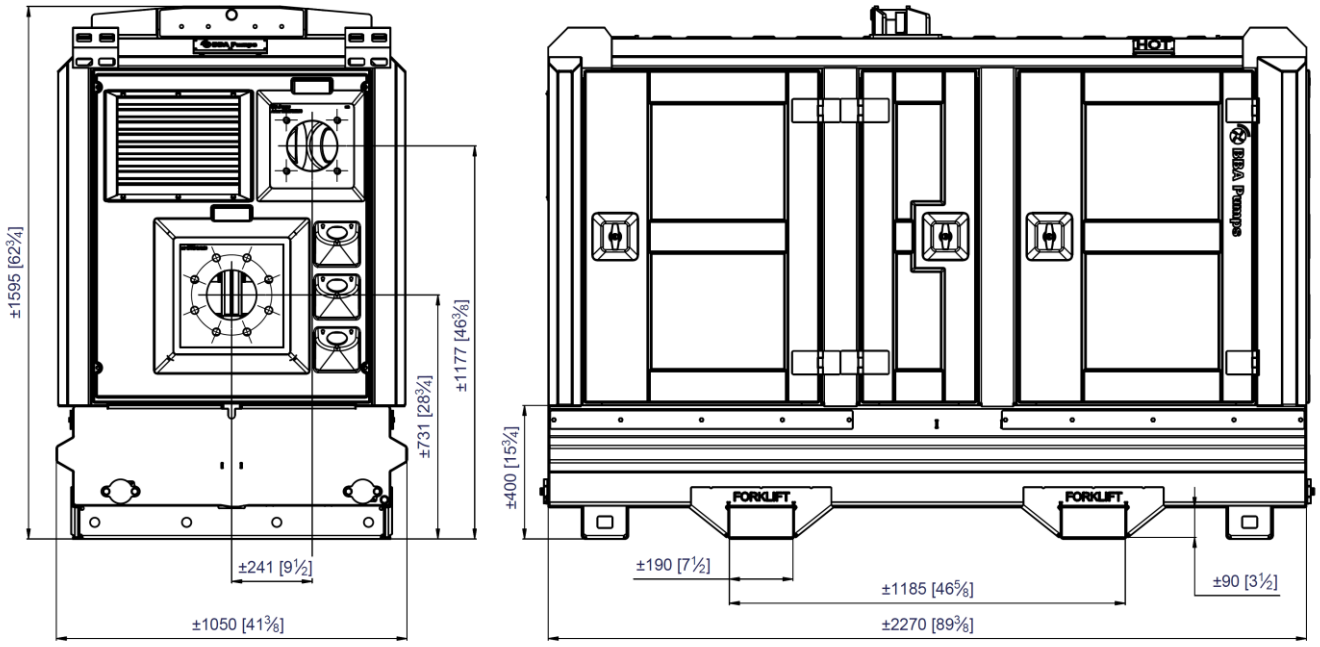

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Open impeller
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DriveOn® technology
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4 Year limited warranty
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User Manual
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AUXILIARY ITEMS

Discharge connections

Art.nr.		Ø inch	Ø mm	Connection	
50□0□7□	□0□	□	□50	□N□I□DIN □lange	
50□0□□□	□0□	□	200	□N□I □lange	
50□0□7□	□0□□e□ale □cu□□	□	□50	□□□te□ B	
50□0□□□	□0□□ale □ball□le□er□	□	□50	□□□te□ B	
50□0□□□	□0□□e□ale □cu□□	□	200	□□□te□ B	
50□0□0□	□0□□ale □ball□le□er□	□	200	□□□te□ B	

Suction connections

Art.nr.		Ø inch	Ø mm	Connection	
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50□0□□7	0□	□	200	□N□I □lange	
50□0□□□	□0□□e□ale □cu□□	□	□50	□□□te□ B	
50□0□□0	□0□□ale □ball□le□er□	□	□50	□□□te□ B	
50□0□□□	0□□e□ale □cu□□	□	200	□□□te□ B	
50□0□□□	0□□ale □ball□le□er□	□	200	□□□te□ B	

Suction hose with strainer L=6 metre

Art.nr.	Ø inch	Ø mm	connection	
70□7055	□	□50	□N□I□DIN □lange	
70□705□	□	200	□lange □2□5	
70□700□	□	□50	□□□te□ B □ale □ball□le□er□	
70□70□□	□	□50	□□□te□ C □e□ale □cu□□le□er□	

Recommended suction pipe diameter (maximum velocity = 4 m/sec)

US gallons	M3/H	FLOW (L/sec)	4" 100	5" 125	6" 150	8" 200	10" 250	12" 300
1110	**252**	70	□.□□	5.70	□.□□	2.2□	□.□□	0.□□
1268	**288**	□0	□0.□□	□.52	□.5□	2.55	□.□□	□.□□
1427	**324**	□0	□□.□□	7.□□	5.0□	2.□□	□.□□	□.27
1585	**360**	□00	□2.7□	□.□5	5.□□	□.□□	2.0□	□.□□
1775	**403**	□□2	□□.2□	□.□□	□.□□	□.57	2.2□	□.5□
1902	**432**	□20	□5.2□	□.7□	□.7□	□.□2	2.□□	□.70
2061	**468**	□□0	□□.55	□0.5□	7.□□	□.□□	2.□5	□.□□
2219	**504**	□□0	□7.□□	□□.□□	7.□2	□.□□	2.□5	□.□□

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FSA Cooperative Purchasing Program

FSA23-EQU21.1: Equipment Extension Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

Contract Extension Amendment

Contract FSA23-EQU21.0: Equipment

Extension Term: October 1, 2025, through September 30, 2026

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Sarrah Carroll
Deputy Executive Director of Administration

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-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

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 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 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.

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-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

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-EQU21.0 are October 1, 2023, through September 30, 2025. 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-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Justin Booth

Signature:

Justin Booth Digitally signed by Justin Booth Date: 2025.09.26 08:23:09 -04'00'

Awarded Vendor Company Name:

BBA Pumps, Inc.

Date:

9/26/2025

FSA Cooperative Purchasing Program

FSA23-EQU21.1: Equipment
Final Award Report

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 310, BBA Pumps, BA150E, BA150E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BBA Pumps, Inc.	$57,316.00	Build	Options
Northern	Primary	BBA Pumps, Inc.	$57,316.00	Build	Options
Central	Primary	BBA Pumps, Inc.	$57,316.00	Build	Options
Southern	Primary	BBA Pumps, Inc.	$57,316.00	Build	Options

FSA Cooperative Purchasing Program

FSA23-EQU21.1: Equipment
How to Order

How to Purchase

FSA Cooperative Purchasing Program

FSA23-EQU21.1: Equipment Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Base Specification: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Bidder: A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

D. Build sheet: A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

G. Factory: Refers to the manufacturer produced products.

H. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

I. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the 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 FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms &Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year's models, when the manufacturer changes price during the contract

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, “Item Cost” is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, “Total Cost” is defined as the Item Cost, plus costs of dealer’s floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, “Bid Price” is defined as the Total Cost and profit.

As used in this provision, “Percent” is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year’s model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors’ percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers’ request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. *See* Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

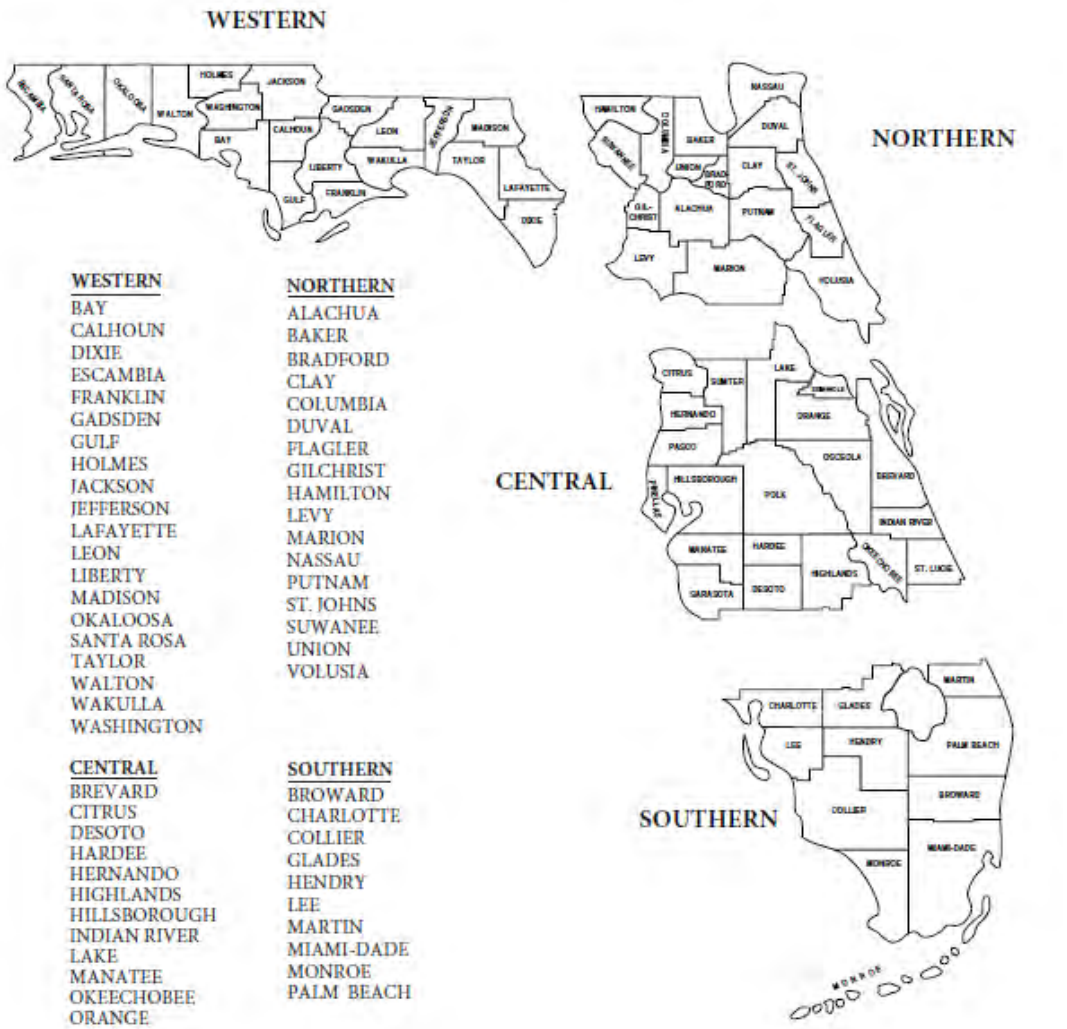
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-VEH21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-EQU21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

Appendix C: ACH Payments

FLORIDA SHERIFFS ASSOCIATION

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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 CFR Part 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 CFR Part 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. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA Cooperative Purchasing Program

FSA23-EQU21.1: Equipment Base Specifications

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Item Groups Summary

All bid items shall be built to FSA base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered.

- All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)
- All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)
- All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)
- Boat: Aquatic Weed Cutter Workboat
- Bulldozer: 180hp
- Bulldozer: 70hp
- Bulldozer: 90hp
- Chipper: Brush Chipper
- Compactor: 80,000 lbs. Landfill Compactor
- Compressor: Air Compressor - Trailer Mounted
- Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload
- Excavator: All Terrain Walking Excavator
- Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight
- Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight
- Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type
- Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type
- Excavator: Vacuum Excavator - Trailer Mounted
- Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight
- Forklift: Cushion Tire - 4,000 lbs. Capacity
- Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity*
- Forklift: Telescopic Tool Carrier/Telehandler
- Generator: 60kW Stationary*
- Generator: 125kW Stationary
- Generator: 150kW Mobile
- Generator: 500kW Mobile
- Generator: 500kW Stationary
- Horizontal Directional Drill*
- Leaf Collector: Trailer Mounted*
- Lift: Scissor Lift - Self Propelled
- Light Tower: Hybrid Light Tower
- Light Tower: Light Tower - Trailer Mounted

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

- Loader: Loader Backhoe - 4x4
- Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type
- Loader: Wheel Loader - 1.5 cubic yd.
- Loader: Wheel Loader - 3.0 cubic yd.
- Loader: Wheel Loader - 5.75 cubic yd.
- Low Speed Vehicle: Electric Type
- Motor Grader: Large
- Motor Grader: Small
- Mower: 15ft. Flex Wing Rotary Mower
- Mower: Remote Controlled Brush Mower
- Mower: Electric Zero Turn Radius Mower*
- Mower: Zero Turn Radius Mower
- Pallet Jack: Electric 4,500 lbs. Capacity*
- Pipe Inspection: Battery Operated Pipe Crawler Inspection System*
- Pump: Mobile Pump
- Roadway Advisory Board: Mobile Message Board
- Roadway Advisory Board: Mobile Speed Board
- Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader*
- Roadway Advisory Board: Mobile Traffic Advisory/Direction Signal Board
- Roller: Compaction Roller 30,000 lbs. - Single Drum
- Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width
- Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width
- Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.
- Sewer Cleaner: Trailer Mounted Sewer Cleaner
- Shop Tools & Equipment*
- Shredder: Mobile Shredder
- Solid Waste Material Handler: Wheeled Type
- Stump Cutter
- Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper
- Sweeper: Cabover Mechanical Broom Street Sweeper
- Sweeper: Compact Air Sweeper - 2.3 cubic yd.
- Sweeper: Regenerative Air Street Sweeper
- Sweeper: Self-Propelled Hydrostatic Broom
- Tactical Vehicle: Skid Steer Mounted (The Rook)
- Tool Carrier: Hydrostatic Drive
- Tractor: Agriculture Tractor - 4x2

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

- Tractor: Compact Articulating Tractor - AWD
- Tractor: Small Agriculture Tractor - 4x4
- Tractor: Tractor with Boom Mower - 4x4
- Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR
- Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR*
- Trailer: Detachable Neck Lowboy Trailer - 100,000 lbs. GVWR*
- Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR
- Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR*
- Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR*
- Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR*
- Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR
- Trailer: Leachate Tanker - 6,500 gallons*
- Trailer: Livestock Trailer - 7,000 lbs. GVWR*
- Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR
- Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR*
- Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR*
- Trailer: Waste Trailer with Walking Floor
- Transfer Switch: 600 Amp Automatic Transfer Switch
- Trencher: Walk Behind Trencher
- Underground Locating Equipment: Ground Penetrating Radar*
- Underground Locating Equipment: Utility Locator*
- Vehicle Lift: Mobile - 2 Column, Cabled
- Vehicle Lift: Mobile - 2 Column, Wireless
- Vehicle Lift: Mobile - 4 Column, Cabled
- Vehicle Lift: Mobile - 4 Column, Wireless
- Vehicle Lift: Mobile - 6 Column, Cabled
- Vehicle Lift: Mobile - 6 Column, Wireless
- Vehicle Lift: Mobile - 8 Column, Cabled
- Vehicle Lift: Mobile - 8 Column, Wireless
- Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k
- Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

**Indicates new item group for FSA23-EQU21.0*

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Pump: Mobile Pump

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Design Requirements: Discharge size- 6", suction size- 6", capable of 1,750 gpm minimum, capable of 160' Total Dynamic Head (TDH) minimum, Duty Point, maximum- 1,000 gpm minimum at 120' Total Dynamic Head (TDH), solids handling capability size, minimum size- 3"
- Engine: Diesel engine, appropriate to pump size at continuous duty, emission compliant engine, industrial grade exhaust muffler and rain cap, oil and coolant drain lines with ball valves, low water level shutdown switch, 12 VDC system with battery rack and cables, 50 gal minimum fuel tank with low fuel level alarm and shutdown
- Pump: Check valve, self-priming system
- Controls: Solid state, microprocessor-based pump controls, controls shall provide all operating, monitoring and control functions for the pump set, controller will also provide 2 fully programmable contacts for input and output signals accordingly, controller will provide remote start stop control with adjustable ramp (speed) time control, UL 508 R and CSA C22.2 No. 14 approved
- Trailer: The manufacturer shall mount the diesel engine and pump unit with the above 50 gal subbase tank on a street legal DOT approved trailer, this trailer will be able to be rated for a safe travel at speeds of 60 mph and not be limited to the following specifications- trailer design shall be such that the county/city may easily remove the entire engine, fuel tank and pump from the trailer, 12 VDC electric system, lunette or military type towing ring with safety chains, single point lifting bar, license plate bracket, sand shoe type support stands front and rear, torque spring axles to meet load of trailer, the trailer must have a VIN and a certificate of origin
- Startup And Commissionsing: Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment

Consent Agenda
12.15.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-114 Approving and Authorizing the Renewal of Citywide Group Insurance for FY26-27 with Aetna, Inc. (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Recommendation Summary
- Resolution
- FY26-27 Proposal

Commission Agenda Staff Report

Date: August 18, 2026
Resolution No.: 2026-XX
To: Mayor and City Commission
From: Darvin Williams, City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer

Agenda Title: Resolution Approving and Authorizing the Renewal of Citywide Group Insurance with Aetna, Inc.

Background

Foundation Risk Partners, Corp. dba Corporate Synergies Group as the Broker of Record, conducted a comprehensive market review seeking providers of employee health insurance coverage for the 2026-2027 plan year; and obtained proposals for health insurance coverage from Aetna Inc., Cigna Healthcare of Florida, Inc., and United Health Care, with only Aetna Inc. and Cigna Healthcare of Florida, Inc. providing responsive and competitive proposals.

Aetna Inc.'s renewal offer includes a 6.0% increase in medical premiums (after negotiation from an initial 8.4% proposal), includes a $70,000 health and wellness fund, maintains current employee benefits including nationwide coverage, a robust platform of specialists and facilities, and Employee Assistance Program resources. Aetna dental renewal reflects a 9.3% increase, which is substantially more competitive than alternatives, and the vision plan renewal remains under its rate guarantee with no increase in cost.

Mutual of Omaha provide ancillary coverage of Basic Life with AD&D, Voluntary Life and AD&D, Long-Term Disability, Voluntary Long-Term Disability, Accident, Critical Illness, and Hospital Indemnity Insurance, with no rate increases, with several products locked into multi-year rate guarantees through September 2028.

The City desires to maintain its group insurance benefits with Aetna, Inc. and renew coverage for the 2026–2027 plan year at an estimated annual cost of $8,926,674. This represents an increase of $511,448, or approximately 6.1%, over the current annual expenditure of $8,415,226.

Recommendation

City Manager and the Human Resources Director recommend the City continue group insurance benefits services with Aetna, Inc for employee health, dental, and vision insurance benefits and Mutual of Omaha for ancillary benefits coverages.

Fiscal Impact

The 2026-2027 plan year estimated annual cost of $8,926,674; 6.1%. No increase to employee deductions.

City of North Miami Beach

October 1, 2026 Employee Benefits Renewal & Recommendations Summary

Presented by:

- Shaun Gelvez - Interim Human Resources Director, City of North Miami Beach
- Eric Brewer - Vice President, Senior Benefits Consultant, Foundation Risk Partners

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

CORPORATE SYNERGIES
A Foundation Risk Partners Company

Renewal Executive Summary:

Recommendation to Retain Aetna for the 2026-2027 Plan Year for Medical Insurance:
After a comprehensive market review, the recommendation is for the City of North Miami Beach to remain with Aetna for its medical, dental, and vision programs for the 2026-2027 plan year. Although the renewal includes a cost increase, Aetna continues to offer the most balanced solution when evaluating overall financial impact, employee disruption, provider access, administrative efficiency, and long-term program stability.

Medical:

Aetna initially proposed an 8.4% increase but after negotiations, Aetna reduced the renewal to 6.0%, lowering the projected annual increase to approximately $487,000. The renewal also includes a $70,000 health improvement and wellness fund, adding value to the overall program.
This revised position makes Aetna more competitive in the market, particularly given the plan's 93% premium-to-claims loss ratio during the experience period, higher-than-average medical costs in South Florida, and national medical trend increases exceeding 8%.
While Cigna's level-funded proposal came in approximately 1% below the City's current spend, the potential savings are limited when weighed against the disruption of changing carriers, including impacts to employees, providers, administration, and overall program continuity.

Line of Coverage	Current (annual spend)	Renewal (annual spend)	Year-Over-Year Change %
Medical	$ 8,124,413	$ 8,611,890	6%
Dental	$ 256,541	$ 280,512	9%
Vision	$ 34,272	$ 34,272	0%
Total	**$ 8,415,226**	**$ 8,926,674**	**6%**

Dental, Vision, Life, Disability and Worksite Plans:

Aetna's dental renewal has a 9.3% rate increase which is substantially more competitive than the alternatives reviewed. Additionally, Aetna's dental plan maintains the current benefit structure and allows employees to continue using a familiar provider network.

For vision coverage, the Aetna plan remains under its rate guarantee with no increase in cost.

Mutual of Omaha renewed Basic Life, Voluntary Life, Long-Term Disability, Voluntary Long-Term Disability, Accident, Critical Illness, and Hospital Indemnity coverage with either no increase or continued rate guarantees. Several products are locked into multi-year rate guarantees through September 2028, providing long-term cost stability and minimizing future budget uncertainty.

Overall, the renewal package allows the City to maintain strong benefits, avoid unnecessary disruption to employees, preserve established carrier relationships, and achieve predictable long-term financial stability. While some alternatives offered isolated areas of short-term savings, none delivered enough value to outweigh the advantages of remaining with the current carrier lineup.

Line of Coverage	Current (annual spend)	Renewal (annual spend)	Year-Over-Year Change - $	Year-Over-Year Change - %
Dental	$256,541	$280,512	$23,971	9.3%
Vision	$34,272	$34,272	$0	0.0%
Basic Life and AD&D	$143,420	$143,420	$0	0.0%
Voluntary Life and AD&D	$109,014	$109,014	$0	0.0%
Long-Term Disability	$24,792	$24,792	$0	0.0%
Accident	$19,267	$19,267	$0	0.0%
Critical Illness	$20,145	$20,145	$0	0.0%
Hospital Indemnity	$22,488	$22,488	$0	0.0%
Total	**$629,939**	**$653,910**	**$23,971**	**3.8%**

Notes: All benefits are 100% employee paid with the exception of Medical and Basic Life and AD&D

City of North Miami Beach

	Current						Renewal					
	Aetna OA EPO (Elect Choice) EPO		Aetna OA POS (Managed Choice) OA MC		Aetna OA EPO (Elect Choice) EPO HSA		Aetna OA EPO (Elect Choice) EPO		Aetna OA POS (Managed Choice) OA MC		Aetna OA EPO (Elect Choice) EPO HSA	
Benefits	**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**	
Coinsurance	90% / 10%		80% / 20%		90% / 10%		90% / 10%		80% / 20%		90% / 10%	
Deductible (DED) Type	Calendar Year		Calendar Year		Calendar Year Non-Embedded		Calendar Year		Calendar Year		Calendar Year Non-Embedded	
Individual DED	$750		$1,000		$3,200		$750		$1,000		$3,200	
Family DED	$1,500		$3,000		$3,200 per Person $6,400 per Family		$1,500		$3,000		$3,200 per Person $6,400 per Family	
Calendar Year Out-of-Pocket Maximum					Non-Embedded						Non-Embedded	
Individual	$4,500		$4,000		$4,500		$4,500		$4,000		$4,500	
Family	$9,000		$12,000		$4,500 per Person $9,000 per Family		$9,000		$12,000		$4,500 per Person $9,000 per Family	
Inclusions	DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx	
Preventive Care	No Charge		No Charge		No Charge		No Charge		No Charge		No Charge	
Primary Care Physician Office Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Specialist Office Visit	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Virtual Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Urgent Care	$50 Copay		$50 Copay		DED, then 10%		$50 Copay		$50 Copay		DED, then 10%	
Emergency Room	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$300 Copay		DED, then 10%	
Inpatient Hospital (facility services)	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient Hospital (facility services)	$250 Copay		DED, then 20%		DED, then 10%		$250 Copay		DED, then 20%		DED, then 10%	
Hospital / Surgical Physician Services	DED, then 10%		DED, then 20%		DED, then 10%		DED, then 10%		DED, then 20%		DED, then 10%	
Mental Health & Substance Abuse												
Inpatient	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Independent Lab and X-Ray - Outpatient												
Clinical Lab (Blood Work)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Diagnostic Testing (X-Rays)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Advanced Imaging (MRI, PET)	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$300 Copay		DED, then 10%	
Pharmacy Network	Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded	
Prescription Drug List	Standard with Opt Out		Standard with Opt Out		Standard with Opt Out		Standard with Opt Out		Standard with Opt Out		Standard with Opt Out	
					Deductible, then:						Deductible, then:	
Tier 1	$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay	
Tier 2	$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay	
Tier 3	$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay	
Tier 4	Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs	
Mail Order	$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175		$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175	
Out-of-Network Benefits												
Deductible: Individual/Family	No Coverage Except for Emergency Services		$2,000 / $6,000		No Coverage Except for Emergency Services		No Coverage Except for Emergency Services		$2,000 / $6,000		No Coverage Except for Emergency Services	
Coinsurance			50% / 50%						50% / 50%			
Out-of-Pocket Max: Individual/Family			$8,000 / $24,000						$8,000 / $24,000			
Financials	**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**	
Employee Only	188	$1,059.45	47	$1,034.74	18	$762.38	188	$1,123.02	47	$1,096.82	18	$808.12
Employee & 1 member	72	$2,288.40	10	$2,235.02	1	$1,646.75	72	$2,425.70	10	$2,369.12	1	$1,745.56
Employee & Family	66	$2,966.47	7	$2,897.25	5	$2,134.69	66	$3,144.46	7	$3,071.09	5	$2,262.77
Estimated Monthly Premium	**$559,728**		**$91,264**		**$26,043**		**$593,313**		**$96,739**		**$27,606**	
Estimated Annual Premium	**$6,716,734**		**$1,095,164**		**$312,516**		**$7,119,750**		**$1,160,872**		**$331,267**	
Annual % Change From Current	**N / A**		**N / A**		**N / A**		**6.0%**		**6.0%**		**6.0%**	
Annual $ Change From Current	**N / A**		**N / A**		**N / A**		**$403,017**		**$65,709**		**$18,751**	
Total Estimated Monthly Premium	**$677,034**						**$717,657**					
Total Estimated Annual Premium	**$8,124,413**						**$8,611,890**					
Est Annual % Change From Current	**N/A**						**6.0%**					
Est Annual $ Change From Current	**N/A**						**$487,476**					

Medical Employee Contribution Exhibit

Current: 10/1/2025 - 26 Plan Year

Class Description: All Others, Charter Officers, and Senior Management*

			MONTHLY			
Coverage	Count	Plan	Employee	Employer	Total	Employee Weekly (48)
Single	18	HSA	$ 50.00	$ 712.38	$ 762.38	$ 12.50
EE + 1	1	HSA	$ 140.00	$ 1,506.75	$ 1,646.75	$ 35.00
Family	5	HSA	$ 305.00	$ 1,829.69	$ 2,134.69	$ 76.25
Single	47	POS	$ 108.00	$ 926.74	$ 1,034.74	$ 27.00
EE + 1	10	POS	$ 307.00	$ 1,928.02	$ 2,235.02	$ 76.75
Family	7	POS	$ 475.00	$ 2,422.25	$ 2,897.25	$ 118.75
Single	188	EPO	$ 60.00	$ 999.45	$ 1,059.45	$ 15.00
EE + 1	72	EPO	$ 180.00	$ 2,108.40	$ 2,288.40	$ 45.00
Family	66	EPO	$ 400.00	$ 2,566.47	$ 2,966.47	$ 100.00
Monthly Total			**$ 64,676**	**$ 612,358**	**$ 677,034**	
Annual Total			**$ 776,112**	**$ 7,348,301**	**$ 8,124,413**	

Renewal: 10/1/2026 - 27 Plan Year

			MONTHLY			
Coverage	Count	Plan	Employee	Employer	Total	Employee Weekly (48)
Single	18	HSA	$ 50.00	$ 758.12	$808.12	$ 12.50
EE + 1	1	HSA	$ 140.00	$ 1,605.56	$1,745.56	$ 35.00
Family	5	HSA	$ 305.00	$ 1,957.77	$2,262.77	$ 76.25
Single	47	POS	$ 108.00	$ 988.82	$1,096.82	$ 27.00
EE + 1	10	POS	$ 307.00	$ 2,062.12	$2,369.12	$ 76.75
Family	7	POS	$ 475.00	$ 2,596.09	$3,071.09	$ 118.75
Single	188	EPO	$ 60.00	$ 1,063.02	$1,123.02	$ 15.00
EE + 1	72	EPO	$ 180.00	$ 2,245.70	$2,425.70	$ 45.00
Family	66	EPO	$ 400.00	$ 2,744.46	$3,144.46	$ 100.00
Monthly Total			**$ 64,676**	**$ 652,981**	**$ 717,657**	
Annual Total			**$ 776,112**	**$ 7,835,778**	**$ 8,611,890**	
Annual Change - $			$ -	**$ 487,476**	**$ 487,476**	
Annual Change - %			0.0%	6.6%	6.0%	

Dental Employee Contribution Exhibit

			MONTHLY			
Coverage	Count	Plan	Employee	Employer	Total	Employee Weekly (48)
Single	85	DMO	$ 13.43	$ -	$ 13.43	$ 3.36
EE + 1	31	DMO	$ 24.34	$ -	$ 24.34	$ 6.09
Family	28	DMO	$ 38.63	$ -	$ 38.63	$ 9.66
Single	175	PPO	$ 45.25	$ -	$ 45.25	$ 11.31
EE + 1	56	PPO	$ 88.26	$ -	$ 88.26	$ 22.07
Family	42	PPO	$ 131.89	$ -	$ 131.89	$ 32.97
Monthly Total			**$ 21,378**	**$ -**	**$ 21,378**	
Annual Total			**$ 256,541**	**$ -**	**$ 256,541**	

			MONTHLY			
Coverage	Count	Plan	Employee	Employer	Total	Employee Weekly (48)
Single	85	DMO	$ 14.22	$ -	$ 14.22	$ 3.56
EE + 1	31	DMO	$ 25.78	$ -	$ 25.78	$ 6.45
Family	28	DMO	$ 40.91	$ -	$ 40.91	$ 10.23
Single	175	PPO	$ 49.73	$ -	$ 49.73	$ 12.43
EE + 1	56	PPO	$ 97.00	$ -	$ 97.00	$ 24.25
Family	42	PPO	$ 144.95	$ -	$ 144.95	$ 36.24
Monthly Total			**$ 23,376**	**$ -**	**$ 23,376**	
Annual Total			**$ 280,512**	**$ -**	**$ 280,512**	
Annual Change - $			$ 23,971	$ -	$ 23,971	
Annual Change - %			9.3%		9.3%	

Vision Employee Contribution Exhibit

			MONTHLY			
Coverage	Count	Plan	Employee	Employer	Total	Employee Weekly (48)
Single	192	PPO	$ 5.44	$ -	$ 5.44	$ 1.36
EE + 1	62	PPO	$ 10.34	$ -	$ 10.34	$ 2.59
Family	60	PPO	$ 15.10	$ -	$ 15.10	$ 3.78
Monthly Total			**$ 2,592**	**$ -**	**$ 2,592**	
Annual Total			**$ 31,099**	**$ -**	**$ 31,099**	

Contribution Scenario Description: no cost change

			MONTHLY			
Coverage	Count	Plan	Employee	Employer	Total	Employee Weekly (48)
Single	192	PPO	$ 5.44	$ -	$ 5.44	$ 1.36
EE + 1	62	PPO	$ 10.34	$ -	$ 10.34	$ 2.59
Family	60	PPO	$ 15.10	$ -	$ 15.10	$ 3.78
Monthly Total			**$ 2,592**	**$ -**	**$ 2,592**	
Annual Total			**$ 31,099**	**$ -**	**$ 31,099**	
Annual Change - $			$ -	$ -	$ -	
Annual Change - %			0.0%		0.0%	

The totals above include enrollment for active employees, charter officers, senior management, elected officials and retirees
Contributions for retirees and elected officials have a different contribution structure which may affect the overall totals.

City of North Miami Beach

Medical Market Study

	Results	Comments
Aetna Fully Insured	6% above current	Initial Renewal: 8.4% increase
Cigna Level Funded	0.9% Under Current	85.5% of Premium for Claims 100% Surplus Share
United Healthcare	9.7% above current	
United Healthcare Alt	12.1% under current	3 NHP Plan Alternates
Florida Blue	DTQ	Not Competitive

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE RENEWAL OF CITYWIDE GROUP INSURANCE BENEFITS WITH AETNA, INC., FOR THE CITY'S GROUP MEDICAL, DENTAL, AND VISION INSURANCE THE 2026-2027 PLAN YEAR; AND THE RENEWAL OF ANCILLARY BENEFITS FOR 2026-2027 PLAN YEAR; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Foundation Risk Partners, Corp., dba Corporate Synergies Group ("Corporate Synergies") serves as the City of North Miami Beach's ("City") Broker of Record for brokerage services for employee benefits insurance coverage services; and

WHEREAS, pursuant to their agreement, Corporate Synergies, as the Broker of Record, conducted a comprehensive market review seeking providers of employee health insurance coverage for the 2026-2027 plan year and obtained proposals for health insurance coverage from Aetna Inc., Cigna Healthcare of Florida, Inc., and United Health Care, with only Aetna Inc., ("Aetna") and Cigna Healthcare of Florida, Inc., providing responsive and competitive proposals; and

WHEREAS, based on the market review, claims experience evaluation, continuity of network access, administrative efficiency, employee feedback, and overall program stability, the recommendation of the _____ is to renew Aetna Inc., as the health insurance provider for the 2026-2027 plan year; and

WHEREAS, Aetna's renewal offer includes a 6.0% increase in medical premiums (after negotiation from an initial 8.4% proposal), includes a $70,000 health and wellness fund, a robust platform of specialists and facilities, and Employee Assistance Program resources, and maintains current employee benefits including nationwide coverage; and

WHEREAS, the Aetna dental renewal reflects a 9.3% increase, which is substantially more competitive than alternatives reviewed and maintains current benefit structure and familiar provider network access; and

WHEREAS, the Aetna vision plan renewal remains under its rate guarantee with no increase in cost; and

WHEREAS, renewal of ancillary benefits through Mutual of Omaha (Basic Life with AD&D, Voluntary Life and AD&D, Long-Term Disability, Voluntary Long-Term Disability, Accident, Critical Illness, and Hospital Indemnity Insurance) shows no rate increases, with several products locked into multi-year rate guarantees through September 2028; and

WHEREAS, the City Manager and the Human Resources Director recommend that the City Commission approve and authorize the City Manager or designee to execute a renewal for

group insurance benefits with Aetna Inc. as the City's provider of employee health, dental, and vision insurance benefits; 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 the renewal for group insurance benefits with Aetna Inc. in an estimated annual cost of the proposed benefits $8,926,674, representing an increase of $511,448 or 6.1% from the current annual expenditure of $8,415,226 for the 2026-2027 plan year.

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 renewal of citywide group insurance benefits with Aetna Inc., as the provider of employee medical, dental, and vision benefits coverage for the 2026-2027 plan year, pursuant to the rates proposed in the attached Exhibit "A," and the renewal of ancillary benefits through Mutual of Omaha (Basic Life with AD&D, Voluntary Life and AD&D, Long-Term Disability, Voluntary Long-Term Disability, Accident, Critical Illness, and Hospital Indemnity Insurance), 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's 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 **18th day of August 2026**.

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

2026-2027 Employee Benefits Renewal Analysis

Presented by

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CORPORATE SYNERGIES
A Foundation Risk Partners Company

City of North Miami Beach

Medical Market Study

	Results	Comments
Aetna Fully Insured	6% above current	Initial Renewal: 8.4% increase
Cigna Level Funded	0.9% Under Current	85.5% of Premium for Claims 100% Surplus Share
United Healthcare	9.7% above current	
United Healthcare Alt	12.1% under current	3 NHP Plan Alternates
Florida Blue	DTQ	Not Competitive

City of North Miami Beach
Medical
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	Current			Renewal		
	Aetna OA EPO (Elect Choice) EPO	Aetna OA POS (Managed Choice) OA MC	Aetna OA EPO (Elect Choice) EPO HSA	Aetna OA EPO (Elect Choice) EPO	Aetna OA POS (Managed Choice) OA MC	Aetna OA EPO (Elect Choice) EPO HSA
Benefits	**In-Network**	**In-Network**	**In-Network**	**In-Network**	**In-Network**	**In-Network**
Coinsurance	90% / 10%	80% / 20%	90% / 10%	90% / 10%	80% / 20%	90% / 10%
Deductible (DED) Type	Calendar Year	Calendar Year	Calendar Year Non-Embedded	Calendar Year	Calendar Year	Calendar Year Non-Embedded
Individual DED	$750	$1,000	$3,200	$750	$1,000	$3,200
Family DED	$1,500	$3,000	$3,200 per Person $6,400 per Family	$1,500	$3,000	$3,200 per Person $6,400 per Family
Calendar Year Out-of-Pocket Maximum			Non-Embedded			Non-Embedded
Individual	$4,500	$4,000	$4,500	$4,500	$4,000	$4,500
Family	$9,000	$12,000	$4,500 per Person $9,000 per Family	$9,000	$12,000	$4,500 per Person $9,000 per Family
Inclusions	DED, Coinsurance, Copays, and Rx	DED, Coinsurance, Copays, and Rx	DED, Coinsurance, Copays, and Rx	DED, Coinsurance, Copays, and Rx	DED, Coinsurance, Copays, and Rx	DED, Coinsurance, Copays, and Rx
Preventive Care	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Primary Care Physician Office Visit	$20 Copay	$25 Copay	DED, then 10%	$20 Copay	$25 Copay	DED, then 10%
Specialist Office Visit	$40 Copay	$50 Copay	DED, then 10%	$40 Copay	$50 Copay	DED, then 10%
Virtual Visit	$20 Copay	$25 Copay	DED, then 10%	$20 Copay	$25 Copay	DED, then 10%
Urgent Care	$50 Copay	$50 Copay	DED, then 10%	$50 Copay	$50 Copay	DED, then 10%
Emergency Room	$300 Copay	$300 Copay	DED, then 10%	$300 Copay	$300 Copay	DED, then 10%
Inpatient Hospital (facility services)	$200 Copay for first 5 days, then DED + 10%	DED, then 20%	DED, then 10%	$200 Copay for first 5 days, then DED + 10%	DED, then 20%	DED, then 10%
Outpatient Hospital (facility services)	$250 Copay	DED, then 20%	DED, then 10%	$250 Copay	DED, then 20%	DED, then 10%
Hospital / Surgical Physician Services	DED, then 10%	DED, then 20%	DED, then 10%	DED, then 10%	DED, then 20%	DED, then 10%
Mental Health & Substance Abuse						
Inpatient	$200 Copay for first 5 days, then DED + 10%	DED, then 20%	DED, then 10%	$200 Copay for first 5 days, then DED + 10%	DED, then 20%	DED, then 10%
Outpatient	$40 Copay	$50 Copay	DED, then 10%	$40 Copay	$50 Copay	DED, then 10%
Independent Lab and X-Ray - Outpatient						
Clinical Lab (Blood Work)	No Charge	No Charge	DED, then 10%	No Charge	No Charge	DED, then 10%
Diagnostic Testing (X-Rays)	No Charge	No Charge	DED, then 10%	No Charge	No Charge	DED, then 10%
Advanced Imaging (MRI, PET)	$300 Copay	$300 Copay	DED, then 10%	$300 Copay	$300 Copay	DED, then 10%
Pharmacy Network	Nat'l - Retail 90 expanded	Nat'l - Retail 90 expanded	Nat'l - Retail 90 expanded	Nat'l - Retail 90 expanded	Nat'l - Retail 90 expanded	Nat'l - Retail 90 expanded
Precription Drug List	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out
			Deductible, then:			Deductible, then:
Tier 1	$10 Copay	$10 Copay	$10 Copay	$10 Copay	$10 Copay	$10 Copay
Tier 2	$35 Copay	$35 Copay	$35 Copay	$35 Copay	$35 Copay	$35 Copay
Tier 3	$70 Copay	$70 Copay	$70 Copay	$70 Copay	$70 Copay	$70 Copay
Tier 4	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs
Mail Order	$25 / $87.50 / $175	$25 / $87.50 / $175	DED, then $25/$87.50/$175	$25 / $87.50 / $175	$25 / $87.50 / $175	DED, then $25/$87.50/$175
Out-of-Network Benefits						
Deductible: Individual/Family Coinsurance Out-of-Pocket Max: Individual/Family	No Coverage Except for Emergency Services	$2,000 / $6,000 50% / 50% $8,000 / $24,000	No Coverage Except for Emergency Services	No Coverage Except for Emergency Services	$2,000 / $6,000 50% / 50% $8,000 / $24,000	No Coverage Except for Emergency Services
Financials	**Enrolled**	**Enrolled**	**Enrolled**	**Enrolled**	**Enrolled**	**Enrolled**
Employee Only	188 $1,059.45	47 $1,034.74	18 $762.38	188 $1,123.02	47 $1,096.82	18 $808.12
Employee & 1 member	72 $2,288.40	10 $2,235.02	1 $1,646.75	72 $2,425.70	10 $2,369.12	1 $1,745.56
Employee & Family	66 $2,966.47	7 $2,897.25	5 $2,134.69	66 $3,144.46	7 $3,071.09	5 $2,262.77
Estimated Monthly Premium	**$559,728**	**$91,264**	**$26,043**	**$593,313**	**$96,739**	**$27,606**
Estimated Annual Premium	**$6,716,734**	**$1,095,164**	**$312,516**	**$7,119,750**	**$1,160,872**	**$331,267**
Annual % Change From Current	**N / A**	**N / A**	**N / A**	**6.0%**	**6.0%**	**6.0%**
Annual $ Change From Current	**N / A**	**N / A**	**N / A**	**$403,017**	**$65,709**	**$18,751**
Total Estimated Monthly Premium	**$677,034**			**$717,657**		
Total Estimated Annual Premium	**$8,124,413**			**$8,611,890**		
Est Annual % Change From Current	**N/A**			**6.0%**		
Est Annual $ Change From Current	**N/A**			**$487,476**		

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	Current						Alternate					
	Aetna OA EPO (Elect Choice) EPO		Aetna OA POS (Managed Choice) OA MC		Aetna OA EPO (Elect Choice) EPO HSA		Cigna OAP Plus (National EPO) National EPO		Cigna OAP Plus (National EPO) National EPO		Cigna HSA OAP Plus National EPO HSA	
Benefits	**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**	
Coinsurance	90% / 10%		80% / 20%		90% / 10%		90% / 10%		80% / 20%		90% / 10%	
Deductible (DED) Type	Calendar Year		Calendar Year		Calendar Year Non-Embedded		Calendar Year Embedded		Calendar Year Embedded		Calendar Year Non-Embedded	
Individual DED	$750		$1,000		$3,200		$750		$1,000		$3,200	
Family DED	$1,500		$3,000		$3,200 per Person $6,400 per Family		$1,500		$3,000		$3,200 per Person $6,400 per Family	
Calendar Year Out-of-Pocket Maximum					Non-Embedded		Embedded		Embedded		Non-Embedded	
Individual	$4,500		$4,000		$4,500		$4,500		$4,000		$4,500	
Family	$9,000		$12,000		$4,500 per Person $9,000 per Family		$9,000		$12,000		$4,500 per Person $9,000 per Family	
Inclusions	DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx	
Preventive Care	No Charge		No Charge		No Charge		No Charge		No Charge		No Charge	
Primary Care Physician Office Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Specialist Office Visit	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Virtual Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Urgent Care	$50 Copay		$50 Copay		DED, then 10%		$50 Copay		$50 Copay		DED, then 10%	
Emergency Room	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$300 Copay		DED, then 10%	
Inpatient Hospital (facility services)	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient Hospital (facility services)	$250 Copay		DED, then 20%		DED, then 10%		$250 Copay		DED, then 20%		DED, then 10%	
Hospital / Surgical Physician Services	DED, then 10%		DED, then 20%		DED, then 10%		DED, then 10%		DED, then 20%		DED, then 10%	
Mental Health & Substance Abuse												
Inpatient	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Independent Lab and X-Ray - Outpatient												
Clinical Lab (Blood Work)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Diagnostic Testing (X-Rays)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Advanced Imaging (MRI, PET)	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$300 Copay		DED, then 10%	
Pharmacy Network	Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Cigna 90 Now CVS		Cigna 90 Now CVS		Cigna 90 Now CVS	
Precription Drug List	Standard with Opt Out		Standard with Opt Out		Standard with Opt Out		Advantage		Advantage		Advantage	
					Deductible, then:						Deductible, then:	
Tier 1	$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay	
Tier 2	$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay	
Tier 3	$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay	
Tier 4	Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs	
Mail Order	$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175		$25 / $88 / $175		$25 / $88 / $175		DED, then $25/$88/$175	
Out-of-Network Benefits												
Deductible: Individual/Family	No Coverage Except for Emergency Services		$2,000 / $6,000		No Coverage Except for Emergency Services		No Coverage Except for Emergency Services		$2,000 / $6,000		No Coverage Except for Emergency Services	
Coinsurance			50% / 50%						50% / 50%			
Out-of-Pocket Max: Individual/Family			$8,000 / $24,000						$8,000 / $24,000			
Financials	**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**	
Employee Only	188	$1,059.45	47	$1,034.74	18	$762.38	188	$1,037.51	47	$1,075.22	18	$800.51
Employee & 1 member	72	$2,288.40	10	$2,235.02	1	$1,646.75	72	$2,240.99	10	$2,322.50	1	$1,729.10
Employee & Family	66	$2,966.47	7	$2,897.25	5	$2,134.69	66	$2,904.99	7	$3,010.64	5	$2,241.42
Estimated Monthly Premium	**$559,728**		**$91,264**		**$26,043**		**$548,133**		**$94,835**		**$27,345**	
Estimated Annual Premium	**$6,716,734**		**$1,095,164**		**$312,516**		**$6,577,590**		**$1,138,018**		**$328,145**	
Annual % Change From Current	**N / A**		**N / A**		**N / A**		**-2.1%**		**3.9%**		**5.0%**	
Annual $ Change From Current	**N / A**		**N / A**		**N / A**		**-$139,144**		**$42,854**		**$15,628**	
Total Estimated Monthly Premium	**$677,034**						**$670,313**					
Total Estimated Annual Premium	**$8,124,413**						**$8,043,752**					
Est Annual % Change From Current	**N/A**						**-1.0%**					
Est Annual $ Change From Current	**N/A**						**-$80,661**					

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	Current						Alternate					
	Aetna OA EPO (Elect Choice) EPO		Aetna OA POS (Managed Choice) OA MC		Aetna OA EPO (Elect Choice) EPO HSA		UHC EY9P EPO MOD EPO		UHC EY97 PPO MOD PPO		UHC EZCQ EPO MOD EPO HSA	
Benefits	**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**	
Coinsurance	90% / 10%		80% / 20%		90% / 10%		90% / 10%		80% / 20%		90% / 10%	
Deductible (DED) Type	Calendar Year		Calendar Year		Calendar Year Non-Embedded		Calendar Year		Calendar Year		Calendar Year Non-Embedded	
Individual DED	$750		$1,000		$3,200		$750		$1,000		$3,200	
Family DED	$1,500		$3,000		$3,200 per Person $6,400 per Family		$1,500		$3,000		$3,200 per Person $6,400 per Family	
Calendar Year Out-of-Pocket Maximum					Non-Embedded						Non-Embedded	
Individual	$4,500		$4,000		$4,500		$4,500		$4,000		$4,500	
Family	$9,000		$12,000		$4,500 per Person $9,000 per Family		$9,000		$12,000		$4,500 per Person $9,000 per Family	
Inclusions	DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx	
Preventive Care	No Charge		No Charge		No Charge		No Charge		No Charge		No Charge	
Primary Care Physician Office Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Specialist Office Visit	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Virtual Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Urgent Care	$50 Copay		$50 Copay		DED, then 10%		$50 Copay		$50 Copay		DED, then 10%	
Emergency Room	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$300 Copay		DED, then 10%	
Inpatient Hospital (facility services)	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient Hospital (facility services)	$250 Copay		DED, then 20%		DED, then 10%		$250 Copay		DED, then 20%		DED, then 10%	
Hospital / Surgical Physician Services	DED, then 10%		DED, then 20%		DED, then 10%		DED, then 10%		DED, then 20%		DED, then 10%	
Mental Health & Substance Abuse												
Inpatient	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Independent Lab and X-Ray - Outpatient												
Clinical Lab (Blood Work)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Diagnostic Testing (X-Rays)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Advanced Imaging (MRI, PET)	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$300 Copay		DED, then 10%	
Pharmacy Network	Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Adv PDL Natl		Adv PDL Natl		Adv PDL Natl	
Precription Drug List	Standard with Opt Out		Standard with Opt Out		Standard with Opt Out							
					Deductible, then:						Deductible, then:	
Tier 1	$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay	
Tier 2	$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay	
Tier 3	$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay	
Tier 4	Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs	
Mail Order	$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175		$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175	
Out-of-Network Benefits												
Deductible: Individual/Family	No Coverage Except for Emergency Services		$2,000 / $6,000		No Coverage Except for Emergency Services		No Coverage Except for Emergency Services		$2,000 / $6,000		No Coverage Except for Emergency Services	
Coinsurance			50% / 50%						50% / 50%			
Out-of-Pocket Max: Individual/Family			$8,000 / $24,000						$8,000 / $24,000			
Financials	**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**	
Employee Only	188	$1,059.45	47	$1,034.74	18	$762.38	188	$1,159.72	47	$1,142.67	18	$849.35
Employee & 1 member	72	$2,288.40	10	$2,235.02	1	$1,646.75	72	$2,504.98	10	$2,468.16	1	$1,834.59
Employee & Family	66	$2,966.47	7	$2,897.25	5	$2,134.69	66	$3,247.23	7	$3,199.49	5	$2,378.19
Estimated Monthly Premium	**$559,728**		**$91,264**		**$26,043**		**$612,703**		**$100,784**		**$29,014**	
Estimated Annual Premium	**$6,716,734**		**$1,095,164**		**$312,516**		**$7,352,437**		**$1,209,402**		**$348,166**	
Annual % Change From Current	**N / A**		**N / A**		**N / A**		**9.5%**		**10.4%**		**11.4%**	
Annual $ Change From Current	**N / A**		**N / A**		**N / A**		**$635,704**		**$114,239**		**$35,650**	
Total Estimated Monthly Premium	**$677,034**						**$742,500**					
Total Estimated Annual Premium	**$8,124,413**						**$8,910,006**					
Est Annual % Change From Current	**N/A**						**9.7%**					
Est Annual $ Change From Current	**N/A**						**$785,592**					

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	Current						Alternate					
	Aetna OA EPO (Elect Choice) EPO		Aetna OA POS (Managed Choice) OA MC		Aetna OA EPO (Elect Choice) EPO HSA		UHC EY2Q NHP HMO MOD NHP HMO		UHC EY2M NHP POS MOD POS		UHC EYZJ NHP HMO MOD HSA NHP HMO HSA	
Benefits	**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**		**In-Network**	
Coinsurance	90% / 10%		80% / 20%		90% / 10%		90% / 10%		80% / 20%		90% / 10%	
Deductible (DED) Type	Calendar Year		Calendar Year		Calendar Year Non-Embedded		Calendar Year		Calendar Year		Calendar Year Non-Embedded	
Individual DED	$750		$1,000		$3,200		$750		$500		$3,200	
Family DED	$1,500		$3,000		$3,200 per Person $6,400 per Family		$1,500		$1,000		$3,200 per Person $6,400 per Family	
Calendar Year Out-of-Pocket Maximum					Non-Embedded						Non-Embedded	
Individual	$4,500		$4,000		$4,500		$4,500		$3,500		$4,500	
Family	$9,000		$12,000		$4,500 per Person $9,000 per Family		$9,000		$7,000		$4,500 per Person $9,000 per Family	
Inclusions	DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx		DED, Coinsurance, Copays, and Rx	
Preventive Care	No Charge		No Charge		No Charge		No Charge		No Charge		No Charge	
Primary Care Physician Office Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$30 Copay		DED, then 10%	
Specialist Office Visit	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$60 Copay		DED, then 10%	
Virtual Visit	$20 Copay		$25 Copay		DED, then 10%		$20 Copay		$25 Copay		DED, then 10%	
Urgent Care	$50 Copay		$50 Copay		DED, then 10%		$50 Copay		$75 Copay		DED, then 10%	
Emergency Room	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$350 Copay		DED, then 10%	
Inpatient Hospital (facility services)	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient Hospital (facility services)	$250 Copay		DED, then 20%		DED, then 10%		$250 Copay		DED, then 20%		DED, then 10%	
Hospital / Surgical Physician Services	DED, then 10%		DED, then 20%		DED, then 10%		DED, then 10%		DED, then 20%		DED, then 10%	
Mental Health & Substance Abuse												
Inpatient	$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%		$200 Copay for first 5 days, then DED + 10%		DED, then 20%		DED, then 10%	
Outpatient	$40 Copay		$50 Copay		DED, then 10%		$40 Copay		$50 Copay		DED, then 10%	
Independent Lab and X-Ray - Outpatient												
Clinical Lab (Blood Work)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Diagnostic Testing (X-Rays)	No Charge		No Charge		DED, then 10%		No Charge		No Charge		DED, then 10%	
Advanced Imaging (MRI, PET)	$300 Copay		$300 Copay		DED, then 10%		$300 Copay		$350 Copay		DED, then 10%	
Pharmacy Network	Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Nat'l - Retail 90 expanded		Adv PDL Natl		Adv PDL Natl		Adv PDL Natl	
Precription Drug List	Standard with Opt Out		Standard with Opt Out		Standard with Opt Out							
					Deductible, then:						Deductible, then:	
Tier 1	$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay		$10 Copay	
Tier 2	$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay		$35 Copay	
Tier 3	$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay		$70 Copay	
Tier 4	Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost for generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs		Applicable cost to generic or brand drugs	
Mail Order	$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175		$25 / $87.50 / $175		$25 / $87.50 / $175		DED, then $25/$87.50/$175	
Out-of-Network Benefits												
Deductible: Individual/Family Coinsurance Out-of-Pocket Max: Individual/Family	No Coverage Except for Emergency Services		$2,000 / $6,000 50% / 50% $8,000 / $24,000		No Coverage Except for Emergency Services		No Coverage Except for Emergency Services		$2,000 / $4,000 60% / 40% $5,000 / $10,000		No Coverage Except for Emergency Services	
Financials	**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**	
Employee Only	188	$1,059.45	47	$1,034.74	18	$762.38	188	$927.39	47	$925.13	18	$683.57
Employee & 1 member	72	$2,288.40	10	$2,235.02	1	$1,646.75	72	$2,003.15	10	$1,998.27	1	$1,476.50
Employee & Family	66	$2,966.47	7	$2,897.25	5	$2,134.69	66	$2,596.70	7	$2,590.37	5	$1,914.00
Estimated Monthly Premium	**$559,728**		**$91,264**		**$26,043**		**$489,958**		**$81,596**		**$23,351**	
Estimated Annual Premium	**$6,716,734**		**$1,095,164**		**$312,516**		**$5,879,500**		**$979,157**		**$280,209**	
Annual % Change From Current	**N / A**		**N / A**		**N / A**		**-12.5%**		**-10.6%**		**-10.3%**	
Annual $ Change From Current	**N / A**		**N / A**		**N / A**		**-$837,234**		**-$116,007**		**-$32,307**	
Total Estimated Monthly Premium	**$677,034**						**$594,905**					
Total Estimated Annual Premium	**$8,124,413**						**$7,138,866**					
Est Annual % Change From Current	**N/A**						**-12.1%**					
Est Annual $ Change From Current	**N/A**						**-$985,548**					

City of North Miami Beach

Dental Market Study

	Results	Comments
Aetna	9.3% Increase	
Cigna	24.7% Above Current	Original Cigna Quote: 30% Above Current
UHC	30% Above Current	Final
Mutual of Omaha	DTQ	Due to lack of DHMO plan option with Mutual of Omaha

City of North Miami Beach

Dental

10/01/2026-09/30/2027

	Current				Renewal				Revised Alternate				Alternate			
	Aetna				Aetna				Cigna				UHC			
	DPPO		DHMO		DPPO		DHMO		DPPO		DHMO		DPPO (Options PPO 30)		DHMO (D1067)	
Benefits	**In-Network**	**Out-of-Network**	**In-Network**		**In-Network**	**Out-of-Network**	**In-Network**		**In-Network**	**Out-of-Network**	**In-Network**		**In-Network**	**Out-of-Network**	**In-Network**	
Deductible (DED) Type	Calendar Year	Calendar Year	Calendar Year		Calendar Year	Calendar Year	Calendar Year		Calendar Year	Calendar Year	Calendar Year		Calendar Year	Calendar Year	Calendar Year	
Individual DED	$50	$50	Not Applicable		$50	$50	Not Applicable		$50	$50	Not Applicable		$50	$50	Not Applicable	
Family DED	$150	$150	Not Applicable		$150	$150	Not Applicable		$150	$150	Not Applicable		$150	$150	Not Applicable	
Deductible (DED) applies to:	Basic & Major		**Primary Care Dentist Required		Basic & Major		**Primary Care Dentist Required		Basic & Major		**Primary Care Dentist Required		Basic & Major		**No Primary Care Dentist Required	
Annual Maximum	$2,000	$1,000	Unlimited		$2,000	$1,000	Unlimited		$2,000	$2,000	Unlimited		$2,000	$1,000	Unlimited	
Claims Payment Basis	Negotiated Fee	90% UCR	Copay schedule		Negotiated Fee	90% UCR	Copay schedule		Negotiated Fee	90% UCR	Copay schedule		Negotiated Fee	90% UCR	Copay schedule	
Type 1: Preventive Services	100%	80%	See Copay Schedule		100%	80%	See Copay Schedule		100%	80%	See Copay Schedule		100%	80%	See Copay Schedule	
Type 2: Basic Services	80%	60%	See Copay Schedule		80%	60%	See Copay Schedule		80%	60%	See Copay Schedule		80%	60%	See Copay Schedule	
Type 3: Major Services	50%	40%	See Copay Schedule		50%	40%	See Copay Schedule		50%	40%	See Copay Schedule		50%	40%	See Copay Schedule	
Type 4: Orthodontics																
Appliances & Related Services	50%	50%	See Copay Schedule		50%	50%	See Copay Schedule		50%	50%	See Copay Schedule		50%	50%	See Copay Schedule	
Lifetime Maximum	$1,000		Not Applicable		$1,000		Not Applicable		$1,000		Not Applicable		$1,000		Not Applicable	
Age Limitation	Child & Adult		For adults and children		Child & Adult		For adults and children		Child & Adult		For adults and children		Child & Adult		For adults and children	
Oral Surgery	Basic		See Copay Schedule		Basic		See Copay Schedule		Basic		See Copay Schedule		Basic		See Copay Schedule	
Endodontics / Periodontics	Basic		See Copay Schedule		Basic		See Copay Schedule		Basic		See Copay Schedule		Basic		See Copay Schedule	
Implants	50%	40%	Covered		50%	40%	Covered		50%	40%	Covered		50%	40%	Covered	
Rollover Benefit	Includes Maximum Reward Increase		Not Available		Includes Maximum Reward Increase		Not Available		Includes Progressive Plan		Not Available		Included		Not Available	
Late Entrant Penalties	None		None		None		None		50% on Class 3 & 4 (Waived for		None		None		None	
Waiting Period for Timely Entrants	12 months Basic, Major & Orthodontia		12 months Basic, Major & Orthodontia		12 months Basic, Major & Orthodontia		12 months Basic, Major & Orthodontia		None		None		None		None	
Rate Guarantee	1 Year (until 9/30/2026)		1 Year (until 9/30/2026)		1 Year (Until 9/30/2027)		1 Year (Until 9/30/2027)		1 Year (Until 9/30/2027)		1 Year (Until 9/30/2027)		1 Year (Until 9/30/2027)		1 Year (Until 9/30/2027)	
Participation Requirements	30% of total eligible lives		30% of total eligible lives		30% of total eligible lives		30% of total eligible lives		25% of total elgible		10 Enrolled		3 Employees		2 Employees	
Financials	**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**	
Employee Only	175	$45.25	85	$13.43	175	$49.73	85	$14.22	175	$57.80	85	$14.22	175	$60.95	85	$13.43
Employee & One Dependent	56	$88.26	31	$24.34	56	$97.00	31	$25.78	56	$112.75	31	$25.78	56	$118.88	31	$24.34
Employee & Family	42	$131.89	28	$38.63	42	$144.95	28	$40.91	42	$168.48	28	$40.91	42	$177.65	28	$38.62
Estimated Monthly Premium	**$18,400.69**		**$2,977.73**		**$20,222.65**		**$3,153.36**		**$23,505.16**		**$3,153.36**		**$24,784.83**		**$2,977.45**	
Estimated Annual Premium	**$220,808.28**		**$35,732.76**		**$242,671.80**		**$37,840.32**		**$282,061.92**		**$37,840.32**		**$297,417.96**		**$35,729.40**	
Est Annual % Change From Current	N/A		N/A		9.9%		5.9%		27.7%		5.9%		34.7%		0.0%	
Est Annual $ Change From Current	N/A		N/A		**$21,863.52**		**$2,107.56**		**$61,253.64**		**$2,107.56**		**$76,609.68**		-$3.36	
Total Estimated Monthly Premium	**$21,378.42**				**$23,376.01**				**$26,658.52**				**$27,762.28**			
Total Estimated Annual Premium	**$256,541.04**				**$280,512.12**				**$319,902.24**				**$333,147.36**			
Total Est Annual % Change From Current	N/A				9.3%				24.7%				29.9%			
Total Est Annual $ Change From Current	N/A				**$23,971.08**				**$63,361.20**				**$76,606.32**			

City of North Miami Beach

Vision Market Study

	Results	Comments
Aetna	In Rate Guarantee	
Cigna	7.5% Under Current	
UHC	40% Above Current	
Mutual of Omaha	DTQ	

City of North Miami Beach

Vision

10/01/2026-09/30/2027

	Current		Renewal		Alternate		Alternate	
	Aetna Vision		Aetna Vision		Cigna Vision		UHC Vision	
Benefits	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Eye Examinations							Date of Service	
Deductible / Copay	$10	$0	$10	$0	$10	$0	$10	$0
Allowance	Covered after Copay	$32	Covered after Copay	$32	Covered after Copay	$42	Covered after Copay	$40
Frequency	Once every 12 months		Once every 12 months		Once every 12 months		Once every 12 months	
Frames								
Deductible / Copay	$0	$0	$0	$0	$0	$0	$10	$0
Allowance	$130 + 20% off balance	$65	$130 + 20% off balance	$65	$130 + 20% off balance	$71	$130 + 30% off balance	$45
Frequency	One set every 24 months		One set every 24 months		One set every 24 months		One set every 24 months	
Lenses								
Deductible / Copay	$10	$0	$10	$0	$10	$0	$10	$0
Allowance								
Single	Covered after Copay	$25	Covered after Copay	$25	Covered after Copay	$32	Covered after Copay	$40
Bifocal	Covered after Copay	$40	Covered after Copay	$40	Covered after Copay	$55	Covered after Copay	$60
Trifocal	Covered after Copay	$64	Covered after Copay	$64	Covered after Copay	$65	Covered after Copay	$80
Lenticular	Covered after Copay	$64	Covered after Copay	$64	Covered after Copay	$80	Covered after Copay	$80
Frequency	One pair every 12 months		One pair every 12 months		One pair every 12 months		One pair every 12 months	
Contacts								
Deductible / Copay	$0	$0	$0	$0	$0	$0	$10	$0
Allowance								
Medically Necessary	Covered in Full	$200	Covered in Full	$200	Covered in Full	$210	Covered in Full	$210
Elective	$130	$104	$130	$104	$130	$105	$130	$105
Frequency	Once every 12 months in lieu of glasses		Once every 12 months in lieu of glasses		Once every 12 months in lieu of glasses		Once every 12 months in lieu of glasses	
Rate Guarantee	3 Years (10/1/2024-9/30/2028)		2 Years (10/1/2026-9/30/2028)		2 Years (10/1/2026-9/30/2028)		3 Years (10/1/2026-9/30/2029)	
Participation Requirements					15% Participation		None	
Financials	**Enrolled**		**Enrolled**		**Enrolled**		**Enrolled**	
Employee Only	214	$5.44	214	$5.44	214	$5.03	214	$7.63
Employee & 1	76	$10.34	76	$10.34	76	$9.57	76	$14.50
Employee & Family	60	$15.10	60	$15.10	60	$13.97	60	$21.17
Estimated Monthly Premium	**$2,856.00**		**$2,856.00**		**$2,641.94**		**$4,005.02**	
Estimated Annual Premium	**$34,272.00**		**$34,272.00**		**$31,703.28**		**$48,060.24**	
Est Annual % Change From Current	**N/A**		**0.0%**		**-7.5%**		**40.2%**	
Est Annual $ Change From Current	**N/A**		**$0.00**		**-$2,568.72**		**$13,788.24**	

City of North Miami Beach

Basic Life with AD&D Market Study

	Results	Comments
Mutual of Omaha	No Change	Rate Guarantee through 9/30/2028

City of North Miami Beach
Basic Life with AD&D
10/01/2026-09/30/2027

		Current						Renewal					
		Mutual of Omaha						Mutual of Omaha					
Benefits		Basic Life with AD&D						Basic Life with AD&D					
Class Definition		Class 1: Contracted Managers, Charter Officers, Senior Management, Water Plant Management	Class 2: Elected Officials and Prior Council	Class 3: All other Full Time Employees including Water Plant Customer Service Employees	Class 4: Retirees $30,000	Class 5: Retirees $20,000	Class 6: Retirees $10,000	Class 1: Contracted Managers, Charter Officers, Senior Management, Water Plant Management	Class 2: Elected Officials and Prior Council	Class 3: All other Full Time Employees including Water Plant Customer Service Employees	Class 4: Retirees $30,000	Class 5: Retirees $20,000	Class 6: Retirees $10,000
Life Amount		2 x Annual Salary up to $200,000	$30,000	1 x Annual Salary up to $100,000	$30,000	$20,000	$10,000	2 x Annual Salary up to $200,000	$30,000	1 x Annual Salary up to $100,000	$30,000	$20,000	$10,000
AD&D Amount		Matches Life Amount	Matches Life Amount	Matches Life Amount	Not Available	Not Available	Not Available	Matches Life Amount	Matches Life Amount	Matches Life Amount	Not Available	Not Available	Not Available
Reductions		To 25% at Age 75 To 15% at Age 80	To 25% at Age 75 To 15% at Age 80	To 25% at Age 75 To 15% at Age 80	No Reductions	No Reductions	No Reductions	To 25% at Age 75 To 15% at Age 80	To 25% at Age 75 To 15% at Age 80	To 25% at Age 75 To 15% at Age 80	No Reductions	No Reductions	No Reductions
Portability / Conversion		Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Rate Guarantee		3 Years (10/1/2025 - 9/30/2028)						2 Years (10/1/2026 - 9/30/2028)					
Participation Requirements		100% Employer Paid						100% Employer Paid					
Financials		**Rates per $1,000**						**Rates per $1,000**					
Life Volume	$36,466,950	$0.31						$0.31					
AD&D Volume	$32,346,950	$0.02						$0.02					
Total Rate Per $1,000		**$0.33**						**$0.33**					
Estimated Monthly Premium		**$11,951.69**						**$11,951.69**					
Estimated Annual Premium		**$143,420.32**						**$143,420.32**					
Est Annual % Change From Current		**N/A**						**0.0%**					
Est Annual $ Change From Current		**N/A**						**$0.00**					

City of North Miami Beach

Voluntary Life/AD&D Market Study

	Results	Comments
Mutual of Omaha	No Change	In Rate Guarantee through 9/30/2028

City of North Miami Beach
Voluntary Life/AD&D
10/01/2026-09/30/2027

	Current		Renewal	
	Mutual of Omaha		Mutual of Omaha	
Benefits	**Voluntary Life/AD&D**		**Voluntary Life/AD&D**	
Class Definition	Class 1: Contracted Managers Class 2: Senior Management Class 3: Elected Officials Class 4: All other FTE's Class 8: Water Plant Management Class 9: Water Plant Cust Service		Class 1: Contracted Managers Class 2: Senior Management Class 3: Elected Officials Class 4: All other FTE's Class 8: Water Plant Management Class 9: Water Plant Cust Service	
Employee Minimum	$10,000		$10,000	
Employee Increment Amount	$10,000		$10,000	
Employee Maximum	10x Annual Salary up to $500,000		10x Annual Salary up to $500,000	
Employee Guarantee Issue	10x Annual Salary up to $150,000		10x Annual Salary up to $150,000	
Spouse Minimum	$10,000		$10,000	
Spouse Increment Amount	$10,000		$10,000	
Spouse Maximum	100% of EE up to $250,000		100% of EE up to $250,000	
Spouse Guarantee Issue	100% of EE up to $50,000		100% of EE up to $50,000	
Child(ren) Amount	Ages 14 days to 26 years: $5,000 or $10,000		Ages 14 days to 26 years: $5,000 or $10,000	
Reductions	To 65% at Age 65 To 40% at Age 70 To 25% at Age 75 To 15% at age 80 Spouse coverage terms at EE age 70		To 65% at Age 65 To 40% at Age 70 To 25% at Age 75 To 15% at age 80 Spouse coverage terms at EE age 70	
AD&D	Same amount as Life For Employee, Spouse & Child		Same amount as Life For Employee, Spouse & Child	
Portability / Conversion	Included		Included	
Spouse Rate based on	Employee's age as of plan year renewal date		Employee's age as of plan year renewal date	
Rate Guarantee	3 Years (10/1/2025 - 9/30/2028)		2 Years (10/1/2026 - 9/30/2028)	
Participation Requirements	Greater of 5 lives or 34%		Greater of 5 lives or 34%	
True OE	Mutual will grandfather in existing benefits New Enrollees will be offered a One-Time True OE After, annual increase up to $10k for EE without GI		Mutual will grandfather in existing benefits New Enrollees will be offered a One-Time True OE After, annual increase up to $10k for EE without GI	
Financials	**Rates per $1,000**		**Rates per $1,000**	
Rates	Age Banded		Age Banded	
Age	**Volume**	**Rates per $1,000**	**Volume**	**Rates per $1,000**
>25	$790,000.00	$0.080	$790,000.00	$0.080
25-29	$2,550,000.00	$0.080	$2,550,000.00	$0.080
30-34	$6,040,000.00	$0.095	$6,040,000.00	$0.095
35-39	$3,720,000.00	$0.126	$3,720,000.00	$0.126
40-44	$3,770,000.00	$0.179	$3,770,000.00	$0.179
45-49	$5,470,000.00	$0.286	$5,470,000.00	$0.286
50-54	$4,000,000.00	$0.489	$4,000,000.00	$0.489
55-59	$580,000.00	$0.752	$580,000.00	$0.752
60-64	$630,000.00	$1.185	$630,000.00	$1.185
65-69	$246,175.00	$2.678	$246,175.00	$2.678
70-100	$171,500.00	$5.084	$171,500.00	$5.084
Child Life	$1,140,000.00	$0.126	$1,140,000.00	$0.126
Employee & Spouse AD&D	$27,967,675.00	$0.025	$27,967,675.00	$0.025
Child AD&D	$1,140,000.00	$0.020	$1,140,000.00	$0.020
Estimated Monthly Premium	$9,084		$9,084	
Estimated Annual Premium	$109,014		$109,014	
Est Annual % Change From Current	**N/A**		0.0%	
Est Annual $ Change From Current	**N/A**		$0.00	

	Results	Comments
Mutual of Omaha		No Change

City of North Miami Beach

Long-Term Disability

10/01/2026-09/30/2027

	Current	Renewal
	Mutual of Omaha	Mutual of Omaha
Benefits	**Long-Term Disability**	**Long-Term Disability**
Class Definition	Class 1: Contracted Managers	Class 1: Contracted Managers
Elimination Period	90 days	90 days
Benefit Percentage of Income	66.7%	66.7%
Minimum Monthly Benefit	$100	$100
Maximum Monthly Benefit	$6,000	$6,000
Own Occupation Definition	24 months	24 months
Maximum Benefit Duration	RBD to SSNRA	RBD to SSNRA
Pre-Existing Condition Exclusion	3 / 12	3 / 12
Employer Contribution	100%	100%
Rate Guarantee	1 Year (10/1/2025-9/30/2026)	1 Year (10/1/2026-9/30/2027)
Participation Requirements	100%, 2 employees	100%, 2 employees
Covered Payroll	**Rate per $100**	**Rate per $100**
$18,000	$0.45	$0.45
Estimated Monthly Premium	**$81.00**	**$81.00**
Estimated Annual Premium	**$972.00**	**$972.00**
Est Annual % Change From Current	**N/A**	**0.0%**
Est Annual $ Change From Current	**N/A**	**$0.00**

City of North Miami Beach

Voluntary Long-Term Disability Market Study

	Results	Comments
Mutual of Omaha	No Change	In Rate Guarantee through 9/30/2028

City of North Miami Beach

Voluntary Long-Term Disability

10/01/2026-09/30/2027

	Current		Renewal	
	Mutual of Omaha		Mutual of Omaha	
Benefits	**Voluntary Long-Term Disability**		**Voluntary Long-Term Disability**	
Class Definition	Class 2: Senior Management Class 3: Elected Officials Class 4: All other FTE's Class 8: Water Plant Mgmt Class 9: Water Plant Cust Serv		Class 2: Senior Management Class 3: Elected Officials Class 4: All other FTE's Class 8: Water Plant Mgmt Class 9: Water Plant Cust Serv	
Elimination Period	120 days		120 days	
Benefit Percentage of Income	60%		60%	
Minimum Monthly Benefit	$100		$100	
Maximum Monthly Benefit	$5,000		$5,000	
Own Occupation Definition	2 Years		2 Years	
Maximum Benefit Duration	To SSNRA		To SSNRA	
Pre-Existing Condition Exclusion	3 / 12		3 / 12	
Employer Contribution	0%, Voluntary		0%, Voluntary	
Rate Guarantee	3 Years (10/1/2025 - 9/30/2028)		2 Years (10/1/2026 - 9/30/2028)	
Participation Requirements	25% eligible employees		25% eligible employees	
Age	**Volume**	**Rates per $100**	**Volume**	**Rates per $100**
15-19	$0	$0.12	$0	$0.12
20-24	$19,697	$0.16	$19,697	$0.16
25-29	$43,676	$0.19	$43,676	$0.19
30-34	$57,524	$0.27	$57,524	$0.27
35-39	$63,036	$0.36	$63,036	$0.36
40-44	$33,787	$0.57	$33,787	$0.57
45-49	$48,060	$0.87	$48,060	$0.87
50-54	$39,374	$1.23	$39,374	$1.23
55-59	$6,520	$1.23	$6,520	$1.23
60-64	$19,208	$1.23	$19,208	$1.23
65-69	$2,943	$1.23	$2,943	$1.23
70-99	$9,885	$1.23	$9,885	$1.23
Estimated Monthly Premium	**$2,065.99**		**$2,065.99**	
Estimated Annual Premium	**$24,791.90**		**$24,791.90**	
Est Annual % Change From Current	**N/A**		**0.0%**	
Est Annual $ Change From Current	**N/A**		**$0.00**	

City of North Miami Beach

Accident Insurance Market Study

	Results	Comments
Mutual of Omaha	No Change	In Rate Guarantee through 9/30/2028

City of North Miami Beach

Accident Insurance

10/01/2026-09/30/2027

	Current		Renewal	
	Mutual of Omaha		Mutual of Omaha	
Benefits	Accident		Accident	
Coverage Type	On and Off-Job		On and Off-Job	
AD&D Benefit Amounts				
Employee	$50,000		$50,000	
Spouse	$25,000		$25,000	
Child	$5,000		$5,000	
Features				
Accident Emergency Room Treatment	$300		$300	
Ambulance (Air / Ground)	$2,000 / $600		$2,000 / $600	
Initial Physician Visit	$150		$150	
Follow Up Physician visit	$150/visit up to 6 visits		$150/visit up to 6 visits	
Hospital Admission	$2,000		$2,000	
Hospital Confinement	$500/day up to 365 days/accident		$500/day up to 365 days/accident	
Surgery	Schedule up to $3,500		Schedule up to $3,500	
Diagnostic	Schedule up to $300		Schedule up to $300	
Dental	Schedule up to $300		Schedule up to $300	
Fracture	Schedule up to $9,000		Schedule up to $9,000	
Wellness Benefit	$100 per year		$100 per year	
Age Reduction	Dependent: Birth to Age 26 Employee: 50% at age 70 Terminates at Age 80		Dependent: Birth to Age 26 Employee: 50% at age 70 Terminates at Age 80	
Rate Guarantee	3 Years (10/1/2025 - 9/30/2028)		2 Years (10/1/2026 - 9/30/2028)	
Participation Requirements	23% of eligible employees		23% of eligible employees	
Financials	**Enrolled**	**Rates**	**Enrolled**	**Rates**
Employee Only	69	$10.40	69	$10.40
Spouse	16	$16.80	16	$16.80
Child(ren)	12	$17.60	12	$17.60
Employee & Family	17	$24.00	17	$24.00
Estimated Monthly Premium	**$1,605.60**		**$1,605.60**	
Estimated Annual Premium	**$19,267.20**		**$19,267.20**	
Est Annual % Change From Current	**N/A**		**0.0%**	
Est Annual $ Change From Current	**N/A**		**$0.00**	

	Results	Comments
Mutual of Omaha	No Change	In Rate Guarantee through 9/30/2028

City of North Miami Beach

Critical Illness Insurance

10/01/2026-09/30/2027

	Current				Renewal			
	Mutual of Omaha				Mutual of Omaha			
Benefits	Critical Illness				Critical Illness			
Employee Minimum	$10,000				$10,000			
Employee Increment Amount	$10,000				$10,000			
Employee Maximum	$30,000				$30,000			
Employee Guarantee Issue	$30,000				$30,000			
Spouse Minimum	$10,000				$10,000			
Spouse Increment Amount	$10,000				$10,000			
Spouse Maximum	100% of Employee up to $30,000				100% of Employee up to $30,000			
Spouse Guarantee Issue	$30,000				$30,000			
Child(ren) Amount	50% of employee up to $15,000				50% of employee up to $15,000			
Reductions	None				None			
Features	Percentage of Coverage Amount				Percentage of Coverage Amount			
Heart / Circulatory								
Heart Attack, Heart Failure or Stroke	100%				100%			
Coronary Arteriosclerosis	25-50% of benefit				25-50% of benefit			
Organ								
Organ Failure or Kidney Failure	100%				100%			
Cancer								
Cancer (Invasive)	100%				100%			
Carcinoma in Situ	25%				25%			
Benign Brain Tumor	100%				100%			
Cancer Vaccine Benefit	$100 per year				$100 per year			
Pre-Existing Condition Limitation	None				None			
Spouse's Rate based on	Employee's Age - Attained Age				Employee's Age - Attained Age			
Child Coverage	Included at no cost				Included at no cost			
Rate Guarantee	3 Years (10/1/2025 - 9/30/2028)				2 Years (10/1/2026 - 9/30/2028)			
Participation Requirements	11% of eligible employees				11% of eligible employees			
Financials	**EE Volume**	**EE Rates Per $1K**	**SP Volume**	**SP Rates Per $1K**	**EE Volume**	**EE Rates Per $1K**	**SP Volume**	**SP Rates Per $1K**
Under age 30	$170,000	$0.22	$10,000	$0.22	$170,000	$0.22	$10,000	$0.22
30-39	$310,000	$0.39	$95,000	$0.39	$310,000	$0.39	$95,000	$0.39
40-49	$310,000	$0.87	$57,500	$0.87	$310,000	$0.87	$57,500	$0.87
50-59	$245,000	$1.71	$92,500	$1.71	$245,000	$1.71	$92,500	$1.71
60-69	$70,000	$2.70	$72,500	$2.70	$70,000	$2.70	$72,500	$2.70
70+	$30,000	$4.64	$12,500	$4.64	$30,000	$4.64	$12,500	$4.64
Estimated Monthly Premium	**$1,678.72**				**$1,678.72**			
Estimated Annual Premium	**$20,144.64**				**$20,144.64**			
Est Annual % Change From Current	**N/A**				**0.0%**			
Est Annual $ Change From Current	**N/A**				**$0.00**			

	Results	Comments
Mutual of Omaha	No Change	In Rate Guarantee through 9/30/2028

City of North Miami Beach

Hospital Indemnity Insurance

10/01/2026-09/30/2027

	Current		Renewal	
	Mutual of Omaha		Mutual of Omaha	
Benefits	**Hospital Indemnity**		**Hospital Indemnity**	
Class Definition	All Eligible Full-Tine Employees		All Eligible Full-Tine Employees	
Features				
Hospital Admission	$2,000 per admission, max of 1 per policy year		$2,000 per admission, max of 1 per policy year	
Emergency Room / Urgent Care Facility	$200 per day to a max of 1 day per year for each (No UC)		$200 per day to a max of 1 day per year for each (No UC)	
Outpatient Surgical				
Category 1	$100 Physician Office		$100 Physician Office	
Category 2	$500 Hospital or ASC		$500 Hospital or ASC	
Time Limits	Limited to 1 per policy year		Limited to 1 per policy year	
Diagnostic Tests:	$100 per test to a max of 1 per year		$100 per test to a max of 1 per year	
Pre-Existing Condition Exclusion	None Coverage ends when employee reaches age 80		None Coverage ends when employee reaches age 80	
Rate Guarantee	3 Years (10/1/2025 - 9/30/2028)		2 Years (10/1/2026 - 9/30/2028)	
Contributions	Voluntary		Voluntary	
Participation Requirements				
Financials	**Enrolled**	**Rates**	**Enrolled**	**Rates**
Employee Only	47	$22.21	47	$22.21
Employee & Spouse	11	$38.14	11	$38.14
Employee & Child(ren)	4	$38.14	4	$38.14
Employee & Family	4	$64.51	4	$64.51
Estimated Monthly Premium	**$1,873.98**		**$1,873.98**	
Estimated Annual Premium	**$22,487.81**		**$22,487.81**	
Est Annual % Change From Current	**N/A**		**0.0%**	
Est Annual $ Change From Current	**N/A**		**$0.00**	

City of North Miami Beach

Leave Management Programs

10/01/2026-09/30/2027

	Results	Comments
Mutual of Omaha	$1.76 PEPM - FMLA $1.23 PEPM ADA Expert (ADA Leave Administration with Coaching) $1.83 PEPM ADA Comprehensive - (ADA Leave Administration and Workplace Accommodation Tracking with Coaching) $0.08 PEPM per leave type - Add'l leave tracking	90-Day implementation time

City of North Miami Beach

EAP

10/01/2026-09/30/2027

	Current	
	Mutual of Omaha EAP Included with Basic Life	
Number of Visits	6 counseling sessions with EAP provider - includes Face-to-Face, Telephonic, or Televideo	
Worklife Services	Employees are able to substitute one counseling session for a legal consultation with an attorney. Additional visits available at 25% discount	
Chat Counseling	Not Available	
Standard Critical Incident Support	Fee For Service	
Immediate Critical Incident On-Site Support	Fee For Service	
Management Consultation	Included	
Mandatory Referrals	Included	
Webinar Training and Education Sessions	Fee For Service	
Onsite Training and Education Sessions	Fee For Service	
	Enrolled	**Rates**
PEPM		No Cost
Estimated Monthly Premium	**$0.00**	
Estimated Annual Premium	**$0.00**	

Disclosures

NOTICE OF IMPORTANT INFORMATION RELATING TO BROKERAGE SERVICES, COMPENSATION AND PRIVACY

To Our Valued Clients:

Corporate Synergies Group, LLC (CSG) is committed to following best practices, the highest standards of business ethics and integrity, and complying with the laws and regulations governing its operations. CSG is required to provide our clients with information about some of our legal obligations. Below are several important items of which you should be aware:

A. CSG's Role. As you know, CSG is your broker, not the carrier's agent, in negotiating your policy, obtaining orders and information from carriers, or providing you with a Proposal (as described below).

B. Proposal. At certain appropriate times, CSG will provide you with a Proposal. A Proposal contains information received from carriers and is intended for illustrative purposes only and provides only summaries of the programs described.

C. General Information. To the best of CSG's knowledge and efforts, the Proposal is truthful and correct. If discrepancies exist between the Proposal, CSG's advice regarding a carrier's quote, and the carrier's policy, the policy issued by the carrier will govern. All products are subject to the carrier's underwriting requirements. All benefits payable are subject to the terms and conditions of the policy, including benefit durations, limitations and exclusions. Not all benefits and exclusions are covered in every state. Please consult the policy form and outline of coverage for details.

D. Carrier Information. The information contained in the Proposal is provided by the named carrier(s), not by CSG. Any errors or omissions in the information provided to CSG by you or by the carrier are not CSG's responsibility. If the carrier fails to provide you with any insurance coverage described in its Proposal or otherwise, then CSG has no responsibility for any resulting damages. Similarly, CSG assumes no liability for any claims, losses, or damages resulting from the use, inability to use, or the results of use of the carrier's Proposal or the material or information contained therein. Representations of past performance are not a guarantee that similar results will be achieved in the future. CSG also disclaims liability for any consequential, special, incidental or indirect damages resulting from the carrier's Proposal. CSG has no liability with respect to carrier supplied information in the Proposal.

E. Websites. The Proposal may provide references to independent websites. This information is provided solely as a convenience to you. CSG is not responsible for the content of any of these websites

F. Broker Compensation. CSG believes that its clients should have an understanding of how CSG is compensated. In most cases, CSG is compensated by fees paid by the client and/or by commissions paid directly to CSG by the insurance carriers. A written agreement ("Broker Consulting Services Agreement") between the parties will detail the services to be provided. Compensation, in the form of commission, can range between 3% and 6% of premium for medical plans and from 5% to 15% of premium for life insurance, AD&D, dental, STD and LTD and other ancillary lines. Commissions and fees depend upon the size and complexity of the particular account, state location(s) of risk, the services provided, insurance carriers involved and other factors.

The compensation payable to CSG includes all brokerage services, insurance placements and the cost of any services selected by you and contained in either the written agreement with the client or described in the Proposal. Compensation is subject to change based upon the actual services chosen by you. In some cases, the compensation payable to CSG is detailed in the Form 5500, in either Schedule A or Schedule C, for those clients subject to reporting for ERISA, and in the Proposal that may be delivered to you, if applicable. Schedules A/C are typically supplied directly by the carrier to CSG's clients. Additional information on commission payments and fee schedules for any particular account will be provided upon request.

G. Pricing of Services. CSG provides you with services related to employee benefits that are paid for out of commissions or subject to service fees. We reserve the right to make changes to these services at the policy anniversary for the associated insurance policies or in the event any such changes are required by applicable federal, state or local laws.

H. Other Compensation. CSG also receives from carriers additional compensation, bonuses/overrides and in some cases non-monetary compensation such as travel and gratuities related to business activities. In some cases, this compensation is directly attributed to each employer or, in some cases, it is the overall block of new and renewal business that relates to CSG's production with that carrier based on factors dictated by a carrier. Typically these factors include new business production and renewal persistency. CSG will never place its own financial interest ahead of its clients' interests in determining the best available insurance product or service for its clients.

I. Sharing of Proposal. CSG retains all proprietary rights to material and information we develop. Except for duplicating the information for your in-house professional review, the Proposal material and information may not be reproduced, transmitted, distributed or displayed without the prior written consent of CSG.

J. Contacting CSG. Your questions or comments about this Notice may be directed to:

Corporate Synergies Group, LLC.
Attn: Director of Commissions and Licensing
2 Aquarium Drive, Suite 200
Camden, NJ 08103

Consent Agenda
12.16.

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:	Greenspoon Marder LLP, City Attorney
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-115 Aventura Rehab & Nursing Center (Sponsored by City Attorney)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. R2023-120 TO REMOVE THE LANGUAGE RESTRICTING THE USE OF THE WORD "AVENTURA" IN THE PROJECT NAME AND WEBSITE ADDRESS; 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, Aventura Rehab & Nursing (the "Facility") has been in operation in the City of North Miami Beach (the "City") for greater than fifty (50) years; and

WHEREAS, more recently, the Facility was purchased by Aventura SNF LLC ("Owner") who has also undertaken the acquisition and improvement of the adjacent parcel located at 1800 NE 168th Street (the "Project"); and

WHEREAS, in connection with the development of the Project, Owner requested approval of a special limited conditional use application, site plan and seven non-use variances from the City, and such requests were approved by the City pursuant to Resolution No. 2023-120 (the "Initial Resolution"); and

WHEREAS, that pursuant to subsection 9 of the Initial Resolution's General Conditions, among other restrictions, Owner is prohibited from using the word "Aventura" in the project name or website address; and

WHEREAS, given the goodwill embodied in the name of the Facility considering its decades' long presence in the City, the Owner is now desirous of amending the Initial Resolution to allow the use of the word "Aventura" in the Project name and website address and has requested the City Attorney's office to present their requested amendment to the City Commission; and

WHEREAS, the Mayor and City Commission hereby find that it is in the best interest of the City to amend Resolution No. R2023-120 to allow for the use of the word "Aventura" in the Project and website name.

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 Mayor and the City Commission hereby approve the amendment of Resolution No. 2023-120 to remove the language prohibiting the use of the word "Aventura" in the Project name and website address.

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 THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of August 2026**.

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: Office of the City Attorney

Consent Agenda
12.17.

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:	Mayor Michael Joseph & Commissioner Fortuna Smukler
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-116 Affirming the City's Commitment to Combating Antisemitism (Mayor Michael Joseph & Commissioner Fortuna Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH AFFIRMING THE CITY'S COMMITMENT TO COMBAT ANTISEMITISM AND ADOPTING THE INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE (IHRA) WORKING DEFINITION OF ANTISEMITISM; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, antisemitism, including harassment and discrimination based on actual or perceived Jewish identity, ancestry, ethnicity, or faith, remains a persistent and growing concern in communities across the United States; and

WHEREAS, according to the most recent Federal Bureau of Investigation (FBI) Hate Crime Statistics Report, anti-Jewish hate crimes consistently represent the majority of religion-based hate crimes in the United States; and

WHEREAS, antisemitic incidents in the United States have reached historic levels in recent years, including threats and attacks directed at Jewish students, houses of worship, and community institutions; and

WHEREAS, antisemitism undermines public safety, destabilizes community cohesion, and erodes trust in civic institutions; and

WHEREAS, local governments have a responsibility to protect all residents from bias-motivated harassment, discrimination, and violence; and

WHEREAS, the safety and dignity of one community strengthens the safety and dignity of all communities, and combating antisemitism advances the City's broader commitment to equal protection and civil rights; and

WHEREAS, effective monitoring, investigation, and policymaking require clear, consistent, and widely accepted definitions; and

WHEREAS, in May 2016, the International Holocaust Remembrance Alliance (IHRA), by consensus of its member states, adopted the Working Definition of Antisemitism, including eleven contemporary examples, which has become the internationally recognized framework used by governments and institutions worldwide; and

WHEREAS, the IHRA Working Definition of Antisemitism provides practical guidance for identifying contemporary manifestations of antisemitism; and

WHEREAS, the IHRA Working Definition of Antisemitism has been adopted, endorsed and utilized by the United States Department of State, the United States Department of Education, numerous U.S. states, municipalities, and law enforcement agencies across the country for monitoring, training, legislative, and educational purposes; and

WHEREAS, adoption of the IHRA Working Definition of Antisemitism serves as an educational and analytical tool and does not infringe upon rights protected under the First Amendment of the United States Constitution; 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.

RESOLVED, the City of North Miami Beach unequivocally condemns antisemitism in all its forms and rejects the normalization of antisemitic rhetoric, stereotypes, harassment, discrimination, or violence; and it is further

RESOLVED, that the City of North Miami Beach hereby adopts the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism, including its eleven contemporary examples, as a non-binding educational and analytical framework to guide municipal training, policy development, and incident assessment with respect to antisemitism; and it is further

RESOLVED, that all relevant municipal departments, including law enforcement, human rights, and community relations offices, shall incorporate the IHRA Working Definition of Antisemitism into employee training, nondiscrimination policies, and procedures for responding to antisemitic incidents; and it is further

RESOLVED, that the City encourages accurate reporting of antisemitic incidents and directs relevant departments to ensure that data collection practices allow for proper identification of antisemitic bias consistent with the IHRA Working Definition of Antisemitism; and it is further

RESOLVED, that the City commits to continued engagement with Jewish community organizations, educational institutions, and interfaith partners to strengthen collaboration and proactive prevention efforts; and it is further

RESOLVED, that nothing in these resolutions shall be construed to diminish constitutionally protected speech or lawful expression; and it is further

RESOLVED, that the City Manager (or designated official) shall provide an implementation update to the Mayor and City Council within twelve (12) months outlining actions taken pursuant to these resolutions, including any training conducted, policy updates implemented, and improvements made to data collection practices.

Section 2. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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 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.

[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the Mayor and City Commission of the City of North Miami Beach, Florida at this regular meeting assembled on this **27th day of August 2026**.

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 ATTORNEY

Sponsored by Mayor Michael Joseph & Co-Sponsored by Commissioner Fortuna Smukler

Quasi-Judicial Legislation
13.1.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-117 Prestige Motor Imports Conditional Use (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution

City of North Miami Beach

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 354-4456

City Commission Staff Report		
Meeting: 08/18/2026	**File No:** 26-06	**Application Name:** Prestige Motor Imports Parking

General Data
Applicant: Ballbe and Associates on behalf of Prestige Imports Outparcel 2, LLC ("Applicant")
Property Owner: Prestige Import, LLC
Property Address: 15090 Biscayne Boulevard
Property Size: 24,102 sq. ft. (0.55 acres)
Folio Number: 07-2221-007-0120
FLUM: Business
Zoning District: B-2
Adjacent Zoning | Existing Land Use:

- **North**: B-2
- **South**: B-2
- **East**: North Miami PD
- **West**: North Miami MD-1

Existing Land Use: Business (Vacant)

Proposed Land Use: Parking and extension of Automobile Sales Use
Proposed Lot Area: 24,102 sq. ft.
Proposed Gross Floor Area for Retail Uses: No building proposed.

The item before the Board:
Carlos J. Ballbe, P.E., Ballbe & Associates, Inc. on behalf of Prestige Imports Outparcel 2, LLC (the "Applicant"), requests site plan and conditional use approval as specified herein in the Application for the proposed demolition of the existing improvements to construct a temporary parking area consisting of 45 parking spaces to serve as overflow parking for the existing dealership. In order to connect both properties, the existing car park adjacent to the subject site will need minor modification to accommodate a temporary drive, on a parcel no. 07-2221-007-0120 (15090 Biscayne Boulevard, North Miami Beach).

Options Commission Motions:

1. **Move to continue** with direction.

2. **Move to approve** of the Site Plan and Conditional Use application (File# 26-06), Site Plan for the Prestige Motor Imports OutParcel 2 located at 15090 Biscyane Boulevard, by finding that the request is

Project Planner:	Project Review Dates:	Attachments
Edward Ng Interim Community Development Director Edward.Ng@citynmb.com 305-948-2966	Planning & Zoning Board: July 13, 2026 City Commission Meeting TBD	1. Draft Resolution 2. Application & Letter of Intent 3. Lobbyist Registration Form 4. Existing Plat 5. Boundary Survey 6. Site, Civil and Landscape Plans 7. Traffic Study

consistent with the Comprehensive Plan and meets criteria set forth in the Zoning and Land Development Regulations.

3. **Move to deny** of the Site Plan and Conditional Use application (File# 26-06), Site Plan for the Prestige Motor Imports OutParcel 2 located at 15090 Biscyane Boulevard, by finding that the request is not consistent with the Comprehensive Plan and/or does not meets criteria set forth in the Zoning and Land Development Regulations.

Project Conditions:

1. Unless otherwise provided, all the below conditions shall be completed/complied with prior to the issuance of the building permit.
2. The conditions of approval for the proposed conditional uses are binding on the Applicant, the property owners, operators, and all successors in interest and assigns. Prior to issuance of any Master Building Permit, 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.
3. The operation of the Conditional Uses shall be in conformance with the following:
   a. Site Plan as prepared by BALLBÉ & ASSOCIATES, INC.
   b. All representations proffered by the Applicant's representatives as a part of the site plan and conditional use application review at the Planning and Zoning Board and City Commission public hearings.
   c. Conditions of Approval as outlined in this approval.
4. Prior to the issuance of a Master Building Permit, the City Manager or designee and the City Attorney, may refer any application for review by engineering, planning, legal, technical, environmental, or professional consultant(s) as deemed necessary. The City shall be reimbursed by Applicant for reasonable fees and charges made by such consultant(s) or professional(s) within thirty (30) days of submission of a City voucher. These fees and charges are in addition to any and all other fees required by the City.
5. 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; and the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT) and any other applicable regulatory agency.
6. Applicant must join the North Miami Beach Police Department ("NMBPD") Trespass After Warning Program, provide the NMBPD with access to the property at all times, and a safety plan.
7. The Applicant, its successors and assigns shall comply with all City Ordinances applicable to development and permit approvals at the time of adoption 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 City of North Miami Beach impact fees paid, which would not be refunded but would be credited to the property for any subsequent development.
8. Applicant shall remove all public hearing signage no later than 48 hours after the final public hearing for the development project.
9. Site Plan approval is conditioned upon the use of the parking area shall only be utilized for vehicle stock, special events, and employee parking.
10. The applicant shall not remove the bollards nor permit entry along NE 151st Street unless a permit for a Special Event Permit has been granted with approved Maintenance of Traffic (MOT) plan on file at the city.
11. Applicant shall execute an Unity of Title for the parking lot and the primary business for Folios 07-2221-007-0120 (15090 Biscayne Boulevard) and 07-2221-007-0130 (15050 Biscayne Boulevard).

DRAFT

12. This Conditional Use shall terminate upon termination of an Automotive Sales use at 15050 Biscayne Boulevard, termination of Unity of Title, or failure to maintain an active Business Tax Receipt for automotive sales at 15050 Biscayne Boulevard for a period of 6 months or more.
13. Prior to Building Permit approval, applicant shall provide documentation from the FDOT Access Management Review Committee (AMRC) regarding the proposed use of the existing driveway connections to NE 151st Street (Earl Place) and access from Earl Lane. There is an existing eastbound right turn lane at the signalized intersection of NE 151st Street and Biscayne Boulevard/US-1. The FDOT AMRC needs to review and provide approval of the proposed driveway connections at NE 151st Street just west of Biscayne Boulevard/US-1.
14. Prior to Building Permit approval, applicant shall provide a separate pavement marking and signage plan signed and sealed by a professional engineer. Please ensure that the appropriate signage per MUTCD is provided for any crosswalk locations within the on-site parking lot. Please include typical handicap, regular parking stall, and specialty EV parking space details per City of North Miami Beach criteria. Please dimension the access lanes and the typical widths of the ADA parking spaces.

Background:

The subject site is situated west of Biscayne Boulevard and South of NE 151st Street. The following is a list of events relating to the property:

- According to the Miami-Dade County Property Appraiser records the existing building as having been built in 1965, with minor additions in 1990 and 1993.

There is an existing commercial building (2,405 s.f.) located in the site with surface parking, miscellaneous landscape and site lighting.

Planning and Zoning Board Recommendation:

Item was heard at a duly noticed Public Hearing at the Planning and Zoning Board on July 13, 2026.

PZB voted 5-0 to Recommend the City Commission approve this application.

Land Use and Zoning:

The property is located in B-2 Zoning with a Business Future Land Use designation. The primary uses for the parcel are parking as an extension of automobile sales. Neither use is permitted by right in the B-2 zoning. Automotive sales are a conditional use which may be permitted in a B-2 zone, per Section 24-52. Parking is an accessory use to automotive sales. Parking use may be permitted with a Special Limited Conditional Use.

Staff recommends in light of the primary uses condition of approval which ties in the use of this property to its intent of use as a component of the overall Prestige Motor Imports business.

Site Plan and Conditional Use Regulatory Review:

Site Plan Conditions and Regulations:
Site Plan was reviewed for a B-2 zoned property. Staff notations in Blue.

Sec 24-52: General Business District

(D)Site Development Standards.

1. Minimum lot area: Five thousand (5,000) square feet except one (1) acre for lots with frontage on SR 826 and three (3) acres for a lot with frontage on Biscayne Boulevard.

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Staff notes condition of Unity of Title with the rest of the Prestige site, which when effected provides for a 3.76 acre property.

2. Minimum lot width: One hundred (100) feet.

   Approximately 90 ft. Note also Unity of Title as part of a larger site use is consistent with other approvals provided by the City, and resolves this issue.

3. Minimum yard setbacks: The following setbacks shall apply to all structures of three (3) stories or less in height and shall be increased by five (5) feet each for every story thereafter.

   Not applicable. There are no buildings proposed.

4. Maximum building height: Fifteen (15) stories or one hundred fifty (150) feet, whichever is less.

   Not applicable. There are no buildings proposed.

5. Minimum pervious area: Twenty (20%) percent of total lot area.

   23.91% provided.

6. Minimum floor area: One thousand (1,000) square feet per structure.

   Not applicable. There are no buildings proposed.

Conditional Use Review Standards.

Section 24-175 Provides the Conditional Use Review Standards as follows, with staff notations on staff review in blue:

(1) The proposed use will be compatible with the existing natural environment and other properties within the neighborhood;

   Surrounding uses are business along a corridor in general. The rear of the property faces the ROW, including FEC Railway. Staff notes the landscaping plan in review is designed to screen the vehicles and is an improvement over existing site landscaping.

(2) The proposed use will create no substantial detrimental effects on neighborhood property values;

   The current use is vacant and this proposed use contributes to a current high value property on an adjacent parcel.

(3) The proposed use can be accommodated by adequate community facilities such as schools, streets, parks, and utilities;

   Staff finds no concerns on facilities needs based on the proposed site plan and conditional use.

(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;

   Staff has provided for proposed conditions of approval for review by the Planning and Zoning Board and Commission and notes in particular the closing of the existing ingress/egress on the northern portion of the site.

(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;

Staff has reviewed and has found no concerns during TRAD review.

(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;

Staff recommends a finding of compliance based on combination of setback and buffering created by the improvements in the landscaping plan.

(7) The proposed use will be located on property which is sufficient, appropriate and adequate for any reasonably anticipated expansion thereof; and

Staff recommends a determination that the property is sufficient, appropriate, and adequate for the proposed conditional use, noting the closure of the north exists, connections to the other parking areas to the south, and egress on the western portion of the property.

(8) Any other conditions as 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

No limitations on hours of commercial or industrial operations beyond what has been proposed previously for Prestige Motor Imports or within the conditions of approval regarding site access for special events is proposed at this time.

(b) Limitations on the number of occupants of any building at any one time.

Not applicable. There are no buildings proposed.

Traffic and Circulation:

Staff has reviewed and notes de minimis traffic generation. Staff notes under conditions the need for certain circulation items for review, including final pavement markings sheet, prior to building permit issuance.

Landscaping and Open Space:

Applicant is providing 19 trees when 17 are required, for 9,900 sq. ft of canopy replacement. All buffering, species, and drainage and perviousness standards have been met.

Public Notices:

- ✓ Public Notice was posted at the property by **August 7, 2026,** at least 10 days prior to the meeting.
- ✓ Courtesy notices were mailed to property owners within a 500-foot radius by **August 7, 2026,** at least 10 days before the meeting date.
- ✓ The agenda was posted to the City's website by **August 11, 2026,** at least 7 days prior to the meeting date.
- ✓ Public Notice was posted in the main lobby at City Hall by **August 7, 2026,** at least 10 days prior to the meeting date.

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE CONDITIONAL USE AND SITE PLAN APPLICATION LOCATED AT 15090 BISCAYNE BOULEVARD, NORTH MIAMI BEACH, FLORIDA FOR PRESTIGE MOTOR IMPORTS FOR THE CONSTRUCTION OF A 48-SPACE PARKING LOT AS PART OF AN PARKING LOT USE; 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 V, "Zoning Use Districts," Section 24-52, "General Business District" provides that Conditional Use approval is required for automotive sales and rental uses; and

WHEREAS, Carlos J. Ballbe, P.E., Ballbe & Associates, Inc. on behalf of Prestige Imports Outparcel 2, LLC (the "Applicant"), requests site plan and conditional use approval as specified herein in the Application for the proposed demolition of the existing improvements to construct a parking area consisting of 45 parking spaces at 15090 Biscayne Boulevard, North Miami Beach, Florida, to be used in conjunction with Prestige Motor Imports at 15050 Biscayne Boulevard, and;

WHEREAS, after a duly noticed public hearing held on July 13, 2026, the Planning and Zoning Board by a vote of 5 to 0, recommended Approval/Disapproval of the Site Plan and Conditional Use Permit, 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 finds that the proposed Site Plan and Conditional Use Permit application is consistent with the North Miami Beach Comprehensive Plan and are 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:

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Decision.** The Conditional Use to permit the operation of a parking lot on an approximately 0.55 acre parcel of land, located at 15090 Biscayne Boulevard, North Miami Beach, Florida, is approved subject to the following conditions:

The conditions of approval in Resolution R2026-XX shall be incorporated into this Resolution as if set forth herein.

1. Unless otherwise provided, all the below conditions shall be

completed/complied with prior to the issuance of the building permit.

2. The conditions of approval for the proposed conditional uses are binding on the Applicant, the property owners, operators, and all successors in interest and assigns. Prior to issuance of any Master Building Permit, 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.
3. The operation of the Conditional Uses shall be in conformance with the following:
    a. Site Plan as prepared by BALLBÉ & ASSOCIATES, INC.
    b. All representations proffered by the Applicant's representatives as a part of the site plan and conditional use application review at the Planning and Zoning Board and City Commission public hearings.
    c. Conditions of Approval as outlined in this approval.
4. Prior to the issuance of a Master Building Permit, the City Manager or designee and the City Attorney, may refer any application for review by engineering, planning, legal, technical, environmental, or professional consultant(s) as deemed necessary. The City shall be reimbursed by Applicant for reasonable fees and charges made by such consultant(s) or professional(s) within thirty (30) days of submission of a City voucher. These fees and charges are in addition to any and all other fees required by the City.
5. 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; and the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT) and any other applicable regulatory agency.
6. Applicant must join the North Miami Beach Police Department ("NMBPD") ***Trespass After Warning*** Program, provide the NMBPD with access to the property at all times, and a safety plan.
7. The Applicant, its successors and assigns shall comply with all City Ordinances applicable to development and permit approvals at the time of adoption 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 City of North Miami Beach impact fees paid, which would not be refunded but would be credited to the property for any subsequent development.

8. Applicant shall remove all public hearing signage no later than 48 hours after the final public hearing for the development project.
9. Site Plan approval is conditioned upon the use of the parking area shall only be utilized for vehicle stock, special events, and employee parking.
10. The applicant shall not remove the bollards nor permit entry along NE 151st Street unless a permit for a Special Event Permit has been granted with approved Maintenance of Traffic (MOT) plan on file at the city.
11. Applicant shall execute an Unity of Title for the parking lot and the primary business for Folios 07-2221-007-0120 (15090 Biscayne Boulevard) and 07-2221-007-0130 (15050 Biscayne Boulevard).
12. This Conditional Use shall terminate upon termination of an Automotive Sales use at 15050 Biscayne Boulevard, termination of Unity of Title, or failure to maintain an active Business Tax Receipt for automotive sales at 15050 Biscayne Boulevard for a period of 6 months or more.
13. Prior to Building Permit approval, applicant shall provide documentation from the FDOT Access Management Review Committee (AMRC) regarding the proposed use of the existing driveway connections to NE 151st Street (Earl Place) and access from Earl Lane. There is an existing eastbound right turn lane at the signalized intersection of NE 151st Street and Biscayne Boulevard/US-1. The FDOT AMRC needs to review and provide approval of the proposed driveway connections at NE 151st Street just west of Biscayne Boulevard/US-1.
14. Prior to Building Permit approval, applicant shall provide a separate pavement marking and signage plan signed and sealed by a professional engineer. Please ensure that the appropriate signage per MUTCD is provided for any crosswalk locations within the on-site parking lot. Please include typical handicap, regular parking stall, and specialty EV parking space details per City of North Miami Beach criteria. Please dimension the access lanes and the typical widths of the ADA parking spaces.

Section 3. **Findings of Fact.** The Mayor and City Commission make the following FINDINGS OF FACT based upon the substantial competent evidence provided:
The requested Conditional Uses meet the applicable Conditional Use Review Standards provided for in Section 24-175(B) of the Code of Ordinances of the City of North Miami Beach. The requested Conditional Uses are compatible with the existing natural

environment and surrounding properties, does not create substantial detrimental effects on the neighborhood property values, has adequate provisions for vehicular and pedestrian traffic movement, has adequate drainage systems for the proposed use, complies with the required setbacks and buffering to control possible adverse effects, is located in an area which is sufficient, appropriate and adequate for the proposed use and reasonable expansion.

Section 4. **Time for Business Tax Receipt.** Pursuant to Section 24-175(C) of the City Code, the Applicant must obtain a Business Tax Receipt within one (1) year of the date of this Resolution or the Conditional Use approval granted shall be deemed null and void and the Applicant shall be required to reinstate the conditional use review process unless the term is extended administratively or by the City Commission prior to its expiration.

Section 5. **Limitation of Approval.** The issuance of this conditional use 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.

[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City Commission of the City of North Miami Beach, Florida at regular meeting assembled this **__the day of August, 2026**.

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: Mayor & Commission

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Michael Joseph				
Vice Mayor McKenzie Fleurimond				
Commissioner Jay Chernoff				
Commissioner Daniela Jean				
Commissioner Phyllis Smith				
Commissioner Fortuna Smukler				
Commissioner Lynn Su				

Legislation
14.1.

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:	Sponsored by Commissioner Lynn Su
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Ordinance No. 2026-05 (First Reading) Political Signs Code Ordinance (Sponsored by Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Updated Memo
- Ordinance

MEMORANDUM

To: Joseph Geller, City Attorney
City of North Miami Beach

From: Morris G. (Skip) Miller

Date: Wednesday, March 18, 2026

Re: Revisions to City of North Miami Beach Sign Code

Per your request, attached are proposed revisions to Section 24-147.2(D) relating to Political Signs. These revisions conform the City's Sign Code to the Sign Code of the City of Aventura in the following respects:

1. We have added an exemption from the bond requirement for a candidate who posts fewer than four (4) signs of not-to-exceed size;
2. We have reduced the number of days after an election to remove political signs from ten days to seven days; and
3. We have increased the required bond from $250 to $500.

Please note that while sign ordinances can regulate matters such as size, location and material, in general they cannot treat types of non-commercial signs differently based on their content. The City's Sign Code in its current form is similar to many other local sign codes in Florida in this regard, and while we can give no assurance that the City's Sign Code will not be challenged in court, there is nothing in these proposed changes that decreases the City's likelihood of prevailing in the event of such a challenge. See the attached memo dated July 20, 2016 from then-City Attorney Jose Smith, and Reed v. Town of Gilbert, 576 U.S. 155 (2015), the United States Supreme Court case referenced therein.

To avoid such litigation in the future, the City may wish to make more wholesale changes to its Sign Code so that it does not impermissibly differentiate between different types of non-commercial signs based on their content.

Please let me know if you have any questions.

Updated Memo

From: Joseph Geller, Greenspoon Marder LLP, City Attorney

Date: August 14, 2026

Since the previous memo from my partner Morris G. (Skip) Miller, we have updated the ordinance for a new first reading, per instructions from the city commission and my conversation with the sponsor.

The revision clarifies and amends the date when campaign signs may first be posted, consistent with First Amendment concerns.

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE NORTH MIAMI BEACH SIGN CODE AS TO POLITICAL SIGNS; SHORTENING THE TIME TO REMOVE SIGNS POST ELECTION AND INCREASING THE AMOUNT OF THE SIGN BOND AND SPECIFYING THE DATE WHEN POLITICAL SIGNS MAY BE POSTED; PROVIDING CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach currently regulates the placement and removal of political signs related to candidates and ballot issues; and

WHEREAS, the Mayor and City Commission desire to strengthen the city's regulation of political signs; and

WHEREAS, the Mayor and City Commission desire to amend the code of ordinances to provide for earlier pick up of political signs after an election, and for an increased bond for failure to comply with the city's regulations, and clarifying the date when political signs may be posted.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference as the legislative intent of this Ordinance.

Section 2. Chapter 24-147.2(D) is hereby amended as follows:

PROPOSED REVISIONS TO NORTH MIAMI BEACH SIGN CODE RELATING TO POLITICAL SIGNS

(D) *Political Signs.*

(1) Temporary signs advertising a candidate for public office, or a political campaign, measure or issue scheduled for an election are only permitted subject to the following requirements:

(a) *Standards.*

1. *Residential Zoning Districts.* Temporary political signs shall not exceed six hundred sixteen (616) square inches per sign on any residential property. Furthermore, signs shall only be displayed with the consent of the owner or tenant. No more than one (1) sign per candidate per residential property shall be allowed, unless the property is on a corner, then the property may have up to two

(2) signs per candidate. Double-sided signs shall be considered as one (1) sign. No sign shall exceed three (3) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than three (3) feet above the ground in residential areas.

2. *Nonresidential Districts.* Temporary political signs displayed in any nonresidential area shall not exceed sixteen (16) square feet per sign. A candidate for public office may display signs of a size not to exceed sixteen (16) square feet per sign on non-residential private property with the consent of the owner or tenant. No more than one (1) sign per candidate per nonresidential private property shall be allowed, unless the property is on a corner. Corner properties may have up to two (2) signs per candidate. No more than twenty-five (25) signs of any size exceeding six hundred sixteen (616) square inches per sign per candidate shall be allowed in nonresidential areas citywide, including signs placed on nonresidential private property, bus benches, bus shelters or street furniture. Double-sided signs shall be considered as one (1) sign. No sign shall exceed six (6) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than six (6) feet above the ground in commercial areas.
3. *Placement on Utility Poles, Trees, Fences, Buildings, or in Public Right-of-Way.* No sign, poster, banner or placard of any type shall be affixed, painted, tacked, or nailed to any utility poles, trees, fences, or buildings, or otherwise displayed, placed or located on any state, County or City rights-of-way and/or median strips within the City limits.
4. *Signs on Vehicles.* Bumper strips or stickers affixed to vehicles shall be safely and securely attached.
5. *Prohibited Signs.* Except for pole signs, which are permitted as provided in this section, all signs prohibited by Section 24-143 of the Code of Ordinances of the City of North Miami Beach remain prohibited for all purposes.

6. *Illumination Prohibited.* Signs or signposts shall not be illuminated or constructed of a reflective material and shall not contain any signs, streamers, movable items, fluttering, spinning, totaling or similar attention attractors or advertising devices.

(b) *Location of Signs.* No sign shall be placed within five (5) feet from the property line, and no sign shall block corner visibility or be located in a required sight visibility triangle. All signs shall be placed and erected in a safe and appropriate manner.

(c) *Procedures.*

1. *Removal of Illegal and/or Improper Political Signs.* Political campaign signs not posted in accordance with these regulations shall be subject to removal by the candidate, the property owner or the City. If the City removes the sign, the City shall deduct the cost and expense of removal from the posted cash bond.
2. *Bond.* Every candidate for public office, except (a) those who qualify to run by the alternative method and (b) a candidate placing less than four temporary signs not exceeding a size of ten (10) square feet per sign, who wishes to display signs on real property located in the City of North Miami Beach must post a cash bond or a performance bond in the amount of ~~two hundred fifty ($250.00)~~ five hundred ($500.00) dollars with the City of North Miami Beach before posting any such sign in the City. Failure to post a bond shall result in a citation being issued for fifty ($50.00) per day against the candidate. This requirement is not applicable to signs and bumper stickers affixed to or located in or on automobiles.
3. *Date of Installation.* No political sign shall be displayed, erected or installed prior to ~~the March 1 immediately~~ a candidate for office becoming an official candidate and opening a lawful campaign account preceding any election which is the subject matter of such sign.
4. *Date of Removal.* Each and every sign posted by said candidate or their supporters must be removed within ~~ten (10)~~ seven (7) days following the

election in which the candidate's victory or defeat is determined. A three (3) day grace period shall apply thereafter. Any signs remaining

5. *Responsibility for Removal.* For purposes of this chapter, each political candidate is responsible for each sign advertising his or her candidacy, regardless of who posted the sign or whether the sign is posted with authorization from the political candidate. The person or persons posting a political candidate's campaign sign shall be regarded as an agent of said candidate.
6. *Forfeiture of Bond.* Any violation of this section will result in the forfeiture of the bond posted, regardless of the number or size of signs remaining. Said forfeiture shall be automatic, without notice, on the (8^{th}) eighth day following the election in which the political candidate's victory or defeat is actually and finally determined for that election.

   Additionally, each candidate shall be liable to the City for the actual cost of sign removals.

(2) Violation; Penalty. For signs on commercial property only.

(a) The person(s) to be charged with violation of Section 24-147.2(D) shall be the candidate(s) whose name(s) appears and is advertised on the prohibited sign, poster, banner or placard or the campaign treasurer and sponsors of any other type of political campaign or issue which campaign or issue appears and is advertised on the prohibited sign, poster, banner or placard. Notice shall be given to the person(s) described herein of violation of Section 24-147.2(D). After notice is given, unless access to the sign is restricted, compliance must be achieved within forty-eight (48) hours. An additional three (3) day grace period shall be provided before the City of North Miami Beach issues a code violation. If compliance is not achieved within the additional three (3) day grace period, a civil citation may be issues by a Code Enforcement Officer pursuant to Section 14-8.22 of this Code. In addition to the bond forfeiture specified in Section 24-147(D)(b)(6) above, violation of any of the provisions of Section 24-147.2(D) shall be punishable by a fine of fifty dollars ($50.00) per violation. Each prohibited sign shall constitute a separate offense. Each day that a violation is permitted to exist shall constitute a separate offense.

(b) Any and all outstanding fines for violating this section assessed against a candidate must be satisfied prior to his or her qualification to run in any future city election.

Section 3. **Codification.** 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 4. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution.

Section 5. **Conflict.** 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. **Scrivener Errors.** 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. **Severability.** 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. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED on the first reading by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of April 2026**.

APPROVED AND ADOPTED on second reading by the City of North Miami Beach City Commission at the regular meeting assembled this **16th day of June 2026**.

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: Commissioner Lynn Su

Legislation
14.2.

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:	Darvin Williams, City Manager
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Ordinance No. 2026-13 (First Reading) Amending Code for No Wake Zones (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Ordinance

City of North Miami Beach
Agenda Cover Memo

Chief:	Juan Pinillos			**Department Director Signature:**				
City Manager:	Darvin Williams			**City Manager Signature:**				
Commission Meeting Date:	August 28, 2026		**Item Type:** (Enter X In Box)	**Resolution**	**Ordinance**		**Other**	
					X			
Fiscal Impact (Enter X In Box)	**Yes**	**No**	**Ordinance Reading:** (Enter X In Box)		**1st Reading**		**2nd Reading**	
					X			
			Public Hearing: (Enter X In Box)		**Yes**	**No**	**Yes**	**No**
					X			
Funding Source: Account#:	**Enter Account Information In Financial Impact Section**		**Advertising Requirement:** (Enter X In Box)		**Yes**		**No**	
					X			
Contract/P.O. Required (Enter X In Box)	**Yes**	**No**	**RFP/RFQ/Bid #**					
Strategic Plan Related (Enter X In Box)	**Yes**	**No**	**Strategic Plan Priority Area**					
	X		**Safe, Clean and Beautiful Community**					☐
			Elevate Quality of Life by Improving Resilience, Sustainability And Affordable Placemaking					X
			Provide Innovative Digital Services					☐
			Maintain High Performing City Organization Focused on Excellent Customer Service					☐
			Advance Culture and the Arts					☐
			Revitalize Downtown and Major Corridors					☐
			Financially Sound Government					☐
Sponsor	Commissioner Su			**Department**	Police			

Short Title

Control Of Vessel Speed On City Waterways

Staff Summary

Issue: The City desires to install the necessary signage to inform boaters and other watercraft users of the requirement to maintain Idle Speed / No Wake speeds in all City waterways.

Current Activity: Although many of the City waterways are already posted, City staff will survey all waterways to determine where additional postings would be beneficial, either in the water (buoys) or on the waterway banks (signs)

Financial Impact: Due to the requirement for a second hearing, acquisition of the appropriate supplies will be a FY 27 transaction and will be addressed in the FY 27 Budget in Operating Supplies for the Police Department (up to 10 buoys at $1,000 per buoy) and the Streets Division within Public Works (up to 50 bankside signs at $100 per sign) for a total not to exceed of $15,000.

Proposed Action

Staff recommends the City Commission approve the ordinance on first reading and consider the recommended cost for appropriate signage as part of the FY 27 Budget adoption process.

Attachments

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO DESIGNATE ALL CITY CANALS AS IDLE SPEED/NO WAKE ZONES AND PORTIONS OF BISCAYNE BAY AS SLOW SPEED/MINIMUM WAKE ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, SCRIVENER'S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 327.60, Florida Statutes, authorizes municipalities to enact ordinances governing the operation of vessels on waterways located within the municipality, with the exception of the Florida Intracoastal Waterway; and

WHEREAS, the City of North Miami Beach has numerous canals located within the City that are adjacent to residential areas; and

WHEREAS, the City is concerned about damage to docks, wharves, seawalls, and other boats caused by the operation of vessels above an idle speed; and

WHEREAS, the City is concerned with the protection of the manatees inhabiting the waters surrounding the City; and

WHEREAS, the City Commission has determined that reducing vessel speeds within the City's canals and designated portions of Biscayne Bay is necessary to preserve the health, safety, and welfare of the residents, protect property, and safeguard natural resources; and

WHEREAS, enactment of this Ordinance is necessary prior to requesting the Florida Fish and Wildlife Conservation Commission to post the appropriate regulatory signage designating the affected waterways as Idle Speed/No Wake Zones and Slow Speed/Minimum Wake Zones.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance; all exhibits attached hereto are made a specific part of this Ordinance**.**

Section 2: That the Code of Ordinances of the City of North Miami Beach be and the same is hereby amended to include a new Section entitled "Boat Speeds" which shall read as follows:

(A) Designation of Speed Restricted Zones.

1. All canals located within the City shall be designated as **Idle Speed/No Wake Zones** and posted as such.
2. Snake Creek Canal and all other navigable canals located within the City limits shall be designated as Slow Speed/Minimum Wake Zones and posted as same.
3. It shall be unlawful for any person to operate any boat or other watercraft upon any waterway or body of water within the City at a rate of speed that causes waves to damage docks, wharves, seawalls, or boats moored or tied to docks or wharves.
4. It shall be unlawful for any person to operate any boat or other watercraft in any waters within the City in such a manner as to endanger life or property.

(B) Penalties**.**

Any violation of this Section shall be subject to the applicable enforcement provisions and penalties set forth in the Code of Ordinances of the City of North Miami Beach.

Section 3: 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 4: 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 5. 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 6. 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 7. This Ordinance shall become effective immediately upon adoption on second reading.

APPROVED on the first reading by the City of North Miami Beach City Commission at the regular meeting assembled this __ day of _____, 2026.

APPROVED AND ADOPTED on second reading by the City of North Miami Beach City Commission at the regular meeting assembled this ____ day of _____ 2026.

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: Commissioner Lynn Su

Legislation
14.3.

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:	Darvin Williams, City Manager
VIA:	
DATE:	August 27, 2026

RE: Resolution No. R2026-104 Modification of the Agreement Between the City and Miami-Dade County to Permit the Partial Release and Modification of Deed Restriction for Greynolds Park (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Exhibit A
- Exhibit C-1
- Exhibit
- Staff Report

RESOLUTION NO. R2026-XX

A RESOLUTION BY THE CITY OF NORTH MIAMI BEACH PROVIDING FOR THE MODIFICATION OF THE AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY TO PERMIT THE PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION FOR GREYNOLDS PARK DATED DECEMBER 14, 1934 FOR THE EXPRESSED CONSTRUCTION AND OPERATION OF A PUBLIC STORMWATER PUMP STATION AND RELATED INFRASTRUCTURE BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("Grantor") conveyed to Miami-Dade County ("Grantee") certain real property located in Miami-Dade County, Florida, as more particularly described in that certain deed executed on December 14, 1934, and recorded in Miami-Dade County's Official Records Book 1600, Page 492 (the "Original Deed"); and

WHEREAS, the Original Deed includes a restriction requiring that the Property be used solely for park and recreation purposes, together with a reversion provision in favor to the City upon violation of such restriction; and

WHEREAS, the Property is currently owned and operated by the County as a public park; and

WHEREAS, the construction and operation of a public stormwater pump station and related infrastructure by the South Florida Water Management District (the "District") is needed to address flooding, protect park improvements, and enhance public safety and resiliency throughout the C-9 basin, including the Grantor's municipal service area; and

WHEREAS, the parties desire to preserve the intent of the Original Deed, while allowing a limited, compatible public infrastructure use that provides necessary flood protection; and

WHEREAS, the City of North Miami Beach is willing to grant a limited modification and partial release of the deed restriction solely for the Project, subject to the terms herein.

NOW, THEREFORE, be it hereby Resolved, that the City Commission approves a modification of the deed restrictions with conditions as follows:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Partial Release of Deed Restriction

Grantor hereby partially releases and modifies the restriction contained in the Original Deed solely to allow for the construction, installation, operation, maintenance, repair, replacement, and removal of a publicly owned and operated stormwater pump station and associated infrastructure by the District as described in Exhibit A, within a specifically defined portion of the Property as described in Exhibit C-1. This release is conditioned on the stormwater pump being designed,

constructed, and maintained with appropriate visual screening facing southward as approved by the City of North Miami Beach. Grantor understands that Grantee and the District have an existing interlocal agreement related to the project described in Exhibit A and this paragraph. The City of North Miami Beach is an intended third-party beneficiary of this agreement and may seek to independently enforce the provisions of this paragraph against the District.

All other provisions of the Original Deed remain in full force and effect.

2. Recording

This Partial Release shall run with the land and be recorded in the public records of Miami-Dade County.

3. Successors and Assigns

This Partial Release shall be binding to the Grantor, Grantee, and their successors and assigns.

4. Effective Date

This Partial Release shall become effective upon execution by the parties and recordation in the Public Records.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

Section 1. Execution. The City Manager and/or Designee shall execute the final release of the deed release for the City.

Section 2. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **____ day of _____ 2026**.

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: Mayor & Commission

COMMISSIONERS	**YES**	**NO**	**ABSTAIN**	**ABSENT**
Mayor Michael Joseph				
Vice Mayor McKenzie Fleurimond				
Commissioner Jay Chernoff				
Commissioner Daniela Jean				
Commissioner Phyllis Smith				
Commissioner Fortuna Smukler				
Commissioner Lynn Su				

PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION

THIS PARTIAL RELEASE AND MODIFICATION OF DEED RESTRICTION ("Agreement") is made this ___ day of _____, 2026, by and between the **CITY OF NORTH MIAMI BEACH, FLORIDA**, a municipal corporation ("Grantor"), and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, Grantor conveyed to County certain real property located in Miami-Dade County, Florida, as more particularly described in that certain deed executed on December 14, 1934, and recorded in Miami-Dade County's Official Records Book 1600, Page 492 (the "Original Deed"); and

WHEREAS, the Original Deed includes a restriction requiring that the Property be used solely for park and recreation purposes, together with a reversion provision in favor of Grantor upon violation of such restriction; and

WHEREAS, the Property is currently owned and operated by the County as a public park; and

WHEREAS, the construction and operation of a public stormwater pump station and related infrastructure by the South Florida Water Management District (the "District") to is needed to address flooding, protect park improvements, and enhance public safety and resiliency throughout the C-9 basin including the Grantor's municipal service area; and

WHEREAS, the parties desire to preserve the intent of the Original Deed, while allowing a limited, compatible public infrastructure use that provides necessary flood protection; and

WHEREAS, Grantor is willing to grant a limited modification and partial release of the deed restriction solely for the Project, subject to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Partial Release of Deed Restriction

Grantor hereby partially releases and modifies the restriction contained in the Original Deed solely to allow for the construction, installation, operation, maintenance, repair, replacement, and removal of a publicly owned and operated stormwater pump station and associated infrastructure by the District as described in Exhibit A, within a specifically defined portion of the Property as described in Exhibit C-1. This release is conditioned on the stormwater pump being designed, constructed, and maintained with appropriate visual screening facing southward as approved by the City of North Miami Beach. Grantor understands that Grantee and the District have an existing interlocal agreement related to the project described in Exhibit A and this paragraph. The City of

North Miami Beach is an intended third-party beneficiary of this agreement and may seek to independently enforce the provisions of this paragraph against the District.

All other provisions of the Original Deed remain in full force and effect.

2. Recording

This Partial Release shall run with the land and be recorded in the public records of Miami-Dade County.

3. Successors and Assigns

This Partial Release shall be binding to the Grantor, Grantee, and their successors and assigns.

4. Effective Date

This Partial Release shall become effective upon execution by the parties and recordation in the Public Records.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

WITNESSES	**CITY OF NORTH MIAMI BEACH**
By:_____	By:_____
Print Name:_____	
By:_____	Print Name: _____
Print Name:_____	Title: _____

EXHIBIT C-1
Perpetual Easement

DESCRIPTION:

A PARCEL OF LAND LOCATED IN GREYNOLDS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 86°46'13" EAST ALONG THE NORTH LINE OF SAID SECTION 16 , A DISTANCE OF 1273.08 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD ALSO KNOW AS US FEDERAL HIGHWAY (STATE ROAD NUMBER 5) AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28751.25 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°52'37" EAST, 188.33 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'31", A DISTANCE OF 188.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY, HAVING A RADIUS OF 79.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°26'51" EAST, 57.77 FEET AND THE **POINT OF BEGINNING**; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°52'47", A DISTANCE OF 59.14 FEET; THENCE NORTH 61°00'17" EAST, A DISTANCE OF 181.15 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 199.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°49'56" EAST, 70.29 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'42", A DISTANCE OF 70.66 FEET; THENCE NORTH 40°39'35" EAST, A DISTANCE OF 53.71 FEET; THENCE NORTH 86°46'13" EAST, A DISTANCE OF 197.39 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°40'02" EAST, 37.80 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°07'30", A DISTANCE OF 40.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°18'37" EAST, 24.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°24'41", A DISTANCE OF 25.97 FEET;

"CONTINUE ON PAGE 2 OF 3"

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3, SHEET 3 BEING A SKETCH.
2. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A TEMPORARY CONSTRUCTION EASEMENT.
3. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
4. PROPERTY, TRACT AND UNDER LYING PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
5. THIS IS AN ELECTRONICALLY SIGNED AND SEALED DOCUMENT PURSUANT TO CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE. THE PRINTED VERSION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED LAND SURVEYOR AND MAPPER.

CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I **FURTHER CERTIFY** THAT THIS DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR A DESCRIPTION/SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Marla Moore
14:21:38 2026.06.12
'00'04-

MARLA MOORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7600

THIS DRAWING
DOES NOT REPRESENT A SURVEY
MIAMI–DADE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT C-1
PERPETUAL EASEMENT

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	1 OF 3

DESCRIPTION:

"CONTINUED FROM PAGE 1 OF 3"

THENCE NORTH 87°29'02" EAST, A DISTANCE OF 229.68 FEET; THENCE SOUTH 02°30'58" EAST, A DISTANCE OF 49.55 FEET; THENCE NORTH 87°34'02" EAST, A DISTANCE OF 6.47 FEET; THENCE SOUTH 00°25'02" EAST, A DISTANCE OF 48.90 FEET; THENCE SOUTH 35°32'16" WEST, A DISTANCE OF 13.92 FEET; THENCE SOUTH 50°34'26" WEST, A DISTANCE OF 70.93 FEET; THENCE SOUTH 88°24'37" WEST, A DISTANCE OF 263.26 FEET;THENCE SOUTH 86°45'39" WEST, A DISTANCE OF 473.28 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28730.91 FEET, A CHORD BEARING AND DISTANCE OF NORTH 17°05'15" EAST, 22.88 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'44", A DISTANCE OF 22.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.37 ACRES MORE OR LESS.

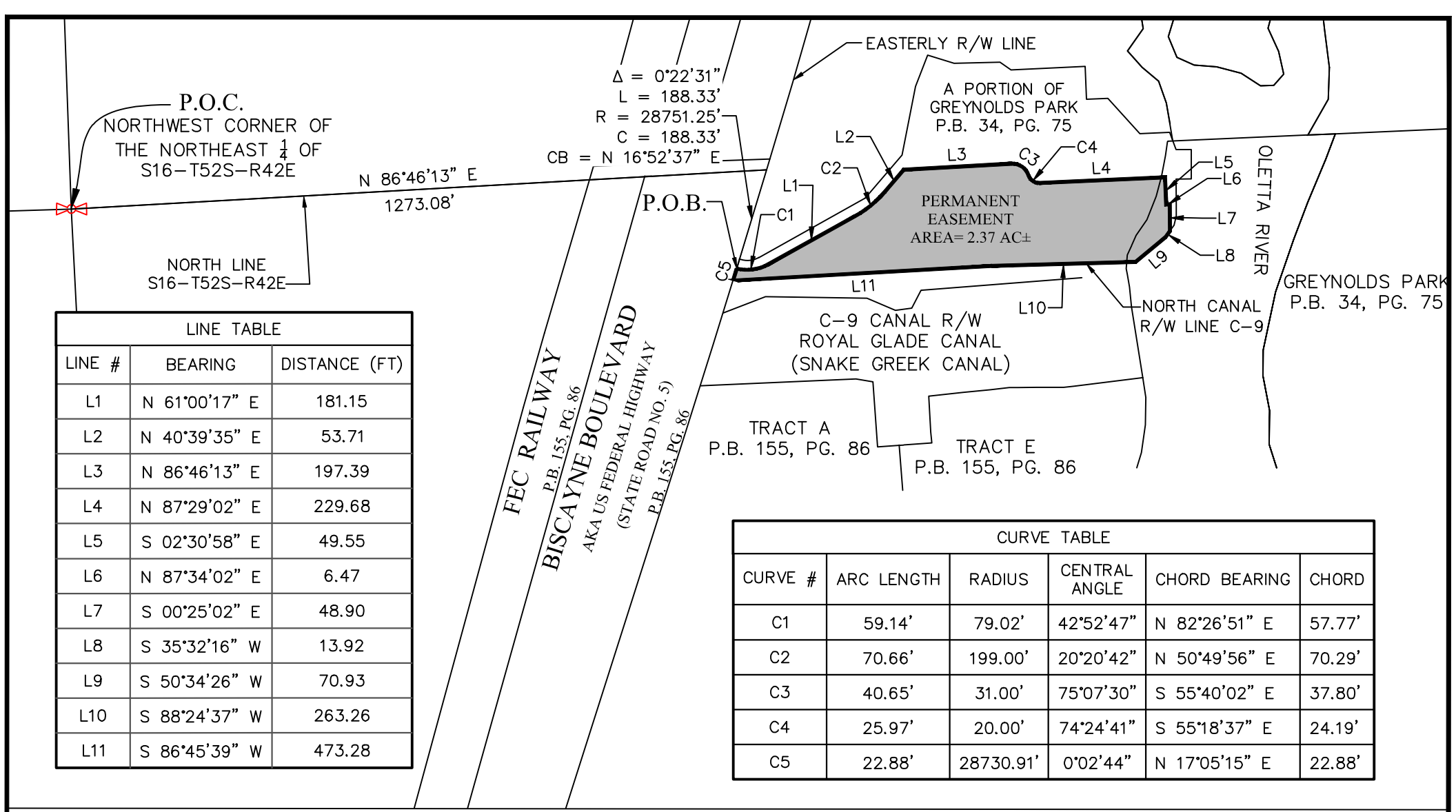
THIS DRAWING
DOES NOT REPRESENT A SURVEY

MIAMI–DADE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT C-1
PERPEUAL EASEMENT

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	2 OF 3



LINE TABLE		
LINE #	BEARING	DISTANCE (FT)
L1	N 61°00'17" E	181.15
L2	N 40°39'35" E	53.71
L3	N 86°46'13" E	197.39
L4	N 87°29'02" E	229.68
L5	S 02°30'58" E	49.55
L6	N 87°34'02" E	6.47
L7	S 00°25'02" E	48.90
L8	S 35°32'16" W	13.92
L9	S 50°34'26" W	70.93
L10	S 88°24'37" W	263.26
L11	S 86°45'39" W	473.28

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	59.14'	79.02'	42°52'47"	N 82°26'51" E	57.77'
C2	70.66'	199.00'	20°20'42"	N 50°49'56" E	70.29'
C3	40.65'	31.00'	75°07'30"	S 55°40'02" E	37.80'
C4	25.97'	20.00'	74°24'41"	S 55°18'37" E	24.19'
C5	22.88'	28730.91'	0°02'44"	N 17°05'15" E	22.88'

0 SCALE IN FEET 250
INTENDED DISPLAY SCALE

LEGEND

AKA = ALSO KNOWN AS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING
FEC = FLORIDA EAST COAST
NO. = NUMBER
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R = RADIUS
R/W = RIGHT–OF–WAY
S#–T#S–R#E = SECTION–TOWNSHIP–RANGE
Δ = CENTRAL ANGLE
⋈ = QUARTER SECTION CORNER

THIS IS NOT A BOUNDARY SURVEY

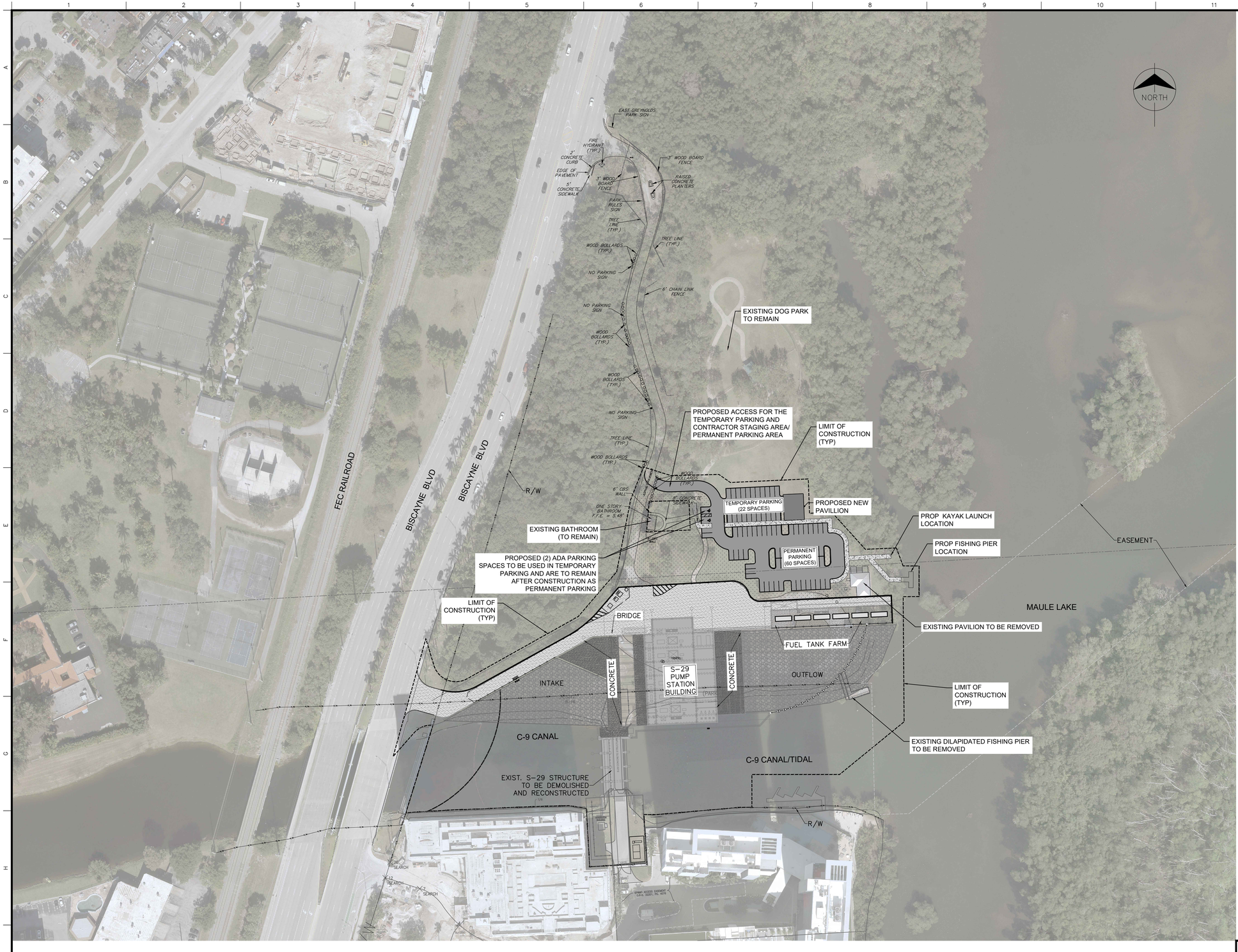
MIAMI–DADE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT C-1
PERPETUAL EASEMENT

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	1"=250'	PERM_EMNT.dwg	3 OF 3

Exempt F.S. 119.071(3)(a)(b)(1)



LEGEND:

- PROPOSED ASPHALT AREA
- PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
- PROPOSED CONCRETE SIDEWALK
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- R/W — RIGHT OF WAY
- EASEMENT

GRAPHIC SCALE

80' 0 40' 80' 160' 320'

SCALE: 1" = 80'-0"

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

DATUM REFERENCE:

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). NGVD29 = NAVD88 + 1.57' FOR THIS LOCATION.

AECOM
1400 CENTREPARK BOULEVARD
SUITE 860
WEST PALM BEACH, FL 33401
PHONE: (561) 684-3375
CERT. OF AUTHORIZATION NO. 8115

The consultant, contractor or other parties associated with this project shall comply with Florida Statutes Chapter 119. These plans are the property of the District and must be secured and maintained in a confidential manner. Review by any unauthorized individual or outside/third party not performing work necessary for this project is prohibited.

ENGINEER OF RECORD:
DANIEL J. BAKER
FLORIDA P.E. LICENSE NO.: 73169

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

DATE:

REVISION DESCRIPTION	REF#	DRAWN	DATE

ENGINEER: DB
DRAWN: JCV
CHECKED: JB/VC
DATE: 05/16/2025
SCALE: AS SHOWN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

FINAL DESIGN

S-29N FORWARD PUMP STATION AND STRUCTURE REPLACEMENT

PUMP STATION CIVIL PLAN - KEY MAP

PROJECT ID NO.
101263

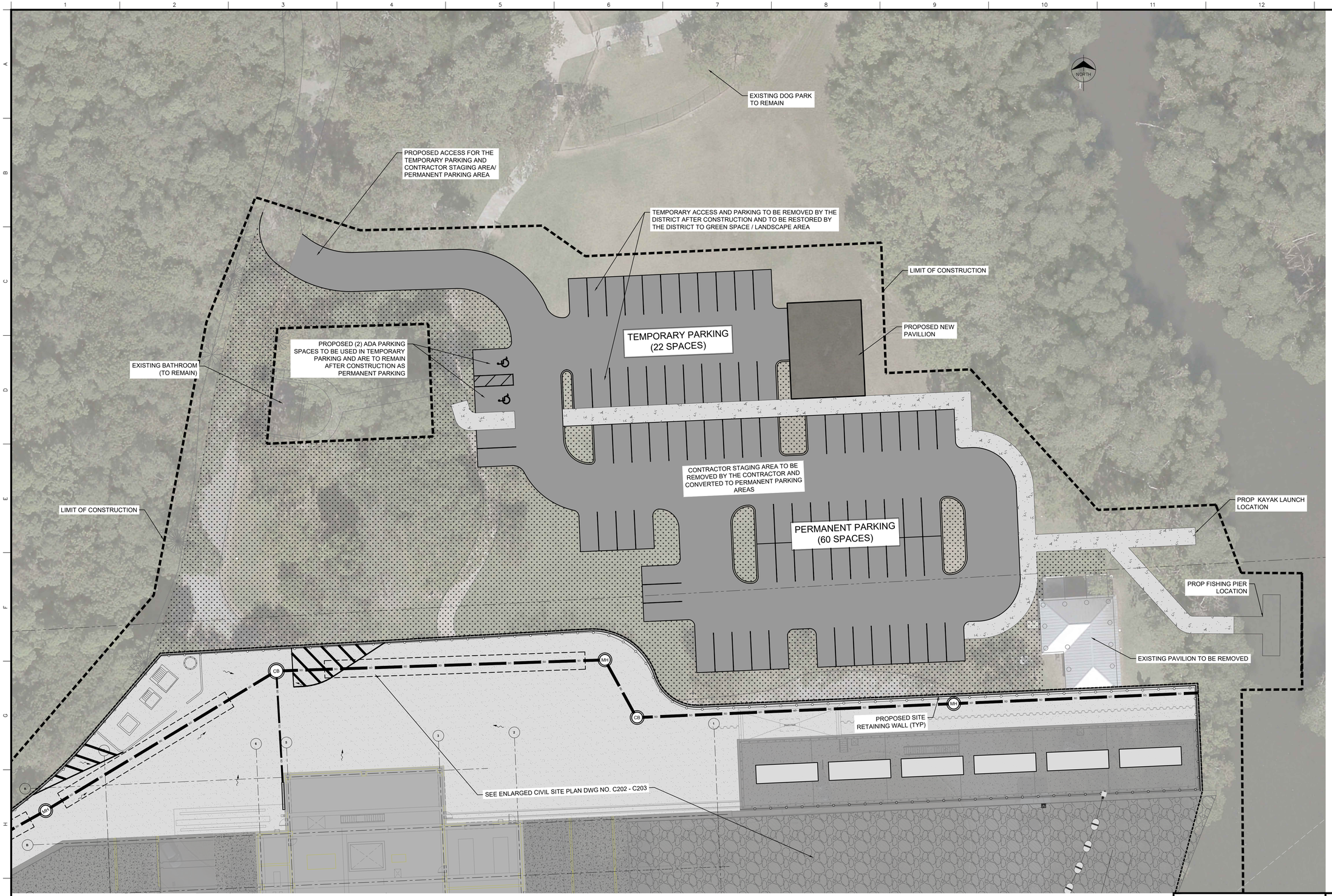
DRAWING NUMBER
C201

SHEET
30 OF 331

C:\Users\castillov\Desktop\C201 OVERALL SITE PLAN - KEY MAP.dwg - Tuesday, October 14, 2025 9:11:11 AM

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Exempt F.S. 119.071(3)(a)(b)(1)



PARKING AREA ENLARGED CIVIL PLAN 1
SCALE: 1" = 20' C101 | C103

LEGEND:
- PROPOSED ASPHALT AREA
- PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
- PROPOSED CONCRETE SIDEWALK

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

DATUM REFERENCE:

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AECOM
1400 CENTREPARK BOULEVARD
SUITE 860
WEST PALM BEACH, FL 33401
PHONE: (561) 684-3375
CERT. OF AUTHORIZATION NO. 8115

ENGINEER OF RECORD:
DANIEL J. BAKER
FLORIDA P.E. LICENSE NO.: 73169
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
ON THE DATE ADJACENT TO THE SEAL
DATE:

The consultant, contractor or other parties associated with this project shall comply with Florida Statutes Chapter 119. These plans are the property of the District and must be secured and maintained in a confidential manner. Review by any unauthorized individual or outside/third party not performing work necessary for this project is prohibited.

REVISION DESCRIPTION	REF#	DRAWN	DATE

ENGINEER: DB
DRAWN: CV
CHECKED: JB/VC
DATE: 05/16/2025
SCALE: AS SHOWN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

FINAL DESIGN

S-29N FORWARD PUMP STATION AND STRUCTURE REPLACEMENT

PARKING AREA ENLARGED CIVIL PLAN

PROJECT ID NO.
10126.3
DRAWING NUMBER
C103
SHEET
29 OF 331

C:\Users\cbastillov\OC\ACCDocs\AECOM\60735374-S-27_&_S-29_Pump_Stations\Project Files\V00_CAD_BIM\S-29_PS\V3-Contr\20-Sheets\C103 PARKING AREA ENLARGED CIVIL PLAN.dwg - Wednesday, October 15, 2025 12:35:58 PM

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

City of North Miami Beach, Florida

Community Development Department

Staff Report: **Greynolds Park Partial Release of Deed Restriction**
Prepared by: **North Miami Beach Community Development Department**

Date: **July 9, 2026**

For: **City Commission July 21, 2026 Meeting**

Request:

Miami-Dade County requests a Partial Release of Deed Restriction on a portion of certain property conveyed to the County by the City of Noth Miami Beach on December 14, 1934, and recorded in Miami-Dade County's Official Records Book 1600, Page 492. The deed includes a restriction requiring that the Property be used solely for park and recreation purposes, together with a reversion provision in favor of Grantor upon violation of such restriction. The property is developed, operated, and maintained by Miami-Dade County as East Greynolds Park (the "Park"). The restriction would remain in place on the balance of the deeded Park property.

Background:

The Partial Release of Deed Restriction is proposed for a 2.37-acre portion of the Park, as described in Exhibit C-1 (attached), in which the South Florida Water Management District (the "SFWMD") is planning the C-9 Resiliency Project, including the replacement and updating of the existing S-29 water control structure and the development of an associated pump station for storm water management. The SFWMD project also includes recreational enhancements to East Greynolds Park, including the development of a kayak launch and fishing pier, picnic shelter, dog park, restroom, parking lot, walking paths and landscaping. During the planning process, the South Florida Water Management District conducted 2 advertised public workshops at North Miami Beach's City Hall on Thursday, March 20, 2025. To maximize participation and increase engagement, the same meeting was held twice at different times. Both meetings discussed the same subject matter, and the public attended one or both meetings.

Within the City of North Miami Beach, the project is expected to benefit approximately 19,678 residents and 4,345 households, while providing enhanced flood resilience for 304 critical infrastructure assets including medical, emergency response and City facilities.

The C-9 Basin Resiliency Project will replace the existing S-29 coastal structure with a modernized, resilient flood control facility featuring a current-code- and standards-compliant gated spillway, a new forward pump station, and upgraded electrical, mechanical, and control systems designed to operate efficiently during both high and low tides. The pump station combines electric and diesel power in a single pump train, allowing uninterrupted operation during power outages while minimizing the facility's footprint and noise within the surrounding urban community. The associated pump station is expected to be painted in muted colors with Green and landscaping as visual shielding as it is located across the canal from North Miami Beach residences. The South Florida Water Management District has committed to vegetative

screening and subdued paint colors in the Interlocal Agreement with the County. Details regarding the type and location of vegetative screening, paint colors and other such measures will be finalized in the design phase of the project.

The improvements are designed to strengthen flood protection throughout the 63,595-acre C-9 Basin, supporting approximately 38 miles of Miami-Dade County-operated secondary canals and benefiting more than 546,000 residents and approximately 25,000 upstream properties across more than eight municipalities within the basin. The project will reduce flood risk, help prevent saltwater intrusion, minimize septic and sewer overflows, and increase protection for approximately 750 critical infrastructure assets across northern Miami-Dade and southern Broward counties.

Fiscal/Economic Impact:

The project is expected to generate more than a 2:1 return on investment, with an estimated $91.5 million in annual avoided damages, including $65 million in avoided property damage, $11.5 million in reduced roadway damage, and $15 million in avoided infrastructure damage.

Staff Recommendation:

Staff recommends:

1. Approval of the partial release on the basis of improvements to stormwater, park spaces, and other community benefits planned.
2. That the agreement to amend the deed restriction be limited to geographical area, specific intent for the pump station, and be conditioned on appropriate visual screening of the facility from neighboring residences.

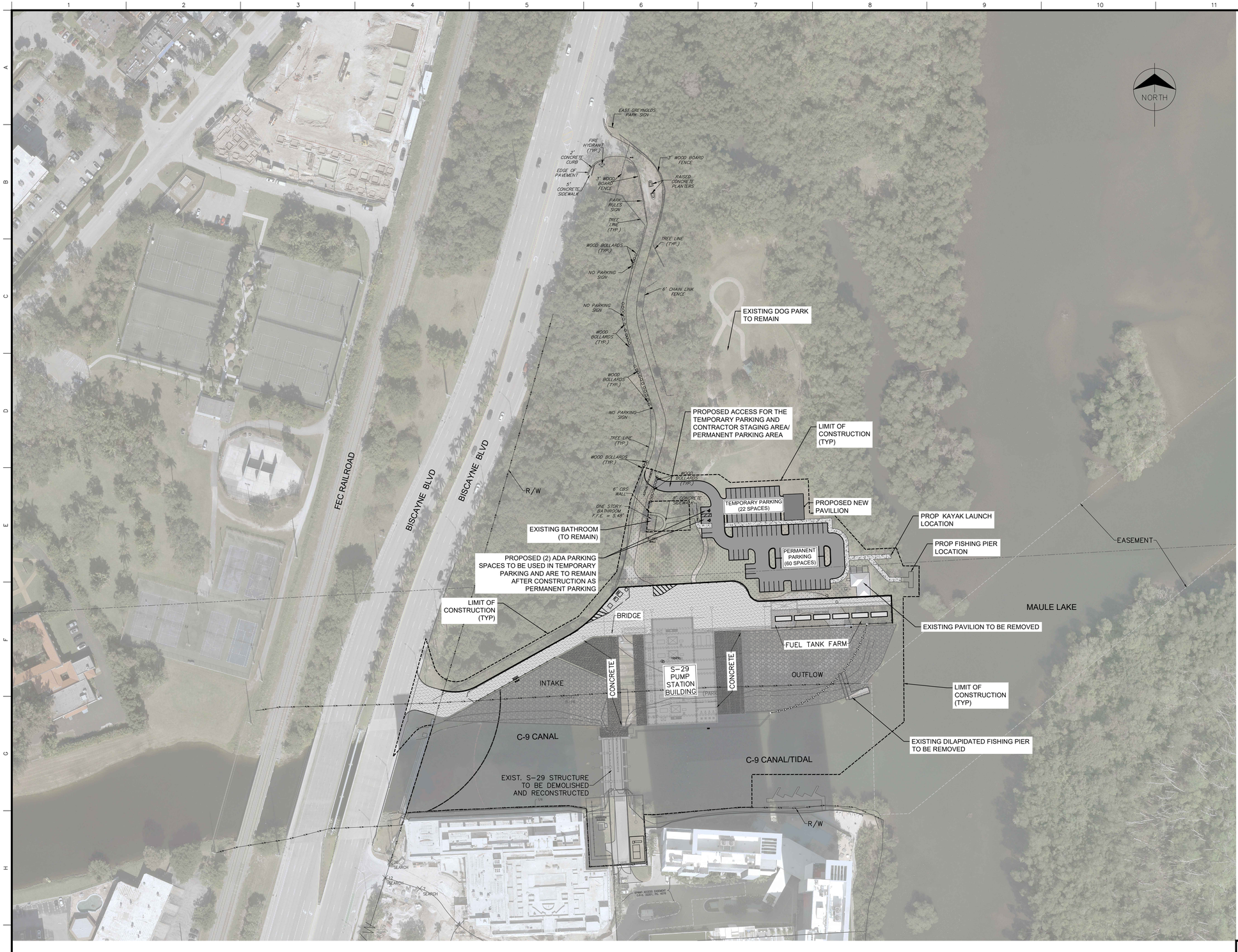
Commission Action Options:

1. Continue with Direction to Staff
2. Motion to Approve
3. Motion to Deny

Enclosed:

EXHIBIT A Site Plan
EXHIBIT C-1 Perpetual Easement

Exempt F.S. 119.071(3)(a)(b)(1)



LEGEND:

- PROPOSED ASPHALT AREA
- PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
- PROPOSED CONCRETE SIDEWALK
- LIMITS OF CONSTRUCTION
- PROPERTY LINE
- R/W — RIGHT OF WAY
- EASEMENT

GRAPHIC SCALE

80' 0 40' 80' 160' 320'

SCALE: 1" = 80'-0"

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

DATUM REFERENCE:

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). NGVD29 = NAVD88 + 1.57' FOR THIS LOCATION.

AECOM
1400 CENTREPARK BOULEVARD
SUITE 860
WEST PALM BEACH, FL 33401
PHONE: (561) 684-3375
CERT. OF AUTHORIZATION NO. 8115

The consultant, contractor or other parties associated with this project shall comply with Florida Statutes Chapter 119. These plans are the property of the District and must be secured and maintained in a confidential manner. Review by any unauthorized individual or outside/third party not performing work necessary for this project is prohibited.

ENGINEER OF RECORD:
DANIEL J. BAKER
FLORIDA P.E. LICENSE NO.: 73169

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

DATE:

REVISION DESCRIPTION	REF#	DRAWN	DATE

ENGINEER: DB
DRAWN: JCV
CHECKED: JB/VC
DATE: 05/16/2025
SCALE: AS SHOWN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

FINAL DESIGN

S-29N FORWARD PUMP STATION AND STRUCTURE REPLACEMENT

PUMP STATION CIVIL PLAN - KEY MAP

PROJECT ID NO.
101263

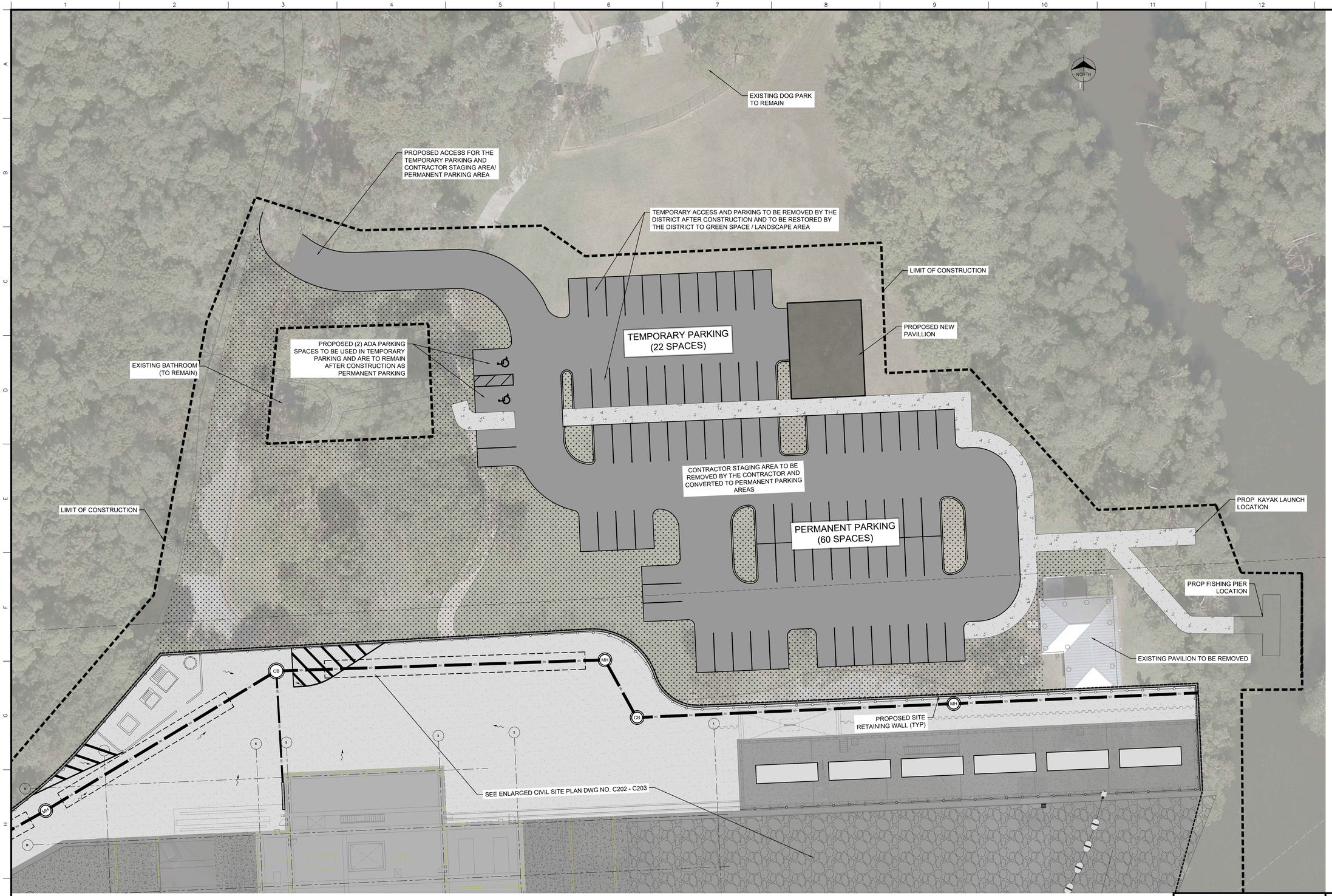
DRAWING NUMBER
C201

SHEET
30 OF 331

C:\Users\castillov\Desktop\C201 OVERALL SITE PLAN - KEY MAP.dwg - Tuesday, October 14, 2025 9:11:11 AM

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Exempt F.S. 119.071(3)(a)(b)(1)



PARKING AREA ENLARGED CIVIL PLAN 1
SCALE: 1" = 20' C101 | C103

LEGEND:
- PROPOSED ASPHALT AREA
- PROPOSED VEGETATIVE SCREENING / LANDSCAPE AREA
- PROPOSED CONCRETE SIDEWALK

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

DATUM REFERENCE:

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). NGVD29 = NAVD88 + 1.57' FOR THIS LOCATION.

AECOM
1400 CENTREPARK BOULEVARD
SUITE 860
WEST PALM BEACH, FL 33401
PHONE: (561) 684-3375
CERT. OF AUTHORIZATION NO. 8115

ENGINEER OF RECORD:
DANIEL J. BAKER
FLORIDA P.E. LICENSE NO.: 73169
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
ON THE DATE ADJACENT TO THE SEAL
DATE:

The consultant, contractor or other parties associated with this project shall comply with Florida Statutes Chapter 119. These plans are the property of the District and must be secured and maintained in a confidential manner. Review by any unauthorized individual or outside/third party not performing work necessary for this project is prohibited.

REVISION DESCRIPTION	REF#	DRAWN	DATE

ENGINEER: DB
DRAWN: CV
CHECKED: JB/VC
DATE: 05/16/2025
SCALE: AS SHOWN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
PHONE: 561-686-8800
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

FINAL DESIGN

S-29N FORWARD PUMP STATION AND STRUCTURE REPLACEMENT

PARKING AREA ENLARGED CIVIL PLAN

PROJECT ID NO.
10126.3
DRAWING NUMBER
C103
SHEET
29 OF 331

C:\Users\cbastillov\OC\ACCDocs\AECOM\60735374-S-27_&_S-29_Pump_Stations\Project Files\V00_CAD_BIM\S-29_PS\V3-Contr\20-Sheets\C103 PARKING AREA ENLARGED CIVIL PLAN.dwg - Wednesday, October 15, 2025 12:35:58 PM

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EXHIBIT C-1
Perpetual Easement

DESCRIPTION:

A PARCEL OF LAND LOCATED IN GREYNOLDS PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 86°46'13" EAST ALONG THE NORTH LINE OF SAID SECTION 16 , A DISTANCE OF 1273.08 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD ALSO KNOW AS US FEDERAL HIGHWAY (STATE ROAD NUMBER 5) AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28751.25 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°52'37" EAST, 188.33 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'31", A DISTANCE OF 188.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY, HAVING A RADIUS OF 79.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°26'51" EAST, 57.77 FEET AND THE **POINT OF BEGINNING**; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°52'47", A DISTANCE OF 59.14 FEET; THENCE NORTH 61°00'17" EAST, A DISTANCE OF 181.15 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 199.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°49'56" EAST, 70.29 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'42", A DISTANCE OF 70.66 FEET; THENCE NORTH 40°39'35" EAST, A DISTANCE OF 53.71 FEET; THENCE NORTH 86°46'13" EAST, A DISTANCE OF 197.39 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°40'02" EAST, 37.80 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°07'30", A DISTANCE OF 40.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°18'37" EAST, 24.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°24'41", A DISTANCE OF 25.97 FEET;

"CONTINUE ON PAGE 2 OF 3"

SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3, SHEET 3 BEING A SKETCH.
2. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A TEMPORARY CONSTRUCTION EASEMENT.
3. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
4. PROPERTY, TRACT AND UNDER LYING PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
5. THIS IS AN ELECTRONICALLY SIGNED AND SEALED DOCUMENT PURSUANT TO CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE. THE PRINTED VERSION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED LAND SURVEYOR AND MAPPER.

CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I **FURTHER CERTIFY** THAT THIS DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE STANDARDS OF PRACTICE FOR A DESCRIPTION/SKETCH AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Marla Moore
14:21:38 2026.06.12
'00'04-

MARLA MOORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7600

THIS DRAWING
DOES NOT REPRESENT A SURVEY
MIAMI–DADE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT C-1
PERPETUAL EASEMENT

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	1 OF 3

DESCRIPTION:

"CONTINUED FROM PAGE 1 OF 3"

THENCE NORTH 87°29'02" EAST, A DISTANCE OF 229.68 FEET; THENCE SOUTH 02°30'58" EAST, A DISTANCE OF 49.55 FEET; THENCE NORTH 87°34'02" EAST, A DISTANCE OF 6.47 FEET; THENCE SOUTH 00°25'02" EAST, A DISTANCE OF 48.90 FEET; THENCE SOUTH 35°32'16" WEST, A DISTANCE OF 13.92 FEET; THENCE SOUTH 50°34'26" WEST, A DISTANCE OF 70.93 FEET; THENCE SOUTH 88°24'37" WEST, A DISTANCE OF 263.26 FEET;THENCE SOUTH 86°45'39" WEST, A DISTANCE OF 473.28 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED WESTERLY, HAVING A RADIUS OF 28730.91 FEET, A CHORD BEARING AND DISTANCE OF NORTH 17°05'15" EAST, 22.88 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'44", A DISTANCE OF 22.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.37 ACRES MORE OR LESS.

THIS DRAWING
DOES NOT REPRESENT A SURVEY

MIAMI–DADE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU
SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33406

EXHIBIT C-1
PERPEUAL EASEMENT

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
M.N.M.	B.S.M.	6/12/26	N/A	PERM_EMNT.dwg	2 OF 3

Legislation
14.4.

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:	City Manager, Darvin Willams
VIA:	City Manager, Darvin Willams
DATE:	August 27, 2026

RE: Resolution No. R2026-118 Terminating and Replacing Greenspoon Marder LLP (Sponsored by Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo

Docusign Envelope ID: 04467C47-AED0-8B9F-8192-C9A53D6E450A

CITY OF NORTH MIAMI BEACH

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TERMINATING THE RETAINER AGREEMENT WITH GREENSPOON MARDER, LLP FOR CITY ATTORNEY SERVICES; APPOINTING STEVEN W. ZELKOWITZ, P.A. TO SERVE AS INTERIM CITY ATTORNEY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A RETAINER AGREEMENT WITH STEVEN W. ZELKOWITZ, P.A., IN SUBSTANTIALLY SIMILAR FORM TO THE CITY'S EXISTING RETAINER AGREEMENT, FOR A TERM NOT TO EXCEED SIX (6) MONTHS OR UNTIL SUCH TIME AS THE CITY COMMISSION APPOINTS A PERMANENT CITY ATTORNEY OR TAKES OTHER ACTION, WHICHEVER OCCURS FIRST, AT A MONTHLY RETAINER OF THIRTY-FIVE THOUSAND DOLLARS ($35,000); PROVIDING FOR THE ORDERLY TRANSITION OF LEGAL SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") currently retains Greenspoon Marder, LLP ("Greenspoon Marder") to provide City Attorney services pursuant to an Engagement Agreement approved by the City Commission, consisting of an Engagement Letter dated April 9, 2024, together with the incorporated Standard Fee Addendum ("Existing Retainer Agreement"); and

WHEREAS, the Existing Retainer Agreement provides that the City, as client, has the right to terminate Greenspoon Marder's representation at any time and for any reason; and

WHEREAS, the Mayor and City Commission have determined that it is in the best financial and operational interests of the City to transition from the current contracted City Attorney services to an interim contract for City Attorney services while transition to an in-house Office of the City Attorney model is contemporaneously contemplated; and

WHEREAS, an orderly transition from the City's existing contracted legal services to an interim contract is necessary; and

WHEREAS, the City Commission desires to appoint Steven W. Zelkowitz, P.A. ("Interim City Attorney" "or such other Interim City Attorney as the Mayor and City Commission may designate") to provide interim City Attorney services; and

WHEREAS, the City Commission finds that retaining Steven W. Zelkowitz, P.A. for a period not to exceed six (6) months, or until the City Commission appoints a permanent City Attorney, or takes other action, whichever occurs first, will provide continuity and stability in the provision of legal services; and

WHEREAS, the City Commission finds that the appointment of Steven W. Zelkowitz, P.A. as Interim City Attorney upon the terms provided herein is in the best interests of the City.

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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. Incorporation of Recitals.

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Termination of Greenspoon Marder, LLP Retainer Agreement.

Pursuant to Paragraph 14 of the Standard Fee Addendum incorporated into the Existing Retainer Agreement, the City Commission hereby exercises the City's contractual right to terminate the representation of Greenspoon Marder, LLP and terminates the Existing Retainer Agreement for City Attorney services, effective at 11:59 p.m. on August 31, 2026.

The City Manager is authorized and directed to provide Greenspoon Marder, LLP with written notice of the Commission's action and the effective termination date and to take such administrative actions as are reasonably necessary to effectuate the termination authorized by this Resolution.

Nothing herein shall relieve the City of its obligation to pay properly documented and authorized fees, costs, and reimbursable expenses incurred pursuant to the Existing Retainer Agreement through the effective termination date.

Section 3. Transfer of Files, Records, and Pending Matters.

Consistent with the Existing Retainer Agreement and applicable law, Greenspoon Marder, LLP shall transfer to the City, at no cost to the City, all City files, public records, correspondence, legal opinions, contracts, pending legislation, litigation and administrative files, discovery materials, calendars, deadlines, electronically maintained information, and other records in its possession obtained or maintained in connection with its representation of the City.

The Interim City Attorney, in coordination with the City Manager and appropriate City personnel, is authorized and directed to facilitate an orderly transfer of such files and records and to take reasonable administrative actions necessary to preserve continuity of legal representation and protect the City's interests.

Section 4. Appointment of Interim City Attorney.

Pursuant to Section 3.3 of the City Charter, the City Commission hereby appoints Steven W. Zelkowitz, P.A. to serve as Interim City Attorney for the City of North Miami Beach effective September 1, 2026.

The appointment shall commence on September 1, 2026, immediately following the effective termination of Greenspoon Marder, LLP's service as City Attorney, and shall continue for a period not to exceed six (6) months or until such time as the City Commission appoints and the permanent City Attorney commences service, or the City Commission takes other action, whichever occurs first.

Docusign Envelope ID: 04467C47-AED0-8B9F-8192-C9A53D6E450A

Nothing contained herein shall restrict or delay the City Commission's authority to recruit, select, and appoint a permanent City Attorney at any time during the interim appointment.

Section 5. Interim City Attorney Retainer Agreement.

The City Manager is hereby authorized and directed to finalize and execute, on behalf of the City, a retainer agreement with Steven W. Zelkowitz, P.A. for Interim City Attorney services, substantially in accordance with the terms approved by the City Commission herein and in a form substantially similar to the Existing Retainer Agreement. Any modifications shall be administrative or non-material in nature and shall not modify the compensation, term, scope of City Attorney duties, or termination provisions established by this Resolution without further approval of the City Commission.

The retainer agreement shall provide for:

1. A monthly flat-rate retainer of Thirty-Five Thousand Dollars ($35,000) for general City Attorney services;
2. A term not to exceed six (6) months, commencing upon the effective date of the appointment, and automatically terminating upon the appointment and commencement of service of a permanent City Attorney, or the City Commission takes other action, if occurring sooner;
3. Performance of the duties and responsibilities of City Attorney as established by the City Charter and applicable law;
4. Appropriate provisions governing professional responsibility, conflicts of interest, public records, confidentiality, billing, transfer of City files and records, and termination; and
5. Such other terms and conditions substantially similar to the Existing Retainer Agreement as are reasonably necessary to provide uninterrupted City Attorney services during the transition to an in-house Office of the City Attorney; and
6. Compensation for any additional services and reimbursement of expenses expressly authorized pursuant to the retainer agreement.

Section 6. Pending Litigation and Special Matters.

The termination of the Existing Retainer Agreement as the City's general City Attorney engagement shall not, by itself, require the immediate termination of Greenspoon Marder, LLP as counsel of record in any pending judicial, administrative, or other proceeding where immediate substitution or withdrawal would adversely affect the City's interests.

The Interim City Attorney, in consultation with the City Manager and appropriate independent or special counsel where necessary, is authorized to coordinate the orderly substitution or withdrawal of counsel in pending matters, subject to applicable court rules, administrative procedures, contractual requirements, and further City Commission approval where required.

Any continued representation by Greenspoon Marder, LLP following termination of the general City Attorney engagement shall be limited to matters reasonably necessary to protect the City's interests during transition or as otherwise determined, and shall remain subject to applicable City authorization and appropriation requirements.

Docusign Envelope ID: 04467C47-AED0-8B9F-8192-C9A53D6E450A

Section 7. Implementation.

The City Manager is hereby authorized and directed to take all budgetary and administrative actions reasonably necessary to implement this Resolution, including providing notice of termination, processing final properly documented financial obligations under the Existing Retainer Agreement, executing the interim retainer agreement authorized herein, coordinating the transfer of City files and records, and ensuring continuity of City Attorney services.

Section 8. Conflicts.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date.

This Resolution shall become effective immediately upon its adoption.

SPONSORED BY: COMMISSIONER LYNN SU

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH AT A REGULAR MEETING HELD ON AUGUST 27, 2026.

_____
Michael Joseph, Mayor

ATTEST:

_____
Andrise Bernard, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

JEFF P. H. CAZEAU, P.L., Special Counsel to the City of North Miami Beach

By: Signed by: C9ADC32203984A1...
Jeff P. H. Cazeau

City of North Miami Beach
Agenda Cover Memo

City Manager:				**City Manager Signature:**				
Commission Meeting Date:	Aug 27, 2026		**Item Type:** (Enter X In Box)	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact (Enter X In Box)	**Yes**	**No**	**Ordinance Reading:** (Enter X In Box)		**1st Reading**		**2nd Reading**	
	X							
			Public Hearing: (Enter X In Box)		**Yes**	**No**	**Yes**	**No**
Funding Source: **Account#:**	**Enter Account Information In Financial Impact Section**		**Advertising Requirement:** (Enter X In Box)		**Yes**		**No**	
Contract/P.O. Required (Enter X In Box)	**Yes**	**No**	**RFP/RFQ/Bid #**					
		X						
Strategic Plan Related (Enter X In Box)	**Yes**	**No**	**Strategic Plan Priority Area**					
	X		**Safe, Clean and Beautiful Community**					☐
			Elevate Quality of Life by Improving Resilience, Sustainability And Affordable Placemaking					☐
			Provide Innovative Digital Services					☐
			Maintain High Performing City Organization Focused on Excellent Customer Service					☐
			Advance Culture and the Arts					☐
			Revitalize Downtown and Major Corridors					☐
			Financially Sound Government					X
Sponsor	Commissioner Su			**Department**				

Short Title

Termination of Greenspoon Marder as the City of North Miami Beach City Attorney with replacement as the Interim City Attorney by Steven W. Zelkowitz, PA

Staff Summary

History/Background: Greenspoon Marder has served as the City of North Miami Beach City Attorney since April, 2024.

Current Activity: Interest has been expressed in terminating Greenspoon Marder as the City of North Miami Beach City Attorney and creating an in-house Office of the City Attorney. If the City Commission determines that it is in the best interest of the City to terminate the services of Greenspoon Marder, interim legal services will be required until an Office of the City Attorney can be implemented.

The firm of Steven W. Zelkowitz, PA, the City's current CRA Attorney, is willing and capable of assuming the responsibilities of Interim City Attorney until an Office of the City Attorney is implemented and fully operational. The retainer for Steven W. Zelkowitz, PA will be $35,000 per month as compared to the current monthly retainer of $50,393 for a period not to exceed six months.

Financial Impact: There are no penalty fees associated with the termination of Greenspoon Marder with the only further charges being related to unbilled services for work that may be underway. The City will further realize savings of slightly over $15,000 per month in retainer fees for the period that the services of Steven W. Zelkowitz, PA are required as Interim City Attorney. It is further believed that the implementation of an in-house Office of the City Attorney will save the City between $750,000 and $1,000,000 annually by greatly reducing the requirement for external legal services.

Proposed Action

Staff will adhere to the direction provided by the City Commission on this issue.

Attachments

Greenspoon Marder engagement letter of April 9, 2024

Legislation
14.5.

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:	Commissioner Fortuna Smukler
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Resolution No R2026-119 Approving a Moratorium on Permanent Charter Member Selection (Commissioner Fortuna Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPOINTMENT OF PERMANENT CHARTER OFFICERS DURING THE PERIOD IMMEDIATELY PRECEDING AND FOLLOWING THE 2026 MUNICIPAL ELECTION; PROVIDING THAT NO PERMANENT CHARTER OFFICER SHALL BE APPOINTED UNTIL ALL MEMBERS OF THE CITY COMMISSION ELECTED DURING THE 2026 MUNICIPAL ELECTION HAVE BEEN DULY SWORN INTO OFFICE; PRESERVING THE AUTHORITY OF THE CITY COMMISSION TO MAKE INTERIM OR ACTING APPOINTMENTS NECESSARY TO ENSURE CONTINUITY OF MUNICIPAL OPERATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") will conduct municipal elections on Tuesday, November 3, 2026 when three (3) seats on the City Commission will be subject to election; and

WHEREAS, the results of the 2026 municipal election will therefore determine the composition of a substantial portion of the City Commission responsible for establishing the policy direction of the City during the succeeding term; and

WHEREAS, Charter Officers occupy positions of exceptional responsibility and exercise significant authority affecting the City's administration, legal affairs, governance, finances, public records, and implementation of the policy directives of the City Commission; and

WHEREAS, the appointment of a permanent Charter Officer is among the most consequential personnel decisions entrusted to the City Commission and may materially influence the administration and operation of the City beyond the remaining terms of individual members of the Commission making such appointment; and

WHEREAS, the Mayor and City Commission recognize the importance of preserving continuity of municipal government while also respecting the ability of a newly constituted City Commission to participate meaningfully in major and enduring decisions affecting the future administration of the City; and

WHEREAS, the City Commission finds that, during the period immediately preceding a municipal election involving three (3) Commission seats, principles of good governance, institutional stability, and respect for the electoral process favor deferring permanent Charter Officer appointments until the members elected by the voters have assumed office; and

WHEREAS, such a temporary limitation does not prevent the City Commission from ensuring continuity of municipal operations through the appointment or continued service of qualified interim or acting Charter Officers; and

WHEREAS, the City Commission desires to establish a temporary moratorium applicable only to permanent appointments and which shall automatically expire upon all persons elected to the City Commission during the 2026 municipal election being duly sworn into office; and

WHEREAS, the City Commission finds that adoption of this Resolution promotes orderly governance and allows the Commission constituted following the 2026 municipal election to participate in permanent Charter Officer appointments that will substantially affect the City's administration during its tenure.

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

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Temporary Moratorium on Permanent Charter Officer Appointments. Effective immediately upon adoption of this Resolution, the City Commission shall not appoint, approve, confirm, or otherwise designate any individual or entity to serve on a permanent basis in any Charter Officer position of the City of North Miami Beach until all persons elected to the City Commission during the City's 2026 municipal election, including any runoff election if applicable, have been duly sworn into office.

During the effective period of this Resolution, no item providing for the permanent appointment of a Charter Officer shall be placed on an agenda for final action by the City Commission.

Section 3. Interim and Acting Appointments. Nothing contained in this Resolution shall prevent the City Commission from appointing, retaining, extending the service of, or otherwise providing for an Interim or Acting Charter Officer when reasonably necessary to maintain continuity of municipal operations and the uninterrupted performance of the duties assigned to such Charter Office.

Any appointment made pursuant to this Section shall be expressly designated as interim or acting and shall not constitute or be construed as a permanent appointment.

Section 4. Preservation of Charter Authority. Nothing in this Resolution shall be construed to amend, diminish, transfer, or otherwise modify any power or authority granted to the City Commission by the City Charter.

This Resolution establishes a temporary policy governing the timing of the Commission's exercise of its Charter appointment authority during the 2026 municipal election transition period and shall be interpreted in a manner consistent with the City Charter.

Section 5. Automatic Expiration. The temporary moratorium established by this Resolution shall automatically expire, without further action of the City Commission, immediately upon all persons elected to the City Commission in the City's 2026 municipal election, including any runoff election if applicable, being duly sworn into office.

Upon expiration of the moratorium, the City Commission as then constituted may exercise its authority under the City Charter to recruit, consider, appoint, remove, or otherwise take action concerning any Charter Officer without regard to this Resolution.

Section 6. Applicability. This Resolution shall apply to any permanent Charter Officer appointment that has not been finally approved by the City Commission prior to the effective date of this Resolution.

Nothing herein shall affect the status, authority, compensation, or tenure of any permanent Charter Officer duly appointed prior to the effective date of this Resolution.

Section 7. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict during the effective period of this Resolution.

Section 8. Severability. If any section, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption and shall remain in effect until its automatic expiration pursuant to Section 5 herein.

[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of August, 2026**.

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: Commissioner Fortuna Smukler

Legislation
14.6.

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:	Darvin Williams, City Manager
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Resolution No. R2026-120 Ratifying and Approving a Budget Transfer for Legal Expenses (Sponsored by City Manager Darvin Williams)

Description

BACKGROUND ANALYSIS:

The City has experienced unanticipated legal expenses necessitating a transfer of budgeted contingency funds to pay expenses for services provided to date and anticipated through the end of the fiscal year. Through such matters as the NMB Water surcharge, representation of the City in unit clarification before the state's Public Employees Relations Commission, and legal defense for claims and litigation, the budget for Legal Professional Services has been exhausted.

Additionally, prior fiscal years' legal expenses have been paid from various accounts and departments. Through the coordinated efforts of Finance, Procurement, HR/Risk, the City Attorney's Office, and Office of the City Manager, expenses that have been accounted inconsistently across departments are being centralized.

RECOMMENDATION: Administration recommends approval of the resolution ratifying the interdepartmental budget transfer and in doing so the continued representation of the City in various legal matters and efforts to improve financial transparency and sound budgeting and accounting principles.

FISCAL/ BUDGETARY IMPACT: There is no additional fiscal impact to the City and no increase to the adopted FY 2025–2026 budget. The transfer utilizes existing contingency funds.

ATTACHMENTS:

Description

- Memo
- Resolution

Commission Agenda Staff Report

Date: August 18, 2026
Resolution No.: 2026-XX
To: Mayor and City Commission
From: Darvin Williams, City Manager
Prepared By: Jacob Newman, HR Manager

Agenda Title: Resolution Ratifying and Approving a Budget Transfer for Legal Expenses

Background
The City has experienced unanticipated legal expenses necessitating a transfer of budgeted contingency funds to pay expenses for services provided to date and anticipated through the end of the fiscal year. Through such matters as the NMB Water surcharge, representation of the City in unit clarification before the state's Public Employees Relations Commission, and legal defense for claims and litigation, the budget for Legal Professional Services has been exhausted.

Additionally, prior fiscal years' legal expenses have been paid from various accounts and departments. Through the coordinated efforts of Finance, Procurement, HR/Risk, the City Attorney's Office, and Office of the City Manager, expenses that have been accounted inconsistently across departments are being centralized.

Recommendation
Administration recommends approval of the resolution ratifying the interdepartmental budget transfer and in doing so the continued representation of the City in various legal matters and efforts to improve financial transparency and sound budgeting and accounting principles.

Fiscal Impact
There is no additional fiscal impact to the City and no increase to the adopted FY 2025–2026 budget. The transfer utilizes existing contingency funds.

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING AN INTERFUND BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF $450,000 FROM LIABILITY INSURANCE FUND CONTINGENCY ACCOUNT TO GENERAL FUND LEGAL PROFESSIONAL SERVICES ACCOUNT TO SUPPORT UNANTICIPATED LEGAL EXPENSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2025-141 on November 17, 2025, establishing a comprehensive Policy governing internal budget transfers, continuing appropriations, reporting requirements and financial transparency and setting formal approval thresholds for the City; 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 City's legal expenses for the defense of claims, litigation, and representation before the state's Public Employees Relations Commission have exceeded the adopted budget; and

WHEREAS, the Legal Professional Services account does not currently have sufficient appropriations to cover the expenses based on actual invoices received to date and projected expenditures for the remainder of the fiscal year; and

WHEREAS, a total budget transfer of $450,000 is required to move available contingency to professional services accounts to support continued services; and

WHEREAS, the requested budget transfer does not increase the overall FY 2025-2026 adopted budget and utilizes existing budgeted funds; and

WHEREAS, pursuant to the City's Budget Control Policy, the City Manager has authorized and approved a budget transfer in the amount of $450,000; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve the proposed budget transfer to ensure sufficient budgeted funds are available to cover the increased costs associated with City-wide legal expenses; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLROIDA:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Commission hereby approves a budget transfer in the amount of $450,000 from the Liability Insurance Fund Contingency account to the General Fund Legal Professional Services account to ensure sufficient funding is available to cover the increased costs associated with City-wide legal expenses, as follows:

From Account Number	From Account Title	Amount	To Account Number	To Account Title
030310-513995	CONTINGENCY	$450,000	010020-514310	PROFESSIONAL SERVICES

Section 3. The City Manager or designee is authorized to take all actions necessary to implement this Resolution. The transferred funds are authorized to be used to cover legal services.

Section 4. The City Manager and the Finance Department are hereby authorized to take all necessary administrative actions to implement this budget transfer.

Section 5. The Resolution 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 **18th day of August 2026**.

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

Legislation
14.7.

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:	Darvin Williams, City Manager
VIA:	Darvin Williams, City Manager
DATE:	August 27, 2026

RE: Resolution No. R2026-121 Transferring Legal Services In-House (Sponsored by Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- Legal Invoices
- Legal Invoices Pending

RESOLUTION NO. R2026-XXX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO REALLOCATE FUNDING FROM A LINE ITEM CURRENTLY DESIGNATED TO COVER CONTRACTUAL SERVICES TO LINE ITEMS TO FUND FULL-TIME PERSONNEL TO STAFF THE OFFICE OF THE CITY ATTORNEY; PROVIDING FOR A STAFFING LEVEL OF ONE (1) FULL-TIME CITY ATTORNEY, ONE (1) FULL-TIME ASSISTANT CITY ATTORNEY, AND ONE (1) FULL-TIME PARALEGAL ASSISTANT; PROVIDING THAT THE INITIAL ANNUAL PERSONNEL BUDGET FOR THE OFFICE OF THE CITY ATTORNEY SHALL NOT EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS ($650,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of North Miami Beach ("City") currently expends funds for City Attorney services through a professional services contract with an outside law firm; and

WHEREAS, the Mayor and City Commission seek to enhance the cost-effectiveness, quality, efficiency, and responsiveness of legal services provided to the City by returning to an in-house legal model; and

WHEREAS, contemporaneously herewith, the City Commission is considering separate legislative action concerning termination of the City's existing contractual arrangement for City Attorney services and transition to Interim City Attorney; and

WHEREAS, the Office of the City Manager, as required by ordinance, has conducted a fiscal analysis comparing the anticipated costs of an in-house Office of the City Attorney with the City's existing expenditures for contracted City Attorney services and has determined that implementation of the in-house model may result in significant annual savings to the City; and

WHEREAS, re-establishing City Attorney services in-house may allow for significant cost savings, greater accessibility, and accountability in the provision of legal counsel to the City Commission, Office of the City Clerk, Office of the City Manager, and all municipal departments; and

WHEREAS, the City Commission finds that reallocating existing contractual service funds to re-establish in-house City Attorney services is in the best financial and operational interest of the City;

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

Section 1. Reallocation of Funds.
Funds currently appropriated for contractual City Attorney services are hereby reallocated to the appropriate personnel and operating line items necessary to fund the in-house Office of the City

Attorney. The City Manager is authorized and directed to implement such budgetary transfers and amendments as may be necessary and to return any resulting savings to the General Fund.

Section 2. Funding of In-House City Attorney Personnel.
The City hereby re-establishes funding to staff the Office of the City Attorney with full-time employees of the City of North Miami Beach.

Section 3. Staffing Requirements.
The Office of the City Attorney shall include:

- One (1) full-time City Attorney, appointed by the City Commission in accordance with Section 3.3 of the City Charter;
- One (1) full-time Assistant City Attorney, appointed by and serving under the direction of the City Attorney pursuant to Section 3.3.1(H) of the City Charter, with the Human Resources Department providing administrative support necessary to effectuate such appointment; and
- One (1) full-time Paralegal Assistant, appointed by and serving under the direction of the City Attorney pursuant to Section 3.3.1(H) of the City Charter, with the Human Resources Department providing administrative support necessary to effectuate such appointment.

Section 4. Budgetary Limitation.
The initial annual budget for salaries, benefits, retirement contributions, FICA, workers' compensation, and other personnel-related costs for the Office of the City Attorney shall not exceed Six Hundred Fifty Thousand Dollars ($650,000).

Section 5. Implementation.
The City Manager is hereby authorized and directed to take all necessary budgetary and administrative actions to implement this Resolution, including preparation of any necessary budget amendments and establishment and funding of the positions authorized herein.

The Human Resources Department shall provide administrative support to the Office of the City Attorney with respect to position classification, compensation and benefits administration, onboarding, payroll, and other generally applicable personnel administrative functions.

Consistent with Sections 3.1.1(A) and 3.3.1(H) of the City Charter, nothing in this Resolution shall be construed to grant the City Manager, the Human Resources Department, or any other City official authority to select, appoint, or remove unclassified personnel of the Legal Department. The appointment and removal of all unclassified personnel within the Legal Department shall remain within the authority of the City Attorney as provided by the City Charter.

Section 6. Conflicts.
All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **27th day of August, 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: Commissioner Lynn Su

City of North Miami Beach
Agenda Cover Memo

City Manager:				**City Manager Signature:**				
Commission Meeting Date:	Aug 27, 206		**Item Type:** (Enter X In Box)	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact (Enter X In Box)	**Yes**	**No**	**Ordinance Reading:** (Enter X In Box)		**1st Reading**		**2nd Reading**	
	X							
			Public Hearing: (Enter X In Box)		**Yes**	**No**	**Yes**	**No**
Funding Source: **Account#:**	**Enter Account Information In Financial Impact Section**		**Advertising Requirement:** (Enter X In Box)		**Yes**		**No**	
							X	
Contract/P.O. Required (Enter X In Box)	**Yes**	**No**	**RFP/RFQ/Bid #**					
	X							
Strategic Plan Related (Enter X In Box)	**Yes**	**No**	**Strategic Plan Priority Area**					
			Safe, Clean and Beautiful Community					☐
			Elevate Quality of Life by Improving Resilience, Sustainability And Affordable Placemaking					☐
			Provide Innovative Digital Services					☐
			Maintain High Performing City Organization Focused on Excellent Customer Service					☐
			Advance Culture and the Arts					☐
			Revitalize Downtown and Major Corridors					☐
			Financially Sound Government					X
Sponsor	Commissioner Su			**Department**				

Short Title

Creation Of An In-House Office Of The City Attorney

Staff Summary

Current Activity: Staff conducted a financial analysis of its current model of contracted City Attorney services versus its former model of in-house Office of the City Attorney with full-time legal staff.

Financial Impact: The City is currently spending $1,500,000 to $2,000,000 annually with external legal services. The in-house Office of the City Attorney will have a budget not to exceed

$650,000, with three full-time legal staff. Staff anticipates an annual savings of approximately $1,000,000.

Proposed Action

Attachments

Legal Invoices

Legal Invoices Pending

Legal Invoices - Analysis
Fiscal Years 2024 - 2026 *

Greenspoon Marder

	FY 2024	FY 2025	FY 2026 *	TOTAL
Monthly Retainer Fees	$ 261,250.00	$ 578,550.00	$ 495,125.90	$ 1,334,925.90
Other Legal Fees	-	123,780.35	136,219.73	260,000.08
	$ 261,250.00	**$ 702,330.35**	**$ 631,345.63**	**$ 1,594,925.98**

Other Outside Attorneys $ 267,842.48
Paid in FY 2026
See Other Attorneys tab for list of other attorneys

Note:
* FY 2026 invoices are for the period October 1, 2025 - July 30, 2026.

Legal Invoices for payment	Matter & Invoice			
Coffey Burlington				
	Miami Gardens Surcharge Dispute			
			$	14,559.11
			$	13,829.11
			$	16,609.11
			$	44,997.33
Shubin Law				
	City of Miami Gardens vs. NMB			
		Apr	$	148.50
		May	$	495.00
		June	$	594.00
			$	1,237.50
Johnson, Anselmo				
	Emmanuel Jean			
		May	$	2,977.10
		June	$	5,538.40
			$	8,515.50
	Falcinelli (City & Indvidually)			
		May	$	1,646.00
		May	$	1,155.00
		June	$	5,660.00
		June	$	455.00
			$	8,916.00
	Rudisel			
		June	$	525.00
			$	525.00
	Total for Johnson Anselmo		$	17,956.50

Weiss Serota

PERC

January	$	9,709.00
February	$	5,021.05
March	$	5,292.50
April	$	2,052.78
May	$	953.50
June	$	1,131.50
July	$	2,299.50
	$	26,459.83

Maule Lake

January	$	21,754.00
February	$	16,972.50
March	$	44,165.56
April	$	4,837.83
May	$	4,745.45
June	$	1,088.28
	$	93,563.62

Monestime

June	$	14,892.00
July	$	12,849.04
PRR	$	8,833.00
	$	36,574.04

Joseph

July	$	1,058.50
	$	1,058.50

Total for Weiss Serota $ 157,655.99

Paid from Account

010200 514310 CM PROFESSIONAL SERVICES

010020-514310 CAO PROFESSIONAL SERVICES

pending CAO review

pending CAO review
pending CAO review

pending CAO review

Appointments
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:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	August 27, 2026

RE: Appointing Virginia Breedlove to the Commission on the Status of Women (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Application

City of North Miami Beach, Florida

APPLICATION FOR COMMISSION ON THE STATUS OF WOMEN

The Commission on the Status of Women shall serve in an advisory capacity to the City Commission, the City Administration, the community, and all agencies and persons in the City of North Miami Beach with respect to all matters pertaining to the status of women, including, but not limited to, discrimination against women, employment of women, education of women, and the establishment of day care centers in the community. The Commission shall attempt to assist others in developing a proper attitude towards women in the community.

(PLEASE PRINT CLEARLY)

1. NAME: Virginia Anderson-Breedlove

2. HOME ADDRESS: 1590 NE. 153 tr

   CITY: North miami Beach STATE: Florida ZIP: 33162

3. BUSINESS NAME: EMPOWERED WOMEN IN THE FIELD

   BUSINESS ADDRESS: 10661 NE 45th St (BUSINESS OPERATES TRI COUNTY)

   CITY: CORAL SPRINGS STATE: FL ZIP: 33065

4. CONTACT NO: (HOME) 754. 232.8360 (BUSINESS) 7

   CELL: _____ EMAIL ADDRESS: WOMENINTHEFIELDINC@GMAIL.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 X

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   (GED.) EXTENSIVE VOCATIONAL TRAINING.

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO X
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: N/A)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: BUSINESS OWNER OF OPERATIONS. (SELF EMPLOYED.

2013 to ____ MISS CLEAN TLC MANAGEMENT LLC.

____ to ____ EMPOWERED WOMEN IN THE FIELD INC (NON-PROFIT ORGANIZATION)

____ to Current 2020 ____

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH WOMEN EMPOWERMENT MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

_____ _____
_____ _____
_____ _____

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE COMMITTEE ON STATUS OF WOMEN:
I am applying FOR THE COMMITTEE ON THE STATUS OF WOMEN, BECAUSE SERVING ON THIS COMMITTEE WOULD ALLOW ME TO BRING MY LEADERSHIP, EXPERIENCE, COMMUNITY ENGAGEMENT, STRATEGIC PLANNING, and Collaborative approach to MEANINGFUL initiatives THAT IMPROVE the LIVES OF WOMEN and Families Starting HERE in My Community, THE CITY OF NORTH MIAMI BEACH.

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD: STRATEGIC PLANNING, COMMUNITY ENGAGEMENT, HUMAN RESOURCES, NON-PROFIT DEVELOPMENT, AND ADVOCACY EXPERIENCE THAT ALIGNS WELL WITH THE MISSION OF THIS BOARD. i.e CONNECTING individuals WITH CRITICAL RESOURCES, WORKFORCE DEVELOPMENT AND MENTORSHIP.

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: 07.1.20 APPLICANT'S SIGNATURE: Virginia B.

APPOINTMENT DATE: _____ BY _____

Revised 2/14/19

Appointments
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:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	August 27, 2026

RE: Appointing Virginia Breedlove to the Library Board (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Application

City of North Miami Beach, Florida

APPLICATION FOR THE LIBRARY COMMITTEE

The Library Committee shall serve in an advisory capacity to the City Commission, the City Administration, the community, and all agencies and persons in the City of North Miami Beach with respect to all matters pertaining to the library facilities and program of the City of North Miami Beach.

(PLEASE PRINT CLEARLY)

1. NAME: VIRGINIA A. BREEDLOVE

2. HOME ADDRESS: 1590 NE 153 terrace

   CITY: NORTH MIAMI BEACH STATE: FL ZIP: 33162

3. BUSINESS NAME: EMPOWERED WOMEN IN THE FIELD INC. MISS CLEAN TLC Managment LLC.

   BUSINESS ADDRESS: 10101 NW 45th St

   CITY: CORAL SPRINGS STATE: FL ZIP: 33065

4. CONTACT NO: (HOME) 754.232.8360 (BUSINESS) _____

   CELL: _____ EMAIL ADDRESS: womeninthefield inc.@gmail c

   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 X

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   GED, vocational Training etc.

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO X
   (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: BUSINESS OWNER OF OPERATIONS

2013 to ____ MISS CLEAN TLC Management LLC

____ to ____ _____

Current to 2024 EMPOWERED WOMEN IN THE FIELD Inc.

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH LIBRARY MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

_____ _____

_____ _____

_____ _____

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE LIBRARY COMMITTEE:

_____

_____

_____

_____

_____

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.

APPLICATION DATE: _____ APPLICANT'S SIGNATURE: _____

APPOINTMENT DATE: _____ BY _____

Revised 2/14/19