

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Monday, November 14, 2022
6:30 PM**

City Commission

**Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez**

Appointed Officials

**Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

“The Great City”

AGENDA

REGULAR COMMISSION MEETING

November 14, 2022

6:30 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

City of Opa-locka Educational Scholarship Award

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Special Commission Meeting Minutes - October 5, 2022

Special Commission Meeting Minutes - November 3, 2022

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

10. PUBLIC PRESENTATIONS:

1. Marcum LLP

ref: City of Opa-locka Annual Financial Report for the Fiscal Year Ended September 30, 2020

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY'S COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM, IN THE AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000.00), FOR THE COMPLETE RENOVATION OF THE 127TH STREET CANAL, WITHIN THE CITY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT, DEO AGREEMENT NO. MT123, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A RELEASE AND TERMINATION OF COVENANT, AS FORTH IN EXHIBIT "A" HERETO, TO ALLOW FOR PROPERTY KNOWN AND LOCATED AT 2171 LINCOLN AVENUE, OPA-LOCKA, FLORIDA TO REVERT OWNERSHIP BACK TO MIAMI-DADE COUNTY AND TO FURTHER AUTHORIZE THE INTERIM CITY MANAGER TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE MIAMI-DADE COUNTY BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM INTERLOCAL AGREEMENT GRANT PROGRAM, IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), FOR THE RENOVATION / REHABILITATION OF THE OPA-LOCKA ADMINISTRATIVE BUILDING (HISTORIC CITY HALL), WITHIN THE CITY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY GRANT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING AND REPLACING CHAPTER 14, ARTICLE I, TO ESTABLISH A NUISANCE ABATEMENT PROGRAM; PROVIDING FOR THE CREATION OF A SPECIAL NUISANCE ABATEMENT TRUST FUND; PROVIDING FOR DEFINITIONS; PROVIDING FOR SUPPLEMENTAL MEANS FOR ENFORCEMENT; PROVIDING FOR POWERS AND DUTIES OF A NUISANCE INSPECTOR; PROVIDING FOR ENFORCEMENT PROCEDURE, COMPLIANCE REQUIREMENTS, PENALTIES, ATTORNEY'S FEES, REMEDIAL MEASURES AND IMPOSITION OF A SPECIAL ASSESSMENT AND LIENS TO RECOVER COSTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Williams***

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Housing Authority and Nuisance Abatement Board

1 individual appointment (Vice Mayor Taylor)

1 individual appointment (Mayor Williams)

Community Relations, Recreation and Activities Board

1 individual appointment (Commissioner Davis)

1 individual appointment (Commissioner Dominguez)

Planning & Zoning Board

1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Miami-Dade County Elections Early Voting, [Monday, October 24, 2022](#) - Sunday, November 6, 2022 from 7:00 a.m. - 7:00 p.m. Find an Early Voting Site near you and view current waiting times at www.MiamiDade.gov/elections**
2. **City of Opa-locka General & Special Elections, [Tuesday, November 8, 2022](#) from 7:00 a.m. - 7:00 p.m. Find your voting location at www.MiamiDade.gov/elections**
3. **Commissioner Alvin Burke Drive Public Dedication & Codesignation Ceremony, [Monday, November 14, 2022](#) at 10:00 a.m., Curtiss Drive at Northeastern intersection of Sultan Avenue, Opa-locka, FL.**
4. **City of Opa-locka Historic Environmental Preservation Board Meeting on [Thursday, November 17, 2022](#) at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**
5. **City of Opa-locka Planning & Zoning Appeals Board Meeting on [Tuesday, December 6, 2022](#) at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**
6. **Free aerobics classes sponsored by Vice Mayor Taylor [every Monday & Wednesday](#) from 6 p.m. - 7 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**
7. **City of Opa-locka Human Resources Department presents “Who wants to work Wednesdays” Open House, [every Wednesday](#) from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st floor lounge, Opa-locka, FL. Offering on the spot interviews.**

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

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING
October 5, 2022
5:30 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 5:43 p.m. on Wednesday, October 5, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez and Mayor Veronica Williams. Vice Mayor John H. Taylor Jr. arrived at 6:17 p.m. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda items only)

Mayor Williams thanked those who were present at the Special Commission Meeting and acknowledged that the Commission Meeting had been rescheduled due to the threat of the impact of Hurricane Ian. The Mayor said that the Commission wants to send many prayers to the hurricane victims.

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

Mayor Williams opened the floor for Public Input.

Mr. Marc Cooper introduced himself as the owner of the property at 15060 NW 22nd Avenue and recalled that 3 years ago, Commissioner Kelley asked him to be on a board to

vet the new City Attorney. Describing it as an honor, Mr. Cooper said that the idea behind choosing the present City Attorney was that she was from a small firm and the City of Opa-locka was its biggest client. He went on to express concerns because he said that twice he has seen less than stellar performance, including the City Attorney not being present at a Code Enforcement Hearing as well as when she was asked about the City's legal liability by the Commission.

Ms. Celia Pruett who resides at 2350 NW 141 Street, acknowledged that it's been a while since she has been to a Commission Meeting but that she has lived in Opa-locka for over 50 years. Ms. Pruett expressed concern over homeless people scouring the neighborhood and trashing the home across from Nathan B. Young Elementary School, where she has also witnessed the selling of drugs. She said that several Police Officers have come but nothing has been done. As a taxpayer, Ms. Pruett said she feels disrespected. She went on to state that she assumes the City receives money and asserted that the essential workers need to be taken care of. She concluded by stating that if she has to come back before the Commission, she is not going to be that nice, urging the Commission to come up with an action plan and do what they need to do for the Citizens of Opa-locka.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Input.

6. PRESENTATION:

1. Marcum, LLP City of Opa-locka Audit Timeline

Mr. Moises Ariza introduced himself as a representative of the City's external financial auditor, Marcum, LLP and said that they are working on the fiscal year September 30, 2020 audit. Mr. Ariza informed the Commission that they have received an updated draft of the financials which has been submitted to their quality control department, and he said that they are very optimistic that they should be able to conclude the audit by the end of the month of October. While acknowledging that they have had some delays because of certain changes with the City Manager's Office, Mr. Ariza reported that they are working closely with City Manager Darvin Williams, Finance Director Niema Walker and Financial Consultant Gerri Lazarre who he said are helping them bring the audit to a close in every way possible. He concluded by stating that soon after the final document is presented to the Commission, they will commence the 2021 audit.

Mayor Williams asked why the audit hadn't been completed.

Mr. Moises Ariza from Marcum, LLP explained that his firm was engaged earlier in the year, but that as they started auditing the City's records, they had to comply with the new

law in Florida Statutes Chapter 163, requiring a standalone audit of the Community Redevelopment Agency for the first time. Additionally, Mr. Ariza stated that when they commenced the 2020 audit, their professional standards require them to make sure that the beginning balances are correct through their balancing procedures, and they recommended that the City make some changes to the 2019 financial statements, which he said took some time. He assured the Commission that they are going as fast as they can and reminded them that their proposal refers to 90 days for the audit report and reiterated that they are at the tail end. Mr. Ariza concluded by stating that their goal is to make sure that when they present the financial statements in their audit report, that the information is complete and accurate and that the Commission can make decisions based on those numbers, which is why he said they are not trying to rush it and want to make sure that it is correct and meets professional audit standards.

Mayor Williams stated that it gives her pause that Marcum, LLP is asking for additional funds, in consideration of the City having paid hundreds of thousands of dollars to TriMerge Consulting Group after they have been told for several years that the audit would be done, and she lamented that it is still not done, the State of Florida is repeatedly being asked for extensions and TriMerge is now leaving the City without a complete audit.

Mr. Moises Ariza from Marcum, LLP reminded the Commission that his firm does not have any affiliation with TriMerge Consulting Group.

Mayor Williams stated that she knows that Marcum, LLP doesn't have any affiliation with TriMerge Consulting Group, and added that she appreciates that Ms. Niema Walker provided the Commission with a specific date when she and her team would complete the audit. The Mayor said that she wanted to put on the record that she is upset about the amount of money that the City has spent over the years with TriMerge.

Commissioner Dominguez stated that she is 100% with Mayor Williams. The Commissioner recalled that at the November 21st Special Commission Meeting when the Commission accepted the request for proposals from Marcum, LLP, financial consultant Gerri Lazarre, that Ms. Lazarre stated that the 2020 audit would be completed by February or March of 2022 which she pointed out never happened and she remembered having brought it up at a previous Commission Meeting, asking what percentage had been done. Additionally, she recalled that it was stated that both audits should have been completed by June 30, 2022, which never happened either. Further noting that the next due date was September 30, 2022 and they don't have it. Commissioner Dominguez said that from 2015 to 2019, all audits were done by Mr. Anthony Burnson, adding that she understands that in 2015 and 2018 there were challenges obtaining records, but she asserted that the 2019, 2020 and 2021 audits should not have those issues. Acknowledging that all 3 City Managers have made their goal to get the audit complete so that the City can get out of

financial oversight, the Commissioner stated that someone needs to be accountable. Commissioner Dominguez further stated that the Commission has tried to move everything forward because they want to get out of financial oversight, adding that the Commission has to hold the companies accountable to what is written in their request for proposals, and asked why the Commission was being asked to pay additional fees.

Mr. Moises Ariza from Marcum, LLP acknowledged that Commissioner Dominguez posed a valid question and he said that he thinks the City was overly optimistic with the commitment that it made in the request for proposals which stated that the City was immediately ready to commence 2 audits to be completed by June 15, 2022 with the trial balances ready. Mr. Ariza informed the Commission that Marcum, LLP had asked through addendums to confirm that the City was going to prepare the necessary documents. He also explained that when they found the error with the 2019 report, it took significant time and effort to reissue it. Mr. Ariza also informed the Commission that his firm has provided 4 status letters.

Commissioner Dominguez asked why Marcum, LLP was requesting an additional \$9,200 if they haven't completed the 2020 audit.

Mr. Moises Ariza from Marcum, LLP explained that when his firm submitted their all-inclusive fee, they did it based on the facts and commitments that the City included in the request for proposals, but they now need additional time due to the delays caused by some of the facts not being executed by the City as stipulated in the request for proposals.

Commissioner Bass said that she was waiting to hear Mr. Moises Ariza from Marcum, LLP answer Commissioner Dominguez's question about the percentage of completion of the audit.

Mr. Moises Ariza from Marcum, LLP reported that the audit is between 85% and 90% completed. Mr. Ariza informed the Commission that the 5th draft was submitted to their quality control process, which he said is almost done. He reminded the Commission that the financial statements will go to all Federal and State agencies that give funding to the City, in addition to Miami-Dade County, the Florida Auditor General and the Financial Emergency Board. Mr. Ariza concluded by offering assurances that they are going to make sure that the information is complete and accurate.

Commissioner Bass shared her understanding that Mr. Moises Ariza from Marcum, LLP was telling the Commission that they had everything that they needed from the City.

Mr. Moises Ariza from Marcum, LLP confirmed that his firm received everything they needed from the City on September 30th. He concluded by stating that he doesn't mind meeting with the City Manager's Office again or with any elected official, because he said

that his firm's goal is to be transparent to keep them accountable to what they promised, standing by their commitment to complete an audit within about 90 days once they receive all of the items.

7. RESOLUTION:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE AN ADDITIONAL PAYMENT OF NINE THOUSAND TWO HUNDRED DOLLARS (\$9,200.00) TO MARCUM, LLP FOR ADDITIONAL SUPPLEMENTAL WORK RELATED TO COMPLETING THE SEPTEMBER 30, 2020 AUDIT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

The above resolution was read by City Attorney Burnadette Norris-Weeks.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 7-1.

Interim City Manager Williams informed the Commission that the resolution proposed by Agenda Item 7-1 is a request from the City Manager's Office to provide additional payment to Marcum, LLP for the additional services they have provided to help the City complete the 2020 audit. Expressing his hope that they will meet the deadline, Manager Williams said they will then commence the 2021 audit and he requested that the Commission pass the Item.

It was moved by Commissioner Davis, seconded by Commissioner Bass to discuss Agenda Item 7-1.

There being no additional discussion, the resolution proposed in Agenda Item 7-1 passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Mayor Williams	Yes

- 2. AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANTHONY BRUNSON, P.A. FOR**

CERTIFIED ACCOUNTING SERVICES, AS SET FORTH IN EXHIBIT “A” HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by City Attorney Norris-Weeks.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 7-2.

Interim City Manager Williams informed the Commission that the emergency resolution proposed by Agenda Item 7-2, would bring in Anthony Brunson, P.A. as a company that’s very familiar with the City. The Manager reminded the Commission that the firm had previously provided the City with external audit services and would now provide internal audit services. Pointing out that TriMerge Consulting Group submitted their letter of resignation some time ago, the Manager said that he expects them to no longer be affiliated with the City upon the wrapping up of the 2020 audit. Noting that the City is going to continue to need an internal audit team that can pick up where TriMerge left off so that the City can move forward with the 2021 audit, he said that this was a plan that he presented to the Commission some time ago. Stressing that the City is already behind on the audit submissions to the state, Manager Williams requested that the Commission move the item forward.

City Attorney Norris-Weeks stated that she wanted to make a correction for the record that the emergency resolution proposed by Agenda Item 7-2 is for accounting services and not internal auditing services. The City Attorney said that Florida Statutes requires certain benchmarks be put in place for auditing services.

Mayor Williams noted that the emergency resolution proposed by Agenda Item 7-2 includes the term accounting services.

City Attorney Norris-Weeks confirmed that the services being proposed to be approved by Agenda Item 7-2 are accounting services.

It was moved by Commissioner Bass, seconded by Commissioner Davis to discuss Agenda Item 7-2.

Mayor Williams noted that Mr. Brunson was present at the meeting and recalled that when she first got on the Commission, they brought his services to the City and for whatever reason didn’t see him anymore. The Mayor expressed being glad to know that they are able to bring Mr. Brunson back because she said that he did such

great work on the City's accounting services. She said that she hoped they actually get something done and move the City forward.

There being no additional discussion, the emergency resolution proposed by Agenda Item 7-2 passed by a 3-0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Commissioner Davis	Not Present
Mayor Williams	Yes

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

The above resolution was read by City Attorney Norris-Weeks.

Mayor Williams asked City Attorney Norris-Weeks to introduce Agenda Item 7-3.

City Attorney Norris-Weeks informed the Commission that before the break, the Commission had before them some legal invoices for fiscal year 2021. The City Attorney pointed out that she had promised to provide them before the audit starts and reminded the Commission that she invited all of them to meet with her regarding the bills. She concluded by stating that they are before the Commission for their consideration, adding that they are detailed, and she is available to answer any questions.

Commissioner Bass noted that the resolution proposed by Agenda Item 7-3 does not stipulate a dollar amount, and she asked if the Commission was just voting on the invoices.

City Attorney Norris-Weeks stated that what is before the Commission are the legal invoices as they were submitted.

Commissioner Davis stated for the record that he does not feel comfortable approving the legal expenditures proposed by Agenda Item 7-3, pointing out that he spoke on the matter the first time it was presented before the Commission and recalling that he also voted no. The Commissioner said that he just didn't have the opportunity to examine the invoices from a day-to-day perspective. He said that

the City Manager was previously tasked with this, and the Commission even passed a resolution to that fact. Acknowledging that it is a fiscal emergency to close out the fiscal year and ensure sufficiency, Commissioner Davis said that he just doesn't feel comfortable approving it given the prior process that was in place and the oversight needed to ensure that the invoices are accurate and sound.

It was moved by Commissioner Dominguez, seconded by Commissioner Bass to discuss Agenda Item 7-3.

There being no additional discussion, the resolution proposed by Agenda Item 7-3 passed by a 4-1 vote.

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

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Taylor, seconded by Commissioner Bass to adjourn the Special Commission Meeting at 6:22 p.m.

Veronica	Williams
Mayor	

Attest:

Joanna	Flores,	CMC
City Clerk		

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

SPECIAL COMMISSION MEETING

November 3, 2022

6:30 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 6:45 p.m. on Thursday, November 3, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr. and Mayor Veronica Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

Mayor Williams invited everyone to observe a moment of silence.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda items only)

Mayor Williams opened Public Input.

There being no members of the public to address the Commission, Mayor Williams closed Public Input.

6. RESOLUTIONS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR INCORPORATION OF**

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

The above resolution was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis to discuss Agenda Item 6-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 6-1.

Interim City Manager Williams stated that this is a momentous occasion for the City of Opa-locka and the Commission, after many previous Commissions have looked to bring forward the contract between the Police Benevolent Association and the City, acknowledging that this Commission and Administration that got it done. The Manager said that there are significant changes to the contract that benefit the City and the Employees, including a significant pay increase to help with retention and pull down the turnover rate. Expressing excitement to bring the contract before the Commission, he also shared his appreciation for the Commission making themselves available during the busy election season to ratify the contract. Manager Williams concluded by stating that he looks forward to the Commission accepting the PBA contract.

Vice Mayor Taylor stated that he is excited to finally see the Police Benevolent Association contract on the agenda, recognizing that the Police is happy to see it. The Vice Mayor said that it is a step in the right direction so that the Police knows that the Commission has their back, and they are on their side. He went on to stress that public safety is a priority for the City and the Commission wants to let the Police Officers know that they support them.

Mayor Williams said ditto to what Vice Mayor Taylor stated, expressing excitement that the ratification of the Police Benevolent Association contract is happening, characterizing it as one of the largest accomplishments this year for the City. The Mayor said that she hopes the upward trajectory continues, expressing her confidence that it will. She offered kudos to the Police Department, the Police Benevolent Association, City Staff, the City Attorney and everyone that was involved.

There being no additional discussion, the resolution proposed in Agenda Item 6-1 passed by a 5-0 vote.

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

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ROAR MEDIA FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager (Item deferred)***

Mayor Williams asked to confirm that Agenda Item 6-2 had been deferred.

City Clerk Flores confirmed that Agenda Item 6-2 had in fact been deferred.

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to discuss Agenda Item 6-3.

Mayor Williams asked City Attorney Norris-Weeks to introduce Agenda Item 6-3.

City Attorney Norris-Weeks informed the Commission that the resolution proposed by Agenda Item 6-3 would approve the City Attorney's legal invoices. The City Attorney reminded the Commission that she had previously submitted all of the invoices for 2021, and the ones being submitted go through June of 2022. She informed the Commission that she has more bills, but she did not have a chance to go by her office before the Special Commission Meeting. The City Attorney proposed to put the other 3 on the agenda for the Commission Meeting, to bring herself up to date for the current fiscal year, as she said she had promised Commissioner Bass she would do.

There being no discussion, the resolution proposed by Agenda Item 6-3 passed by a 4-1 vote.

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

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Taylor, seconded by Commissioner Bass to adjourn the Special Commission Meeting at 6:52 p.m.

Veronica Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. 22-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY'S COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM, IN THE AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000.00), FOR THE COMPLETE RENOVATION OF THE 127TH STREET CANAL, WITHIN THE CITY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT, DEO AGREEMENT NO. MT123, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 28, 2022, the Department of Economic Opportunity (DEO), awarded Seven Million Dollars (\$7,000,000.00) to the City of Opa-Locka ("City") for the complete renovation of the 127th Street Canal, within the City, including expanding the depth of the canal and stabilizing the bank on both sides to enhance community flood protection; and

WHEREAS, the City Commission finds that it is the best interest of the City and its residents to accept the terms, conditions and funds of the State of Florida, Department of Economic Opportunity's Community Development Block Grant (CDBG), totaling Seven Million Dollars (\$7,000,000.00), for the complete renovation of the 127th Street Canal, within the City and execute the attached Contract with the State of Florida Department of Economic Opportunity, as set forth in Exhibit "A" hereto.

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

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

Section 2. Authorizing Execution of Agreement. The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to accept the terms and conditions of funding from the State of Florida, Department of Economic

Opportunity, related to the Community Development Block Grant (CDBG), in an amount totaling Seven Million Dollars (\$7,000,000.00), for the complete renovation of the 127th Street Canal, within the City, including expanding the depth of the canal and stabilizing the bank on both sides to enhance community flood protection and further authorizes the Interim City Manager to execute the Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement, DEO Agreement No. MT123, between the State of Florida, Department of Economic Opportunity and the City of Opa-Locka, as set forth in Exhibit "A".

Section 3. **Scrivener's Errors**

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

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____ day of November, 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Manager Signature:	DocuSigned by C46C07C1E8DE492...				
City Manager:	Darvin Williams		CM Signature:	C46C07C1E8DE492...				
Commission Meeting Date: 11/09/2022	Item Type: (Enter X in box)		Resolution	Ordinance	Other			
			X					
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)		Yes	No	Yes	No
						X		X
Funding Source: (Enter Fund & Dept.) Ex: Account# :			Advertising Requirement: (Enter X in box)		Yes		No	
							X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		N/A			
	X							
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X							
Sponsor Name	City Manager		Department:		Capital Improvements Program Management			

Short Title:

A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA ACCEPTING THE SUB-RECIPIENT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE CITY OF OPA-LOCKA FOR THE NW 127th STREET CANAL RESTORATION IN THE AMOUNT OF \$7,000,000.00

Staff Summary:

On January 28, 2022, Governor Ron DeSantis announced through the Department of Economic Opportunity (DEO) the award of \$7,000,000 to the City for the complete renovation of the 127th Street Canal, including expanding the depth of the canal and stabilizing the bank on both sides to enhance community flood protection.

This resolution is for the acceptance of the Grant and to execute the contract between the City and the Department of Economic Development Community Development Block Grant Mitigation Program (CDBG-MIT)

Financial Impact – This grant will provide the funding for the restoration of the NW 127th Street Canal.

Proposed Action:

Staff recommends the approval of the item.

Attachment:

1. Community Development Block Grant Mitigation Program (CDBG-MIT) Sub-recipient Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and the **City of Opa-Locka** (hereinafter referred to as the “Subrecipient”), each individually a “Party” and collectively “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for

each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, Project Description and Deliverables, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and

HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will

not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) Citizen Complaints. The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@deo.myflorida.com or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Jorge Passalacqua
107 E Madison Street
Tallahassee, FL 32399
850-921-3278
Jorge.Passalacqua@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Veronica Williams
780 Fisherman Street
Opa-locka, FL 33054
305-928-2868 x1003
VWilliams@opalockafl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **Seven Million Dollars and Zero Cents (\$7,000,000.00)** subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations.

Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low- and moderate- income persons;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment

relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF OPA-LOCKA, FLORIDA

DEPARTMENT OF ECONOMIC
OPPORTUNITY

By _____
Signature
Veronica Williams

By _____
Signature
Dane Eagle

Title Mayor

Title Secretary

Date _____
Federal
Tax ID # 85-8012740151C-0
UEI # YFKCKZNKEVG3

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for, but not limited to, funding under this program are infrastructure investments related to the following:

1. Restoration of critical infrastructure
2. Re-nourishment of protective coastal dune systems and state beaches
3. Building or fortifying buildings that are essential to the health, safety and welfare of a community
4. Rehabilitation or construction of stormwater management systems
5. Improvements to drainage facilities
6. Reconstruction of lift stations and sewage treatment plants
7. Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION: The City of Opa-Locka, Florida has been awarded Seven Million Dollars and Zero Cents (\$7,000,000.00) in CDBG-MIT (Community Block Grant – Mitigation) funding for a Community Flood Protection project involving the 127th Ave. canal, which is approximately 0.6 miles long, is located in the C-7 Canal Basin, and flows west to east discharging into the Spur Canal. The project will consist of canal dredging and restoration to reduce flood risk for the surrounding area. Canal will be stabilized by using a stacked canal bank stabilization (CBS) system.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
 1. Organizational Chart; and
 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.

4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
 - D. Upload required documents into a system of record provided by DEO.
 - E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
 - F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
 - G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
 - H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
 - I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
 - J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
 - K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
 1. A revised detail report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
 - L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
 - M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 1. Submit updated organization chart on a quarterly basis with quarterly report.

2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter.
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable 1 – Project Implementation

Subrecipient shall:

1. Perform grant management activities to include invoicing, record keeping, preparing and awarding bid to vendor, and financial oversight.
2. Perform Data and Document Management; create and submit all required Semi-Annual reports, Quarterly reports, and other required reports, as well as maintain project files and financial records related to project activities.
3. Ensure compliance to Section 3, Davis-Bacon Labor Standards, and Fair Housing activities.
4. Conduct Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).

B. Deliverable 2 – Engineering and Design

Subrecipient shall:

1. Submit a copy of the final design solicitation package, the awarded submittal package, award documentation, contract documentation for the awarded design firm and project delivery schedule at kickoff.
2. Submit a full design package, signed, and sealed by a professional engineer licensed in Florida, including, but not limited to, engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to the design showing extent of project reporting at 20%, 40%, 60%, 80% design and final.

C. Deliverable 3 – Construction

Subrecipient shall:

1. Perform clearing and preparation of land including recovery of easement, tree/shrub removal, and any additional necessary removals of construction impediments.
2. Perform dredging of canal, bringing depth to 11ft and width to 30ft.

3. Perform proper disposal of riverbed pollutants and contaminants in accordance with the Solid Waste Disposal Act and the Federal Water Pollution Control Act.
4. Perform stacked Canal Bank Stabilization (CBS) system on both sides of the canal for the entire length to include grading and sodding.

5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient
- C. Review Subrecipient's invoices described herein and process them on a timely basis
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 - Program Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of task listed in 4.A of this Scope of Work as evidenced by submittal of the following documentation: 1) Completed Environmental Review Record 2) Payroll documentation 3) Invoice package in accordance with Section 7 of this scope of Work	Failure to complete the Minimum performance measures as specified shall result in non-payment for this deliverable.
Deliverable No. 1 Cost: \$250,000.00		
Deliverable No. 2 – Engineering and Design		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B. of this Scope of Work.	Subrecipient may request reimbursement upon completion of task listed in 4.B of this Scope of Work as evidenced by submittal of the following documentation: 1) Copy of all bidding documents 2) Copy of all services contracts 3) Staff payroll documentation 4) Policy memorandum documenting compliance V.C.2 under 84 FR 45838. 5) Updated SOW, budget, and timeline for the project.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	6) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable No. 2 Cost: \$700,000.00		
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.C. of this Scope of Work.	Subrecipient may request reimbursement upon completion of task listed in 4.C of this Scope of Work, or upon completion of construction at the 10%, 15%, 25%, 40%, 60%, 75%, 90% and closeout milestones. All reimbursement requests must be evidenced by submittal of the following documentation: 1) AIA forms G702, G703 or their substantive equivalent, certifying that the project, or a quantifiable portion of the project is complete. 2) Photographs of the completed project, or progress made. 3) Invoice package in accordance with Section 7 of this Scope of Work	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
Deliverable No. 3 Cost: \$6,050,000.00		
Total Project Cost Not to Exceed: \$7,000,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvrsn=ae70963d_2).

- A. Subrecipient shall provide one (1) invoice for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.

- B. The following documents shall be submitted with the itemized invoice:
1. A cover letter signed by Subrecipient's Grant Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____

Contract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	M I	Non-LMI	Total	CDBG-MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (<i>Example Activities</i>)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												

2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (<i>Example Activities</i>)													
3. Public Facilities Program – Unified Service Center (<i>Example Activities</i>)													
4. Infrastructure Program (<i>Example Activities</i>)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												

	Hastings Phase II Sewer												
	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	Administration												
6.	Planning												
	Totals:												

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

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Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced

persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.

15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants

shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Opa-Locka shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: Veronica Williams

Title: Mayor

Remainder of this page is intentionally left blank

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to DEO by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to DEO.

7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Budget and Activity Work Plan.***
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$7,000,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided to the City of Opa-Locka for a Community Flood Protection project involving the 127 th Ave. canal, which is approximately 0.6 miles long, is located in the C-7 Canal Basin, and flows west to east discharging into the Spur Canal. The project will consist of canal dredging and restoration to reduce flood risk for the surrounding area. Canal will be stabilized by using a stacked canal bank stabilization (CBS) system.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) 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.”

(D) 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323 – Procurement of Recovered Materials.

(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Opa-Locka hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Remainder of this page is intentionally left blank

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

CITY OF OPA-LOCKA, FLORIDA

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Veronica Williams

By _____
Signature
Dane Eagle

Title **Mayor**

Title **Secretary**

Date _____

Date _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A RELEASE AND TERMINATION OF COVENANT, AS FORTH IN EXHIBIT "A" HERETO, TO ALLOW FOR PROPERTY KNOWN AND LOCATED AT 2171 LINCOLN AVENUE, OPA-LOCKA, FLORIDA TO REVERT OWNERSHIP BACK TO MIAMI-DADE COUNTY AND TO FURTHER AUTHORIZE THE INTERIM CITY MANAGER TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 7, 2001, Miami-Dade County ("County") conveyed property known and located at 2171 Lincoln Avenue, Opa-Locka FL and more specifically described in Exhibit "A" to be deeded to City of Opa-Locka ("City") for the development of affordable housing with Miami-Dade County having the right to take possession of the property if development failed to occur; and

WHEREAS, on April 18, 2013, the City, with County approval, conveyed 2171 Lincoln Avenue to Magnolia North 2145 Apartments, LLC with the provision that this property would be developed within three years as a portion of an apartment complex, with the remainder of the development occurring on adjacent property already owned by Magnolia North 2145 Apartments, LLC.; and

WHEREAS, the required development never occurred and the County has chosen to exercise its right to reclaim possession of the property known as 2171 Lincoln Avenue, within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to execute a Release and Termination of Covenant, attached hereto as Exhibit "A", to allow for the reversion of 2171 Lincoln Avenue, within the City, back to the County.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to execute a Release and Termination of Covenant, attached hereto as Exhibit "A", to allow for the reversion of the property set forth in Exhibit "A" and known as the 2171 Lincoln Avenue, Opa-Locka FL, within the City, to revert back to Miami-Dade County. The City Commission further authorizes the Interim City Manager to take all other necessary actions to effectuate the intent of this resolution.

Section 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

PASSED and ADOPTED this ____ day of _____, 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

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



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

Department Manager:	Bob Anathan		Department Manager Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	11/09/2022		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept.) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	City Manager		Department:	Capital Improvements Program Management			

Short Title:

Release and Termination of Covenant For 2171 Lincoln Avenue, Opa-locka, Florida

Staff Summary:

Issue / Recommendation: In 2013, the City conveyed City-owned property previously owned by the County , 2171 Lincoln Avenue, to Magnolia North 2145 Apartments LLC with a development agreement that the property would be developed within three years or revert to the County, with the

required development subsequently not occurring. Staff recommends the City Commission approve legislation to release and terminate the covenant to cause ownership of 2171 Lincoln Avenue to revert back to the County.

History - On September 7, 2001 the County conveyed 2171 Lincoln Avenue to the City with provision that the property be developed with one or more affordable homes, and that the County had the right to take possession of the property if this development failed to occur.

On April 18, 2013, the City, with County approval, conveyed 2171 Lincoln Avenue to Magnolia North 2145 Apartments, LLC with the provision that this property be developed within three years as a portion of an apartment complex, with the remainder of the development occurring on adjacent property already owned by Magnolia North 2145 Apartments, LLC.

Current Activity - The required development never occurred and the County has chosen to exercise its right to reclaim possession of 2171 Lincoln Avenue.

Financial Impact - There is no immediate financial impact. This property is within the CRA area. When it is subsequently developed, the benefit of the improved tax base will accrue to the CRA while the City will receive additional income from water, sewer, stormwater and other City services.

Proposed Action:

Staff recommends the City Commission approve legislation to release and terminate the relevant covenant to cause ownership of 2171 Lincoln Avenue to revert to the County.

Attachment:

1. Release and Termination of Covenant
2. Deed of September 7, 2001 Conveying 2171 Lincoln Avenue to the City
3. Quit Claim Deed of April 18, 2013 Conveying 2171 Lincoln Avenue to Magnolia North 2145 Apartments, LLC
4. Development Agreement For 2171 Lincoln Avenue Between the City and Magnolia North 2145 Apartments, LLC

This instrument prepared by / return to:

John G. Sanchez
National Title and Abstract Company
711 NW 23rd Avenue
Miami, FL 33125

Space above this Line Reserved for Recording Data

RELEASE AND TERMINATION OF COVENANT

THIS RELEASE AND TERMINATION OF COVENANT (“***Release***”) is made and effective as of _____, 2022, by and between the MIAMI-DADE COUNTY, FLORIDA (“***COUNTY***”), a political subdivision of the State of Florida, CITY OF OPA-LOCKA, a municipal corporation of the State of Florida (“***OPA-LOCKA***”); and MAGNOLIA NORTH 2145 APARTMENTS LLC, a Florida limited liability company (“***MAGNOLIA***”).

WITNESSETH

WHEREAS the **MAGNOLIA** holds fee simple title to that certain “***Real Property***” located and situate in Miami-Dade County, Florida, more fully described as follows:

Lots 14, 15 and 16, Block 3 of MAGNOLIA SUBDIVISION, according to the Plat thereof as recorded in Plat Book 40, Page 80, of the Public Records of MIAMI-DADE County, Florida; and

Also known as: Parcel 2 - PA: 2171 Lincoln Avenue, Opa-Locka, Florida 33054

WHEREAS the **COUNTY** and **OPA LOCKA** are collectively the subsequent “***Covenant Owners***” as referenced in certain “Subject a Covenant(s) Running with the Land and setting forth the right of re-entry” (“***Covenant***”), reflected on County Deed dated the 7th day of September 2001; and recorded among the Public Records of Miami-Dade County, Florida under Official Records Book 21103, Page 4499 (“***County Deed***”).

WHEREAS said 4499-County Deed also gives **OPA-LOCKA (as Developer)** an option to use of open space on said Real Property, reflected on County Deed dated the 7th day of September 2001; and recorded among the Public Records of Miami-Dade County, Florida under Official Records Book 21103, Page 4499 (“***County Deed***”).

WHEREAS in accordance with the Quit Claim Deed dated April 18, 2013; and recorded among the Public Records of Miami-Dade County, Florida under Official Records Book 28681, Page 4713 (“***Quit Claim Deed***”), **OPA-LOCKA** does hereby acknowledge full satisfaction to and releases **MAGNOLIA** of any and all deed restrictions listed in said Quit Claim Deed; furthermore, the **COUNTY** shall have the right to re-enter, take possession and be revested title to the Real Property reflected in said Quit Claim Deed.

WHEREAS the Development Agreement by and between **MAGNOLIA and OPA-LOCKA** dated the 18th day of April 2013; and recorded among the Public Records of Miami-Dade County, Florida under Official Records Book 28604, Page 4581 (“***Development Agreement***”), is hereby terminated and of no further force and effect.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the COUNTY, MAGNOLIA and OPA LOCKA, through their respective authorized officers hereby agree as follows:

1. **RECITALS.** Covenant Holder(s), agree that the foregoing recitals are true and correct and are incorporated herein as if fully stated.

2. **RELEASE AND CONSENT TO TERMINATION.** Covenant Holders do hereby release to the COUNTY collectively, jointly, and severally, as current Owner of the Real Property, all the right, title, interest, claim and demand which the Covenant Holder has or may have in and to terms, provisions, rights and obligations conveyed by the Covenant, and Covenant Holder hereby agrees to and joins in termination of the Covenant.

3. **CANCELLATION OF THE COVENANT.** Both MAGNOLIA and OPA-LOCKA, collectively as current Covenant Owner(s) do hereby jointly and severally cancel, terminate, and release the Covenant, and the Covenant shall have no further force or effect as of the date hereof.

IN WITNESS WHEREOF MIAMI-DADE COUNTY, FLORIDA ("COUNTY") and CITY OF OPA-LOCKA, a political subdivision of the State of Florida ("OPA-LOCKA"); MAGNOLIA NORTH 2145 APARTMENTS LLC, a Florida limited liability company ("MAGNOLIA") have executed or caused this RELEASE AND TERMINATION OF ALL COVENANT(S) to be executed as of the day and year first above written.

[SIGNATURE PAGES APPEAR ON FOLLOWING THREE PAGES
THIS SPACE INTENTIONALLY LEFT BLANK]

RELEASE AND TERMINATION OF COVENANT

CITY OF OPA-LOCKA,
a municipal corporation of the State of
Florida

By: _____
Darvin Williams, Manager
City of Opa Locka

Dated: _____

ATTEST:

By: _____

[SIGNATURE PAGE 1 of 3 APPEAR ON FOLLOWING PAGE
THIS SPACE INTENTIONALLY LEFT BLANK]

RELEASE AND TERMINATION OF COVENANT

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By: _____
Name: Morris Copeland
Title: Chief Community Services Officer

Date: _____

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

By: _____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency

Terrence A. Smith
Assistant County Attorney

[SIGNATURE PAGE 2 of 3 APPEAR ON FOLLOWING PAGE
THIS SPACE INTENTIONALLY LEFT BLANK]

RELEASE AND TERMINATION OF COVENANT

**MAGNOLIA NORTH 2145
APARTMENTS LLC,**
a Florida limited liability company

By: Opa-Locka Community Development
Corporation, Inc., a Florida non-profit
corporation, its manager

By: _____
Willie Logan, President

Date: _____

Witness: _____

(print name) _____

Witness: _____

(print name) _____

STATE OF FLORIDA }
 : ss
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2022, by _____,
as _____ of MAGNOLIA NORTH 2145 APARTMENTS LLC, a Florida limited liability
company. He/She is personally known to me **or** has produced _____ as
identification.

Print Name: _____
Notary Public, State of Florida

[Affix Notary Seal]

My Commission Expires on: _____

[SIGNATURE PAGE 3 of 3 APPEARS ON THIS PAGE ONLY
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ST. REC. NO.

21103PG4499

03R181143 2003 MAR 17 15:42

COUNTY DEED

THIS DEED, made this 7 day of September, 2001, by Miami-Dade County, Florida, a political subdivision of the State of Florida, called: County" and the City of Opa-Locka, a political subdivision of the State of Florida, hereinafter called "Developer."

WITNESS: That the County for and in consideration of the sum of TEN Dollars (\$10.00), to it in hand paid by the Developer, receipt of which is hereby acknowledged has granted, bargained and sold to the Developer, its heirs and its assigns, subject to the right of re-entry set forward below, the land lying and being in Miami-Dade County, Florida:

See Exhibit "A" Legal Description Attached Hereto

This Deed conveys only the interests of Miami-Dade County and its Board of County Commissioners in the property described herein, and shall not warrant title thereto:

- I. This Conveyance is made subject to the flowing covenants running with the Land, and setting forth the right of re-entry, to wit:
 - A. Developer will commence work on the Project Improvements (the "Improvements") consisting of one (1), possibly two (2) affordable single-family homes not later than October 1, 2003, and shall complete the Improvements by April 1, 2005, one of the three (3) lots (Folio #08-2122-003-0170 may be used for open space, at the option of the City of Opa-Locka.

4600

OFFICIAL

21103PG4500

- B. Promptly after completion of the Improvements in accordance with approved plans and provisions of this Instrument, the County shall furnish the Developer a certificate that it has met its obligations hereunder. Such certification shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
- C. The Developer agrees for itself, its successors and assigns, to or of the Property or any part hereof, that the Developer and such successors or Assigns shall:

Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use of occupancy of the property or any Improvements erected or to be erected hereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the County, its successors and assigns, and any successor in interest to the property, or any part thereof. The County shall have the right in the event of any breach of any such covenants, to exercise all the rights and remedies; and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

7

NOT REC'D

21103PG4501

- D. The Developer (or Successor in Interest), shall pay the real estate taxes or assessments on the property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:
- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Improvements in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause (a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) The recordation, together with any mortgage purporting to meet the requirements of clauses (2) or (b) above, of a statement of value by a Member of American Institute of Real Estate Appraisers ("MAI"), (or member of any similar or successor Organization), stating the value of the Improvements is equal to Or greater than the amount of such mortgage(s), shall constitute Conclusive evidence that such mortgage meets such requirements, And that the right of any re-entry hereunder shall be subject to And limited by, and shall not defeat, render invalid, or limit in any Way, the lien of such mortgage. For purposes of this paragraph an

ST. MICHAEL'S

21103PG4502

"institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, The terms "Institutional Lender" shall be deemed to include Miami-Dade County and their respective successors and assigns.

- E. Developer shall not transfer the property or any part thereof, without consent of the County and shall not change the ownership or distribution of the stock of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof.

In the event the Developer shall violate or otherwise fail to comply with any of the covenants set forth herein, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Developer fails to remedy the default within thirty(30) days, the County shall have the right to re-enter and take possession of the property and to terminate (and revert in the County), the estate conveyed by this Deed to the Developer; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

OFFICIAL

21103PG4503

WITNESS WHEREOF, the said County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of said Board, the day and year aforesaid.

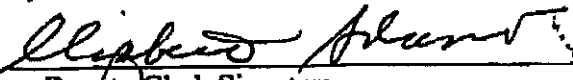
Miami-Dade County, Florida
By its Board of County Commissioners

By: 
Mayor

Alexander Penelas
Printed Signature of Mayor
Stephen P. Clark Center
111 N.W. 1st Street, Suite 230
Miami, Florida 33128

ATTEST:

Harvey Ruvin, Clerk of Circuit Court

By: 
Deputy Clerk Signature

By: Elizabeth Adorno
Deputy Clerk Printed Signature
Stephen P. Clark Center
111 N.W. 1st Street, Suite 210
Miami, Florida 33128

Prepared by: Daniel O. Borges
Miami-Dade Office of Community and
Economic Development
140 West Flagler Street, Suite 1100
Miami, Florida 33130

10

OFF. REC. NO.

21103PG4504

ACKNOWLEDGMENT OF TRUSTEE,
ADMINISTRATOR, EXECUTOR
GUARDIAN OR ANY PERSON ACTING
IN A REPRESENTATIVE CAPACITYSTATE OF FLORIDA:
COUNTY OF MIAMI DADE:

The foregoing instrument was acknowledged before me this 9-7-2001 by
Alex Panchas, mayor who is personally known to me or
who has produced _____, as identification and who did
(did not) take an oath.

Signature of Person Taking Acknowledgment_____
Name - Printed or Typed_____
Title or Rank_____
Serial NumberWITNESS, my hand and official seal, this 7 day of September, A.D., 2001.Kenneth F. Guldstrand
Notary Public, State of Florida at Large

KENNETH F. GULDSTRAND

Printed Signature of NotaryMy Commission expires 1-18-04

11

OFF. REC. CL.

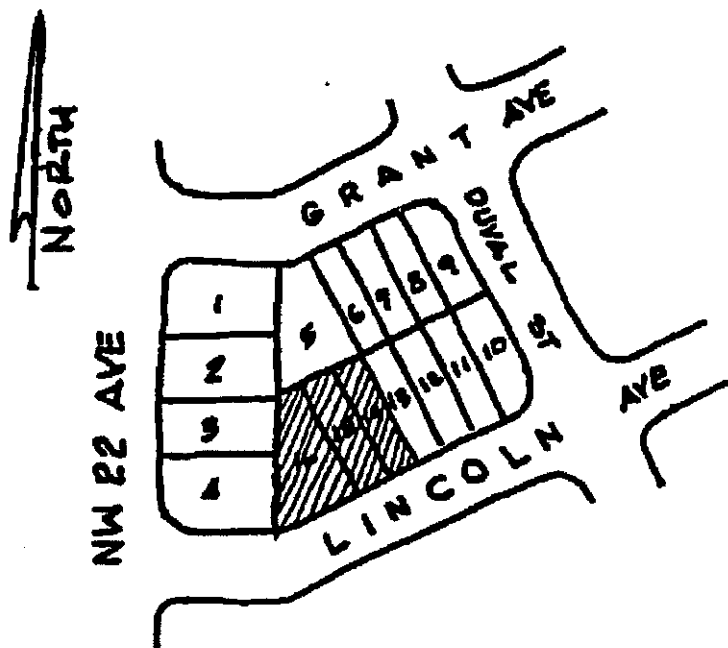
21103PG4505**EXHIBIT "A"****LEGAL DESCRIPTIONS**

- 1) Folio No. 08-2122-003-0170 (Parcel No. ALI-17-01)
Lots 14 to 16, in Block 3, MAGNOLIA SUBDIVISION, as recorded in Plat Book 40, on Page 80, Dade County, Florida (See attached map #ALI-17-01)
- 2) Folio No. 08-2122-003-1100 (Parcel No. 05-02-01A)
Lot 14, in Block 8, MAGNOLIA SUBDIVISION, as recorded in Plat Book 40, on Page 80, Dade County, Florida (See attached map #02-05-01A)
- 3) Folio No. 08-2122-003-1110 (Parcel No. 02-05-01B)
Lot 15, in Block 8, MAGNOLIA SUBDIVISION, as recorded in Plat Book 40, on Page 80, Dade County, Florida (See attached map #02-05-01B)

ST. CLERK

2F103PG4506

EXHIBIT "A"



ALI-17-01

03/01/2001 * * * PUBLIC VALUE INQUIRY * * *

PTXM0186

FOLIO 08 2122 003 0170

PROP ADDR 2171 LINCOLN AVE

LINK:

MCD 0800

NAME AND LEGAL
DADE COUNTY
OFFICE OF COMMUNITY DEVELOPMENT
140 W FLAGLER ST STE 1000
MIAMI FL

VALUE HISTORY

01/01/2001

MAGNOLIA SUB PB 40-80
LOTS 14 TO 16 INC BLK 3
LOT SIZE 86.870 X 96
OR 16838-1446 0695 3

331301561

	1999	2000
LAND	7179	7179
BLDG	39867	39867
MARKET	47046	47046
ASSESS	47046	47046
HEX		
WVD		
TOT EX	47046 T	47046 T
TAXABLE		

STATE EXEMPT: COUNTY

SALE DATE 06/1995 SALE AMT 44100
SALE TYPE 1 I/V I SALE O/R 16838-1446

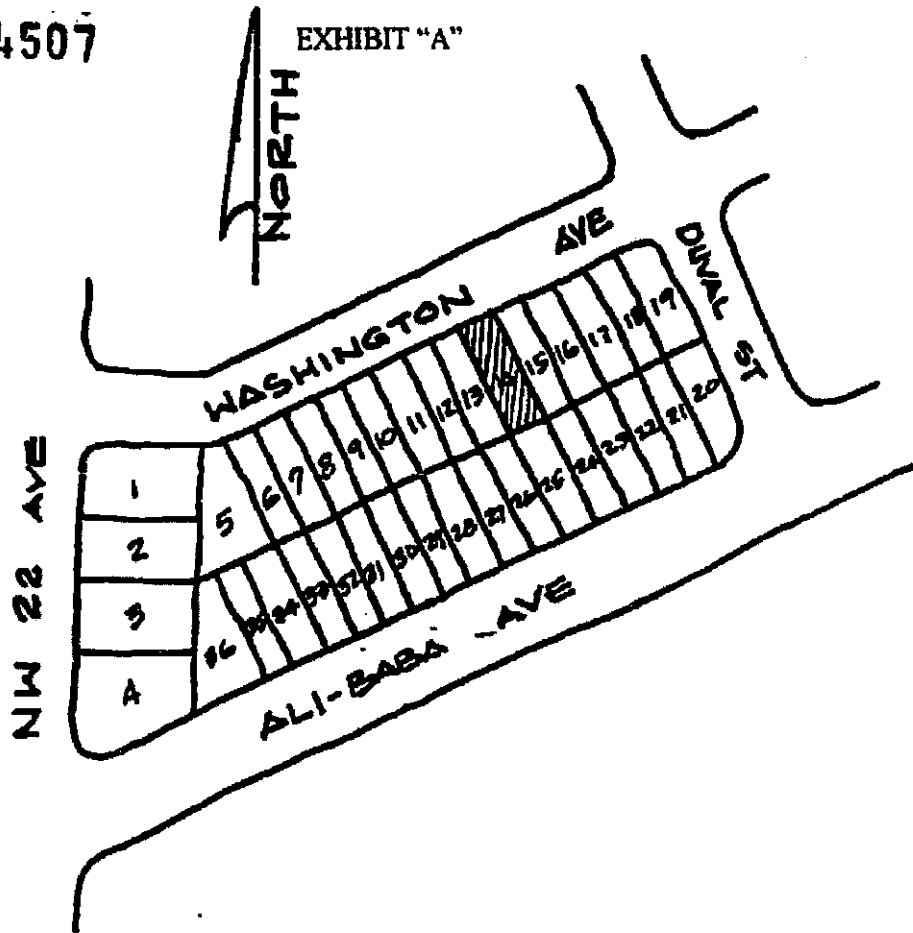
PF1-MORE LEGAL PF2-PARCEL INFO PF3-FOL SRCH PF5-TAX COLL PF7-PREV OWNER PF8-MENU
PF13-OCCUP LIC

13

ST. CLERK

21103PG4507

EXHIBIT "A"



02-05-01 A

03/01/2001 * * * PUBLIC VALUE INQUIRY * * *

PTXM0186
LINK:

FOLIO 08 2122 003 1100 PROP ADDR

MCD 0800

NAME AND LEGAL

OCED
140 W FLAGLER ST STE 1100
MIAMI FL

331301561

22 52 41
MAGNOLIA SUB
LOT 14PB 40-80
BLK 8
96LOT SIZE 25.000 X
OR 11749-2376 0483 5

YEAR	1999	2000
LAND	2169	3677
BLDG		
MARKET	2169	3677

ASSESS	2169	3677
HEX		
WVD		
TOT EX	2169 T	3677 T
TAXABLE		

STATE EXEMPT: COUNTY

SALE DATE	SALE AMT
SALE TYPE I/V	SALE O/R

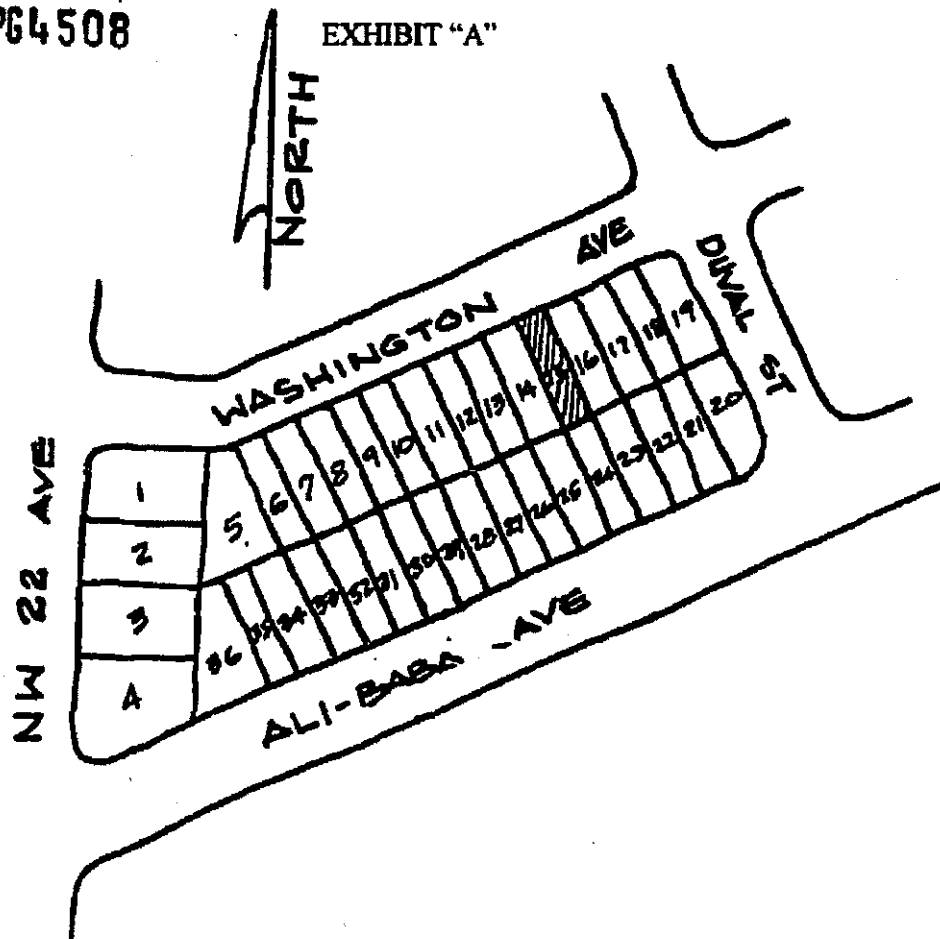
PF1-MORE LEGAL PF2-PARCEL INFO PF3-FOL SRCH PF5-TAX COLL PF7-PREV OWNER PF8-MENU
PF13-OCCUP LIC

14

ST. 02. 02.

21103PG4508

EXHIBIT "A"



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY ALVIN
CLERK, CIRCUIT COURT

02-05-01 B

03/01/2001 * * * PUBLIC VALUE INQUIRY * * *

PTXM0186

FOLIO 08 2122 003 1110 PROP ADDR

LINK:

MCD 0800

NAME AND LEGAL

OCED
140 W FLAGLER ST STE 1100
MIAMI FL

VALUE HISTORY

YEAR	1999	2000	01/01/2001
LAND	2169	3677	
BLDG			
MARKET	2169	3677	

331301561

22 52 41
MAGNOLIA SUB
LOT 15
LOT SIZE 25.000 X
OR 11749-2376 0483 5

PB 40-80
BLK 8
96

ASSESS	2169	3677
HEX		
WVD		
TOT EX	2169 T	3677 T
TAXABLE		

STATE EXEMPT: COUNTY

SALE DATE	SALE AMT
SALE TYPE I/V	SALE O/R

PF1-MORE LEGAL PF2-PARCEL INFO PF3-FOL SRCH PF5-TAX COLL PF7-PREV OWNER PF8-MENU
PF13-OCCUP LIC

15

CFN: 20130480169 BOOK 28681 PAGE 4713
 DATE: 06/17/2013 02:32:15 PM
 DEED DOC 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Return to: (enclose self-addressed stamped envelope)

Marla Neufeld, Esquire
 Greenspoon Marder, P.A.
 100 West Cypress Creek Road
 Suite 700
 Fort Lauderdale, FL 33309

This Instrument Prepared by:

Marla Neufeld, Esquire
 Greenspoon Marder, P.A.
 100 West Cypress Creek Road
 Suite 700
 Fort Lauderdale, FL 33309

Folio number: 08-2122-003-0170

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this 18 day of April, 2013 by **CITY OF OPA-LOCKA**, a Florida Municipal Corporation, ("Party of the First Part"), whose address is: 780 Fisherman Street, Opa Locka, Florida 33054, and **Magnolia North 2145 Apartments, LLC**, a Florida limited liability company ("Party of the Second Part"), whose address is 490 Opa-locka Blvd., Suite 20, Opa-locka, Florida 33054:

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Party of the Second Part, its heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida ("Property"):

Lots 14, 15 and 16, Block 3 of MAGNOLIA SUBDIVISION, according to the Plat thereof as recorded in Plat Book 40, Page 80, of the Public Records of MIAMI-DADE County, Florida.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and

other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Property shall be developed in accordance with the "Development Agreement" entered into by and between the Party of the First Part and the Party of the Second Part on April 18, 2013

2. That the Property shall be so developed by the Party of the Second Part, within three (3) years of the recording of this deed ("Completion Deadline"), as evidenced by the issuance of a Certificate of Occupancy for the "Project" (as defined in the Development Agreement") and the closing of all of the Project's building permits.. In the event Party of the Second Part fails to meet the Completion Deadline , upon thirty (30) days written notice to the Party of the Second Part as set out below, title shall automatically vest in the name of Miami-Dade County, a political subdivision of the State of Florida (hereinafter the "County") as a matter of law . Notwithstanding, the County may, in its sole discretion, waive this condition if the County finds it necessary to extend the time frame in which Party of the Second Part must complete the Project. Such waiver by the County, to be effective must (i) be given to the Party of the Second Part in writing prior to the Completion Deadline and (ii) shall be evidenced by the preparation of a letter executed by the County Manger or designee, giving such waiver and specifying the new time frame in which Party of the Second Part must complete the Project. The letter by County shall be conclusive evidence upon which any party may rely that the Completion Deadline has been properly extended to such date as specified in said waiver. If no waiver is recorded, any party may rely upon the fact that title to the Property has vested into the name of County .

Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the Property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Party of the Second Part may encumber the property with:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof;

The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon receiving proof of compliance with all the deed restrictions listed above, the Party of the First Part shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of written notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County, shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, the Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or deed or trust permitted by this deed.

This grant conveys only the interest of the Party of the First Part in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said Party of the First Part has signed and sealed these presents the day and year first written above.

CITY OF OPA-LOCKA, FLORIDA, a
Florida municipal corporation

By: Kelvin L. Baker, City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared **Kelvin L. Baker, as City Manager of the City of Opa-Locka, Florida**, who is either personally known by me or who produced valid Florida drivers license, and executed the foregoing instrument on behalf of the City of Opa-Locka on this day and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid, this 8th
day of May 2013.

Notary Public



FAYE DOUGLAS
MY COMMISSION # DD 962152
EXPIRES: February 16, 2014
Bonded Thru Budget Notary Services

In Witness Whereof, Kelvin L. Baker, City manager of the Party of the First Part, has set his hand and seal the date and year first written above. Signed, sealed and delivered in our presence:

FIRST WITNESS:

Kathy Phillips

Signature

KATHY PHILLIPS

Print

SECOND WITNESS:

[Signature]

Signature

[Signature]

Print

The foregoing conveyance was authorized by Resolution No. 11-8196 approved by the Board of City Commissioners of Opa-Locka, Florida, on February 23, 2011 and Resolution No. R-940-12 approved by the Board of County Commissioners of Miami-Dade County, Florida on the November 8, 2012.



CFN 2013R0336081
 DR 8k 28604 Pgs 4581 - 4592 (12pgs)
 RECORDED 04/29/2013 15:07:23
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Return to: (machine self-addressed stamped envelope)

Name: Hope W. Calhoun, Esq.

Address: 100 W. Cypress Creek Road
 Suite 700
 Fort Lauderdale, FL 33309

This Instrument Prepared by:
 Hope W. Calhoun, Esq.
 Greenspoon Marder
 100 W. Cypress Creek Road, Suite 700
 Fort Lauderdale, Florida 33309

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**DEVELOPMENT AGREEMENT
 BETWEEN
 THE CITY OF OPA-LOCKA, FLORIDA
 AND
 MAGNOLIA NORTH 2145 APARTMENTS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 18th day of April, 2013 ("Execution Date") by and between Magnolia North 2145 Apartments, LLC, a Florida limited liability company, its successors, assigns and heirs, whose mailing address is 490 Opa-Locka Boulevard, Suite 20, Opa-Locka, Florida 33054 ("Developer"), and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida, whose mailing address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "City").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately .423 net acres of land located at 2145 Lincoln Avenue in the City of Opa-Locka, and legally described on the attached Exhibit "A" ("Parcel A"); and

WHEREAS, the City owns approximately .19 acres of land located at 2171 Lincoln Avenue in the City of Opa-Locka, and legally described on the attached Exhibit "B" ("Parcel B"); and

WHEREAS, the City intends to convey Parcel B to the Developer; and

WHEREAS, once the Developer is the owner of Parcel A and Parcel B (collectively referred to herein as the "Property"), same will be developed with 12 multifamily low to moderate income apartment units ("Project"); and

WHEREAS, the site plan for the Project was recommended for approval by the City's Planning Council; and

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources,

GM::

discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurance to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City acknowledges that two public hearings were held on October 2, 2012 and December 12, 2012 pursuant to Florida Statutes 163.227; and

WHEREAS, the City Commission of the City, pursuant to Resolution Number 12-2493 approved the execution of this Agreement in connection with the approval of the Project.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Developer and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. **Consideration.** The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. **Definitions.**
 - (a) "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Developer.
 - (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.
 - (d) "Comprehensive Plan" means the City's comprehensive plan adopted by the City pursuant to Chapter 163, F.S.
 - (e) "Developer" means the persons or entities undertaking the development of the Property, defined in this Agreement.
 - (f) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or

the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

- (g) "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- (h) "Effective Date" is the date which is thirty days after this Agreement is recorded with the clerk of the circuit court in and for Miami-Dade County,
- (i) "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein.
- (j) "Execution Date" is the latest date that all parties have affixed their signatures to this Agreement.
- (k) "Existing Zoning" is (a) all entitlements associated with the City's approval of the Development; and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-Locka, including the City of Opa-Locka's Unified Land Development Regulation Code and Ordinances, as amended through the Effective Date.
- (l) "Site Plan" is the Final Site Plan approved by the City Commission pursuant to Resolution No. 12-8492 for a 12 unit multi-family low to moderate income apartment development located on the Property.
- (m) "Governing body" means the City of Opa-Locka's City Commission or successor entity.
- (n) "Initial Term" is thirty (30) years commencing on the Effective Date.
- (o) "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.
- (p) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.
- (q) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Unified Land Development Regulation Code, the Ordinance and the Resolution.
- (r) "Project" is the 12 unit multi-family low to moderate income apartment complex located on the Property.

- (s) "Property" means the approximately .423 gross acres of land located at 2145 and 2171 Lincoln Avenue in the City of Opa-Locka legally described on the attached Exhibits "A" and "B".
 - (t) "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service. The City hereby acknowledges that Public Facilities exist within the City to service the Property and that same shall be made available concurrent with the development of the Property.
 - (u) "Resolution" means Resolution Number ~~12-2492~~ and ~~12-2493~~ approving the Development on the Property.
4. **Intent.** It is the intent of the Developer and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S., ("Act"), in compliance with section 4.16 of the City of Opa-Locka's Unified Land Development Regulation Code, the Ordinance and the Resolution.
 5. **Effective Date.** Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Developer, this Agreement with the clerk of the circuit court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, P.S., the City and the Developer shall act in good faith to carry out the intent of the Agreement upon the Execution Date.
 6. **Term of Agreement and Binding Effect.** This Agreement shall run with the land, remain in full force and effect, and be binding on all parties hereto. Consent to any extension of this Agreement requires approval of all parties to this Agreement. In accordance with Section 163.3227(b), F.S., the Initial Term of this Agreement is thirty (30) years commencing on the Effective Date. Any one or more additional term(s) shall be approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 7. **Termination.** No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement.
 8. **Expiration of Agreement.** The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppels, obtained or held by the Developer or its successors or assigns in compliance with this Agreement and all prior and subsequent Development Permits or development orders granted by the City, including, but not limited to, those rights granted under the City's Comprehensive Plan.
 9. **Development Uses Permitted on the Property.** The uses permitted on the Property shall be those constructed in accordance with the Site Plan.

10. **Development Conditions.** The Developer agrees as follows:

- (a) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Developer to be installed by Developer shall either: (a) be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project; or (b) be guaranteed to the City by a cash bond or letter of credit. Said security shall be provided prior to the issuance of a building permit.
- (b) Developer will abide by and not deviate from the terms of its graphic and verbal representations submitted to the City Commission in order to receive approval of the Project. Such items include, but are not specifically limited to:
 - 1. Design of all physical structures, water bodies, private and public improvements; and
 - 2. The color and dimensional characteristics of all building materials.
- (c) Developer guarantees to preserve and maintain all buildings and structures consistent with the Site Plan for the entire period in which the Developer owns the land or controls 51% ownership of the Property.
- (d) Developer shall submit annual reports and additional documentation as required by the Resolution to verify continuing compliance with the Resolution.
- (e) Developer will not physically alter or substitute the design of structures, materials and colors included in the Site Plan except as approved by the City. In the event that building materials or colors are no longer available, the burden shall be on Developer to prove that said materials or colors are in fact unavailable.
- (f) Developer agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- (g) Developer agrees to comply with City of Opa-Locka Resolution Number 5058 (the Fair Share Agreement Resolution).
- (h) In addition to the landscaping on the Property, the Developer shall install and maintain all landscaping in the public right-of-way (Lincoln Avenue and Duval Street) adjacent to the Project.

11. **Development Permits.** The City may need to approve the following Development Permits upon proper submission of all required documentation, and City review or inspections, in order for the Developer to develop the Project:

- (a) Modifications to existing approvals and permits, including the Site Plan;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;

- (d) Sign permits;
 - (e) Certificates of use and occupancy; and
 - (f) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of land.
12. **Public Services and Facilities: Concurrence.** Nothing in this paragraph shall relieve the Developer of the requirement to pay impact fees and assessments associated with the public services and facilities provided by the City and the County.
 13. **Consistency with Comprehensive Plan.** In accordance with Section 163.322 F.S., the City hereby finds and declares that the Developers' development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City's Comprehensive Plan and Land Development Regulations.
 14. **Reservation of Development Rights.** Except as otherwise provided for in the Act, for the Entire Term of this Agreement, the City hereby agrees that it shall permit the Developer's development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided for in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the Entire Term of this Agreement. Development of the Property with the Project shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan after the Effective Date and during the Entire Term of this Agreement, except to the extent that the Developer's consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act, or as provided above.
 15. **Zoning and Other Approvals.** The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application associated with the Property.
 16. **Necessity of Complying with Local Regulations Relative to Development Permits.** In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a Development Permit or authorization to commence development. The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Developer

to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

17. **Good Faith; Further Assurances.** The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.
18. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City
at:

City Manager
City of Opa-Locka
780 Fisherman Street, Fourth Floor
Opa-Locka, Florida 33054

With a copy
to:

Joseph Geller, Esq.
City Attorney
Greenspoon Marder, P A
100 W Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

If to the Developer
at:

Manager
Opa-Locka Community Development Corp.
490 Opa-Locka Boulevard
Suite 20
Opa-Locka, Florida 33054

19. **Governing Laws, Construction and Litigation.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state and federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, same shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

20. **Severability.** In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
21. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developer and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement. This Agreement may not be amended or modified except by written instrument signed by both parties hereto, or their successors in interest.
22. **Indemnification.** The Developer shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement.
23. **Periodic Review of Agreement.** Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, then same may be revoked or modified by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[SIGNATURES ON PAGES TO FOLLOW]

CITY

CITY OF OPA-LOCCA, FLORIDA

ATTEST:

Joanna Flores
City Clerk

By:

[Signature]
City Manager

Dated: 18th day of April, 2017³

Approved for form and legal sufficiency:

City Attorney:

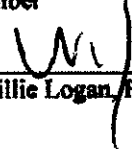
[Signature]



DEVELOPER**WITNESS:****MAGNOLIA NORTH 2145 APARTMENTS,
LLC****By: OPA-LOCKA COMMUNITY
DEVELOPMENT CORPORATION, its
Sole Member**


 Signature
 Marcia Grant
 Print Name


 Signature
 Dorris Black
 Print Name

By: 
 Willie Logan, President

STATE OF FLORIDA)
:
COUNTY OF MIAMI-DADE)

The foregoing instrument acknowledges before me this 10 day of Apr: 1, 2012 by Willie Logan, as President of the Opa-Locka Community Development Corporation, a Florida non-profit corporation, ~~Sole Member of Magnolia North 2145 Apartments, LLC~~, a Florida limited liability company, who is personally known to me or has produced N/A as identification, and acknowledged that she/he did execute this instrument freely and voluntarily for the purposes stated herein.


 Notary Public, State of Florida at Large
 Latoya A. JAMES
 Print Name

My Commission Expires:



Exhibit A

Legal Description

2145 Lincoln Street, Opa-locka Florida

Folio Number: 08-2122-003-0130

Lots 10, 11, 12 and 13, Block 3 of MAGNOLIA SUBDIVISION according to the plat thereof as recorded in Plat Book 40, Page 80 of the Public Records of Miami-Dade County, Florida

OR BK 28604 PG 4592
LAST PAGE

Exhibit B

Legal Description

2171 Lincoln Street, Opa-locka Florida

Folio Number: 08-2122-003-0170

Legal Description: Lots 14, 15 and 16, Block 3 of MAGNOLIA SUBDIVISION, according to the Plat thereof as recorded in Plat Book 40, Page 80, of the Public Records of MIAMI-DADE County, Florida.

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE MIAMI-DADE COUNTY BUILDING BETTER COMMUNITIES' GENERAL OBLIGATION BOND PROGRAM INTERLOCAL AGREEMENT GRANT PROGRAM, IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), FOR THE RENOVATION/REHABILITATION OF THE OPA-LOCKA ADMINISTRATIVE BUILDING (HISTORIC CITY HALL), WITHIN THE CITY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY GRANT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 31, 2020, the Miami-Dade Board of County Commissioners authorized Six Hundred Thousand Dollars (\$600,000.00) from the Building Better Communities General Obligation Bond ("GOB") Fund to be expended to assist the City of Opa-Locka ("City") in restoring the Opa-Locka Administrative Building (Historic City Hall),

WHEREAS, following communications with Miami-Dade County, the funds have been determined to be available for the Fiscal Year 2022- 23 Funding Cycle, identified as BBC-GOB Project Number 382-2000001557; and

WHEREAS, the City is committed to completing the project described herein; and

WHEREAS, the City Commission finds it to be in the best interest of the City and its residents to re-accept the funds of the Miami-Dade County Building Better Communities' General Obligation Bond Program Interlocal Agreement Grant Program, totaling Six Hundred Thousand Dollars (\$600,000.00) from the Building Better Communities General Obligation Bond ("GOB") Fund and execute the corresponding Grant Agreement.

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

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

Section 2. Authorizing Execution of Agreement. The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to accept funding from

the Miami-Dade County Building Better Communities' General Obligation Bond Program Interlocal Agreement Grant Program, in an amount totaling Six Hundred Thousand Dollars (\$600,000.00), for the restoration of the Opa-Locka Administrative Building (Historic City Hall), within the City; further authorize the Interim City Manager to execute the attached corresponding Grant Agreement, and provide operating, maintenance, and programming funds upon completion of the Opa-Locka Administrative Building, to the extent allowed by law and by necessary oversight authorities.

Section 3. **Scrivener's Errors**

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

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____ day of November, 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Manager Signature:	 DocuSigned by: C46C07C1E8DE492...	
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	11/09/2022		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X	Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept.) Ex:		Advertising Requirement: (Enter X in box)	Yes	
				No X	
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:	N/A	
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	Capital Improvements Program	

Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA
AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A MIAMI-DADE COUNTY BUILDING
BETTER COMMUNITIES' GENERAL OBLIGATION BOND PROGRAM INTERLOCAL AGREEMENT
GRANT FOR THE AMOUNT OF SIX HUNDRED THOUSAND (600,000.00) DOLLARS FOR THE
RENOVATION/REHABILITATION OF THE OPA-LOCKA ADMINISTRATIVE BUILDING
(HISTORIC CITY HALL)**

Staff Summary:

On August 31, 2020, the Miami-Dade Board of County Commissioners authorized Six Hundred Thousand (600,000) dollars from the Building Better Communities General Obligation Bond ("GOB") fund to be expended to assist the City in restoring Opa-Locka Administrative Building (Historic City Hall) for the Fiscal Year 2022-23 Funding Cycle, identified as BBC-GOB Project Number 382-2000001557.

Financial Impact

This \$600,000 grant is included in the approved FY 23 budget for restoration of the Historic City Hall. It is currently anticipated that restoration of the Historic City Hall will be in the range of \$1.2 million. When this cost is finalized, renovation of this building will be presented to Commission for approval, including identification of an additional funding source to cover the remainder of the renovation cost. It should be noted that the City has previously received a \$500,000 grant for construction of a Cultural Center within the Historic City Hall, which is in addition to the \$1.2 million cost noted above.

Proposed Action:

Staff recommends the approval of the item.

Attachment:

1. Miami-Dade County Resolution No. R-830-20 "Building Better Communities General Obligation Bond Program Approving Significant Modifications and Deletions to Close Multiple Projects, Reallocating Funding and Establishing Multiple New Projects"

MEMORANDUM

Agenda Item No. 5(P)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

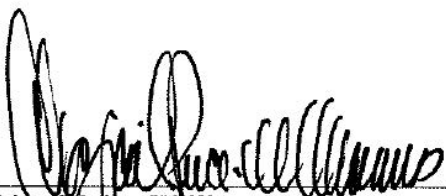
DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving, after
a public hearing, significant
modifications and deletions
of multiple projects in and
additions of multiple projects
to Building Better Communities
General Obligation Bond
Program contained in Appendix
A to each Resolution Nos.
R-912-04, R-913-04, R-914-04,
R-915-04, R-916-04, R-917-04,
R-918-04 and R-919-04; and
approving the use of surplus
funds

Resolution No. R-830-20

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Transportation and Finance Committee.

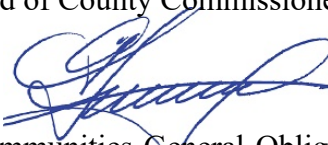

Abigail Price-Williams
County Attorney

APW/smm

Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor



Subject: Building Better Communities General Obligation Bond Program Approving Significant Modifications and Deletions to Close Multiple Projects, Reallocating Funding and Establishing Multiple New Projects

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving significant project modifications, deletions and additions of new projects to the Building Better Communities General Obligation Bond Program (Bond Program) that are required to close out completed projects, delete projects that are no longer needed and reallocate unspent funds to existing or new projects, following a public hearing, to Appendix A of Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 (Authorizing Resolutions), as more fully set forth below.

Scope

The scope of this item is countywide and includes projects across all County Commission Districts.

Fiscal Impact/Funding Source

The Bond Program funds transferred from completed, deleted or existing projects to new or existing projects listed will address extensive capital upgrades and modernization needs of existing County, Municipal and County grantee facilities, roadways and rights-of-way countywide. There is no fiscal impact to the County resulting from the reallocation of funds. None of these modifications exceed original allocations that were approved by the voters in 2004.

Track Record/Monitor

The Office of Management and Budget is responsible for the management of the Bond Program and there are several County Departments, Municipal governments and County grantee agencies that are or will be responsible for implementing the capital improvements resulting from projects affected or created by this item. David Clodfelter from the Office of Management and Budget is the Bond Program Coordinator.

Background

On November 2, 2004, voters approved eight referendum questions, authorized by the Authorizing Resolutions, authorizing the issuance of \$2,925,750,000 to fund more than 300 capital improvement projects throughout the County over 15 to 20 years.

- Question 1, approved by Resolution No. R-912-04, authorized the issuance of \$378,183,000 to fund the protection of natural resources through improved distribution of clean water, safe sewage and waste disposal, improved flood control and drainage (Water and Sewer Resolution).
- Question 2, approved by Resolution No. R-913-04, authorized the issuance of \$680,258,000 to fund the construction and improvement of neighborhood and regional parks and other recreational areas to include athletic fields and gymnasiums, courts, pools, playgrounds and marinas, the restoration of beaches and the preservation of endangered lands (Parks Resolution).
- Question 3, approved by Resolution No. R-914-04, authorized the issuance of \$352,182,000 to fund the construction and improvement of walkways, bikeways, bridges and access to the Seaport and other municipal and neighborhood infrastructure improvements to enhance quality of life (Public Infrastructure Resolution).

- Question 4, approved by Resolution No. R-915-04, authorized the issuance of \$341,087,000 to promote public safety by funding the construction and improvement of detention centers, justice centers, courthouses, police, fire and lifeguard stations and new animal care and control facilities (Public Safety Resolution).
- Question 5, approved by Resolution No. R-916-04, authorized the issuance of \$171,281,000 to fund the construction and improvement of emergency healthcare facilities at Jackson Memorial Hospital and Jackson South to promote accessibility to quality healthcare services (Healthcare Resolution).
- Question 6, approved by Resolution No. R-917-04, authorized the issuance of \$255,070,000 to fund the construction and improvement of public service outreach facilities to meet code and service requirements and to increase neighborhood and community access to services (Public Service Outreach Resolution).
- Question 7, approved by Resolution No. R-918-04, authorized the issuance of \$194,997,000 to fund the construction and improvement of affordable housing for the elderly and families to encourage home ownership through the acquisition, construction and renovation of residential units (Affordable Housing Resolution).
- Question 8, approved by Resolution No. R-919-04, authorized the issuance of \$552,692,000 to construct and improve libraries, cultural facilities and Head Start learning centers for pre-school children to offer multicultural educational opportunities and activities (Cultural Facilities Resolution).

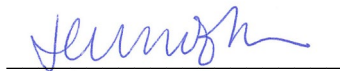
Appendix A to each of the Authorizing Resolutions listed projects eligible for funding from the Bond Program by number, name and project description. All additions, deletions and significant modifications to individual projects require a majority vote of the Board following a public hearing. Funding may only be reallocated within each question.

At this point in the Bond Program, 171 projects (67 percent of funding) have been completed and funding may be allocated to other projects. When the Bond program was first outlined, twenty percent of the total allocation was allocated in each question to cover financing costs. Subsequent to the approval of the Program, a financing structure was developed which enabled the program to be funded, but at much lower financing cost. Therefore, the majority of funds set aside for this cost may also be reallocated to projects.

With the adoption of the FY 2019-20 Budget, the Board supported the Administration's effort to address much needed infrastructure and life safety improvements at County owned and operated facilities. The Countywide Infrastructure Investment Program (CIIP) was developed and funding was identified through a number of sources, including Bond Program funding, to bring our facilities up to code, renovate the exteriors and interiors of our buildings, replace elevators and building management systems, renew parks and cultural centers, improve security throughout our facilities and do many other needed upgrades and improvements to make our buildings and other assets more efficient, safer and more comfortable places to visit, work and conduct business. For those departments participating in the CIIP Program, projects are identified as "Infrastructure Improvement" projects in the FY 2019-20 Budget. Funding to support these efforts has been identified by redirecting funds that had been initially earmarked for emergency repairs or intended to supplement projects for which other funding had not been identified. As additional funding is required, items requesting financing will be brought to the Board for approval. With the CIIP in place, County departments are less dependent on emergency repairs and can address capital needs in a proactive

manner, saving considerable taxpayer dollars. The Bond Program projects that are identified in this item are for the purpose of performing these upgrades and improvements that have been identified in the CIIP Program.

Attachment 1 includes all the significant modifications, deletions and additions to the Bond Program projects and Appendix A to each of the Authorizing Resolutions. The shaded projects are those that have received additional funding. The majority of the projects are to be used to support the CIIP. Other projects that have received additional funding include, but are not limited to: projects for North Miami, Bal Harbour, Pinecrest and Opa Locka; the Miami River Greenway and Ludlam Trail; the Mental Health facility and other court facility needs; funding for detention facilities repairs and renovations; and improvements to Jackson Health System facilities including the addition of SMART rooms for patients. Allocations in this item are to existing BBC GOB projects or related projects. For each question, unallocated funding has been accumulated for future allocations. The Building Better Communities General Obligation Bond Program Citizens' Advisory Committee considered this item at its meeting on June 10, 2020 and gave a favorable recommendation.



Jennifer Moon
Deputy Mayor

Attachment

Mayor02720

Attachment 1

Building Better Communities General Obligation Bond Program										
Proposed Project Significant Modifications, Deletions and Additions										
BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
Bond Program Question No. 1 - Water & Sewer Resolution 912-04										
335	N/A	N/A	Bond Issuance Cost To Construct and Improve Water, Sewer and Flood Control Systems	The costs to issue bonds for water, sewer and flood control systems.	N/A	\$ 19,389,000	\$ (15,000,000)	\$ 4,389,000	17	This significant modification reduces total existing allocation by \$15M and moves the funds to existing project 17. Based on historical spending, modification that will increase total allocation to existing project is required to advance the program. Modification will also assign a project number to this project for identification purposes as project no. 335.
17	CW	CW	Countywide Water and Sewer System Enhancements	Construct main, pipeline and other enhancements to water delivery systems and to sewer collection systems to increase efficiency, capacity, quality of service, public health or fire protection.	Various	\$ 222,000,000	\$ 15,000,000	\$ 237,000,000	17	Surplus funds are allocated to fund improvement of additional sites.
5 311	UMSA	6	Drainage Improvements	Construct stormwater drainage improvements in District 6.	Various	\$ 1,000,000	\$ (1,129)	\$ 998,871	1	Based on completed project status, a significant modification to reduce the total allocation is required that will increase total allocation to existing project no. 1 to advance the program
1	CW	CW	Local Drainage Improvements	Construct stormwater drainage improvements in various locations across the county.	Various	\$ 95,175,000	\$ 1,129	\$ 95,176,129	1	Surplus funds are allocated to fund improvement of additional sites.
Total Modification Amount for Question 1							\$ 15,001,129			
Bond Program Question No. 2 - Parks Resolution 913-04										
336	N/A	N/A	Bond Issuance Cost To Construct and Improve Park and Recreational Facilities	The costs to issue bonds for park and recreational facilities.	N/A	\$ 34,877,000	\$ (20,000,000)	\$ 14,877,000	369, 370 & 371	Based on historical spending, a significant modification to reduce the total allocation for this project and use the funds to create three new municipal and CW projects is required to advance the program. Modification will also assign a project number to this project for identification purposes as project no. 336.
108	UMSA	9	Sgt Joseph Delancy Park	Local park improvements include pool renovation and expansion and irrigation.	14450 Boggs Dr, Miami FL	\$ 1,256,587	\$ (3,896)	\$ 1,252,691	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
109	UMSA	9	Goulds Park	Local park improvements include pool renovation and expansion, irrigation and vehicular circulation.	11350 SW 216th St, Miami FL	\$ 1,243,000	\$ (101)	\$ 1,242,899	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
119.1	UMSA	11	SW 157th Avenue Linear Greenway	Development of linear greenway for passive park purposes	SW 157th Ave Miami FL	\$ 835,000	\$ (8,578)	\$ 826,422	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
122	UMSA	13	Unincorporated Municipal Service Area - Ferri Property	Local park improvements include building construction and vehicle and pedestrian circulation improvements.	North Pointe Community Center, 7351 NW 186 th Street, Miami FL	\$ 2,100,000	\$ (1,982)	\$ 2,098,018	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
306	UMSA	9	Colonial Drive Park	Local park improvements include building renovations, athletic field upgrades, irrigation upgrades, and a playground.	10750 SW 156th Terrace, Miami, FL	\$ 1,325,000	\$ (687)	\$ 1,324,313	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
316	UMSA	8	Unincorporated Municipal Service Area - Briar Bay Park	General improvements to existing local parks include renovation, and upgrades.	9000 SW 128th St, Miami, FL	\$ 250,000	\$ (6,522)	\$ 243,478	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
363	CW	8	Improvements to County-owned parks in District 8	General improvements to existing County-owned parks including renovation and upgrades	Various	\$ 250,000	\$ (15,337)	\$ 234,663	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
9 118	UMSA	11	Unincorporated Municipal Service Area - International Gardens Park	Local park improvements include completion of pedestrian circulation.	1898 SW 123rd Ct, Miami, FL	\$ 100,000	\$ (253)	\$ 99,747	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
104	UMSA	8	Unincorporated Municipal Service Area - Continental Park	Local park improvements include building expansion and playground replacement.	10000 SW 82nd Ave, Miami FL	\$ 325,000	\$ (6,988)	\$ 318,012	369, 370 & 371	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create three new municipal and CW projects is to advance the program
369	North Miami Beach	2	Construct Washington Park and Community Center	Construct Washington Park and Community Center	TBD	\$ -	\$ 750,000	\$ 750,000	369	Surplus funds are used to complete funding for project
370	Bal Harbour	4	Haulover Jetty/Cutwalk/96th Street Plaza	Reconstruction of existing Jetty that will enhance the aesthetics as a public space; which also includes the area under the Haulover Bridge.	Various	\$ -	\$ 7,500,000	\$ 7,500,000	370	Surplus funds are used to complete funding for project
371	CW and UMSA	Various	Miami-Dade County Park Facilities Upgrades & Improvements	Perform Upgrades and Improvements to existing Miami-Dade County Parks facilities that are required to address life safety, building code and other mandatory requirements	Various	\$ -	\$ 11,794,344	\$ 11,794,344	371	Surplus funds are allocated to fund improvement of additional sites.
Total Modification Amount for Question 2							\$ 20,044,344			
Bond Program Question No. 3 - Infrastructure Resolution 914-04										
152	Islandia	N/A	Islandia - Did Not Submit a Request.	Islandia did not submit a request.	TBD	\$ 1,000	\$ (1,000)	\$ -	126	Based on municipal status change, this project is being deleted. The surplus funds from this deleted project will be used to increase allocations of existing Project No. 126 is required to advance the program

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
130	UMSA	CW	Demolish the Existing Bear Cut Fishing Catwalk	Demolish the Existing Bear Cut Fishing Catwalk.	Rickenbacker Causeway	\$ 2,500,000	\$ (99,259)	\$ 2,400,741	126	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to increase allocation of existing Project No. 126 to advance the program
138	Miami	CW	Tamiami Swing Bridge	Repair existing swing bridge and/or replace with a single leaf bascule bridge.	3101 NW S River Dr, Miami, FL	\$ 15,135,870	\$ (195,377)	\$ 14,940,493	126	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to increase allocation of existing Project No. 126 to advance the program
126	Miami	5	Miami River Greenway	GOB funds will compliment other funding sources to complete the Miami River Greenway.	Various	\$ 7,500,000	\$ 295,636	\$ 7,795,636	126	Significant Modification increases total for existing project using surplus funds from completed projects.
337	N/A	N/A	Bond Issuance Cost To Construct and Improve Bridges, Public Infrastructure, and Neighborhood Improvements	Estimated costs to issue bonds for bridges, public infrastructure, and neighborhood improvements.	N/A	\$ 18,056,000	\$ (12,000,000)	\$ 6,056,000	127, 373,374, 144 & 375	Based on historical spending, a significant modification to reduce the total allocation for this project and use the funds to create three new municipal and two existing projects is required to advance the program. Modification will also assign a project number to this project for identification purposes as project no. 337.
348	Miami	3		West Venetian Bascule Bridge Replacement	Venetian Causeway	\$ 13,964,130	\$ (1,682,677)	\$ 12,281,453	127, 373,374, 144 & 375	Based on completed project status, a significant modification is required to reduce the total allocation to this project and use the surplus funds to create three new municipal projects and add allocation to two existing projects, to advance the program
142	Miami	3 & 5		Bikeway Bike Path	Various	\$ 1,000,000	\$ (9,820)	\$ 990,180	127, 373,374, 144 & 375	Based on completed project status, a significant modification is required to reduce the total allocation to this project and use the surplus funds to create three new municipal projects and add allocation to two existing projects, to advance the program
163	UMSA	7		UMSA Infrastructure Improvements	Various	\$ 5,851,000	\$ (1,000,000)	\$ 4,851,000	127, 373,374, 144 & 375	Significant modification is necessary to decrease the total project allocation by \$1M to create two new municipal projects in Pinecrest and South Miami using surplus funds.
127	Coral Gables	7	Improve and Extend the Commodore Bike Trail	Improvement and extension of existing paved path from Cocoplum Circle to Edgewater Dr, Douglas Road, Main Highway, and Bayshore Dr. Includes pedestrian bridge over Coral Gables Waterway.	Various	\$ 1,000,000	\$ 728,000	\$ 1,728,000	127	This significant modification increases the total allocation using surplus funds and adds the City of Miami as a project location in order to continue the improvements to the Commodore Bike Trail through the City of Miami.
373	South Miami	7	South Miami Infrastructure Improvements	Various infrastructure improvements to include but not limited to; sidewalks, resurfacing and guardrails in the City of South Miami.	Various	\$ -	\$ 500,000	\$ 500,000	373	Significant Modification establishes new Municipal Project using surplus funds and assigns the new project a Project no. 373
374	Pinecrest	7	Pinecrest Infrastructure Improvements	Various infrastructure improvements to include but not limited to; sidewalks, resurfacing and guardrails in the City of Pinecrest.	Various	\$ -	\$ 500,000	\$ 500,000	374	Significant Modification establishes new Municipal Project using surplus funds and assigns the new project a Project no. 374

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
144	Various	6 & 7	Ludlam Bike Trail	Right-of-way acquisition and development of paved path along former Florida East Coast Railroad.	FEC railroad from Dadeland North Station to NW 12 Street	\$ 1,735,000	\$ 5,000,000	\$ 6,735,000	144	Significant modification increases total project allocation for existing Project No. 144, revises the project description to read as follows: "Right-of-way acquisition and development of paved path along former Florida East Coast Railroad and other privately-owned property," and revises the street address as follows: "FEC railroad and private property from Dadeland North Station to Miami International Airport."
375	CW	CW and UMSA	Infrastructure Improvements for County maintained Right-of-Ways	Infrastructure Improvements for County maintained right-of-ways to include roads, sidewalks and bridges.	Various	\$ -	\$ 7,964,497	\$ 7,964,497	375	Surplus funds are allocated to fund improvement of additional sites.
Total Modification Amount for Question 3							\$ 14,692,497			
Bond Program Question No. 4- Public Safety Resolution 915-04										
338	N/A	N/A	Bond Issuance Cost To Construct and Improve Public Safety Facilities	The costs to issue bonds for public safety facilities.	N/A	\$ 17,487,000	\$ (12,000,000)	\$ 5,487,000	376 & 377	Based on historical spending, a significant modification to reduce the total allocation for this project and use the funds to create two new countywide and UMSA projects. Modification will also assign a project number to this project for identification purposes as project no. 338.
174	Miami	CW	Downtown Government Facilities Fire Alarm System	Replace the fire alarm systems in downtown County buildings at the Plaza Center, Main Library, Miami Art Museum and Central Support Facility.	Various	\$ 2,200,000	\$ (51,029)	\$ 2,148,971	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects is to advance the program
177	Various	CW	Fire Code Requirements in GSA Buildings	Remove all non plenum-rated cables in the Courthouses, Libraries, County Hall and Commission Chambers. National Fire Protection codes and the National Fire Protection Association codes require that all data, electrical, television, and telephone cabling that is not plenum-rated are safety hazards due to their flammability and toxicity. All such cables must be removed.	Various	\$ 1,400,000	\$ (1,400,000)	\$ -	376 & 377	This project is being deleted as a result of the limited project scope, and the surplus funds are being used to create two new countywide projects to advance the program.
178	Miami	CW	Abatement of Hazardous Materials In County Buildings	Abatement of lead, asbestos and other hazardous materials in mechanical and common areas in buildings older than fifteen years, such as the Dade County Courthouse, Criminal Courthouse, Community Action Agency and others.	Various	\$ 1,200,000	\$ (174,720)	\$ 1,025,280	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
179	Miami	CW	Miami-Dade Plaza Security Operations Enhancement	Replace security infrastructure in the "Security Operations Center." Includes recorders, alarm monitoring and reporting equipment, cameras, fiber connections and software necessary to monitor alarms and dispatch security forces. Improvements will also provide remote capability to allow monitoring from remote locations particularly during disaster response.	NW 1st St, Miami, FL 33128	\$ 600,000	\$ (600,000)	\$ -	376 & 377	This project is being deleted as a result of the limited project scope, and the surplus funds are being used to create two new countywide projects to advance the program.
181.1	Miami	CW	Miami-Dade County Courthouse Façade Restoration Project	Restoration of the Miami-Dade County Courthouse Façade to include replacement of the Courthouse windows and restoration of the Courthouse Plaza. Project 181.1, including \$18,100 allocation, added by BCC on 7-21-09 via Reso. No. R-945-09.	175 W Flagler St. Miami FL	\$ 18,100,000	\$ (5,379,275)	\$ 12,720,725	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create two new CW projects, to advance the program
6 182	CW	CW	Gerstein Justice Building HVAC Repairs	Modernize electronic controls, retrofit lighting, and upgrade restroom ventilation. Replace interlocking ceiling tile system. This is the main Criminal and Traffic Courthouse. The Richard E. Gerstein building is a nine-story building employing over 2,000 and servicing over 10,000 daily visitors. Replace or refurbish mechanical/HVAC systems, in order to improve air quality and reduce operating costs.	1351 NW 12th St, Miami, FL	\$ 3,900,000	\$ (2,193,397)	\$ 1,706,603	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
203	UMSA	UMSA	Unincorporated Municipal Service Area - Emergency Generators For District Stations	Replace old emergency generators at district police stations.	Various	\$ 890,000	\$ (571)	\$ 889,429	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create two new CW projects, to advance the program
205	UMSA	UMSA	Unincorporated Municipal Service Area - Homeland Security - Building Enhancements	Increase homeland security structural defense at the Police Headquarters Complex and district stations.	N/A	\$ 860,000	\$ (8,535)	\$ 851,465	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create two new CW projects, to advance the program
322	UMSA	UMSA	Northside Police Station	Expansion and renovation of the Northside police station.	799 NW 81st St, Miami, FL	\$ 11,020,000	\$ (147,308)	\$ 10,872,692	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create two new CW projects, to advance the program
362	CW	8	Homeland Security Marine Patrol Vessel	To acquire and equip a Marine Patrol Vessel in order to enhance homeland security and waterborne police response.	N/A	\$ 405,830	\$ (18,868)	\$ 386,962	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create two new CW projects, to advance the program
345	Doral	12	Ammunition/HazMat Storage Building	To purchase and/or construct a storage facility suitable for the storage of ammunition, chemical agents, gas canisters, and other potentially hazardous materials	9601 NW 58th St, Doral, FL 33178	\$ 865,000	\$ (1,109)	\$ 863,891	376 & 377	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create two new CW projects, to advance the program

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
183	Miami	CW	Gerstein Justice Building Modernization of Security and Elevator Systems	Refurbish and modernize this facility, updating elevator controls to increase efficiency, as well as card access systems, security cameras and recorders. This is the main Criminal and Traffic Courthouse. The Richard E. Gerstein building is a nine story building employing over 2,000 and servicing over 10,000 daily visitors.	1351 NW 12th St, Miami, FL	\$ 1,800,000	\$ (1,227,301)	\$ 572,699	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
187	Miami	CW	Gerstein Justice Building Elevator Addition	Add elevator and provide various upgrades to the building to improve the movement of the public within the building. The Richard E. Gerstein building is a nine story building employing over 2,000 employees and servicing over 10,000 daily visitors.	1352 NW 12th St, Miami, FL	\$ 3,000,000	\$ (2,986,130)	\$ 13,870	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
190	Miami	CW	Graham Building Exterior Repairs	Exterior repairs, sealing, grouting and painting to protect deteriorating seals and finish of facade.	1350 NW 12th Ave, Miami, FL	\$ 500,000	\$ (311,610)	\$ 188,390	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
191	Miami	CW	Dade County Courthouse Facility Refurbishment	Refurbish decades-old courtrooms, update electronics, and replace cracked and broken sidewalk pavers. This is the main Civil Courthouse built in 1925 and registered as a historical site. The Dade County Courthouse is a 27 story building employing over 700 employees and servicing over 1,200 visitors daily.	175 W Flagler St. Miami FL	\$ 800,000	\$ (692,493)	\$ 107,507	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
192	North Miami	CW	North Dade Justice Center Facility Refurbishment	Repair/replace building equipment, refurbish and modernize facility, including exterior painting, limited window replacement, sealing of exterior, carpet replacement, cooling tower replacement, and installation of Closed Circuit Television System (CCTV). There is also a Division of Motor Vehicles office located in the building allowing residents to renew their driver's licenses. The North Dade Justice Center provides services to over 3,000 daily customers.	15555 Biscayne Blvd, North Miami Beach, FL 33160	\$ 500,000	\$ (281,500)	\$ 218,500	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
351	Miami	CW	Emergency Capital Repairs to the Miami-Dade County Courthouse	Emergency capital repairs to the Miami-Dade County Courthouse to correct or repair hazardous conditions that may affect the life, health and safety of judges, employees, visitors or users of the courthouse	175 W Flagler St. Miami FL	\$ 30,000,000	\$ (23,727,975)	\$ 6,272,025	376 & 377	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to create two new countywide projects to advance the program
376	CW & UMSA	CW	Miami-Dade County Court Facilities Upgrades & Improvements	Capital upgrades and improvements to include but are not limited to life safety, HVAC and electrical improvements	Various	\$ -	\$ 36,799,681	\$ 36,799,681	376	Surplus funds are allocated to fund improvement of additional sites.
377	CW & UMSA	CW	Miami-Dade County Public Safety Facilities Upgrades & Improvements	Capital upgrades and improvements to include but are not limited to life safety, HVAC and electrical improvements	Various	\$ -	\$ 14,402,140	\$ 14,402,140	377	Surplus funds are allocated to fund improvement of additional sites.

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
194	UMSA	CW	Construct a New Detention Center	Construct a detention center with 2,000 new jail beds and support facilities.	TBD	\$ 60,750,000	\$ (58,597,925)	\$ 2,152,075	193 & 365	Based on the project scope, a significant modification is required to reduce the total allocation for this project and to allocate the surplus funds to two existing projects to advance the program
195	CW	CW	Pre-Trial Detention Center (PTDC) and Turner Guilford Knight Correctional Center (TGK) Renovations	Renovate the Pre-Trial Detention Center (PTDC) to comply with its 40-year recertification requirement including improvements to the medical clinic, expanding its support of the criminal courthouse, and complete major renovations at the correctional facilities.	1321 NW 13th St, Miami, FL	\$ 47,000,000	\$ (29,302,931)	\$ 17,697,069	193 & 365	Based on the limited project scope, a significant modification is required to reduce the total allocation for this project and to allocate the surplus funds to two existing projects to advance the program
347	UMSA	12	Retrofit of Housing Units at Turner Guilford Knight Correctional Center	Retrofit housing units at the Turner Guilford Knight Correctional Center to provide suitable housing that will include clinical, psychological, and security modifications to safely and humanely meet the needs of our mental health population.	7000 NW 41st St, Miami, FL	\$ 2,500,000	\$ (114,073)	\$ 2,385,927	193 & 365	Based on the completed project status, a significant modification is required to reduce the total allocation for this project and to allocate the surplus funds to two existing projects to advance the program
193	Miami	CW	Mental Health Facility	To free up jail space and provide and effective and cost efficient alternative facility to house the mentally ill as they await a trial date.	2200 NW Seventh Ave. Miami FL	\$ 34,100,000	\$ 9,000,000	\$ 43,100,000	193	Significant modification increases total allocation using surplus funds for this existing project.
11 365	UMSA	12	Detention Facilities – Infrastructure Repairs and Renovations	To perform the required replacement of roofs and expansion joints, boilers, air conditioning systems, elevators, generators, fuel tanks, mechanical doors, recreation yard doors and the renovation of bathrooms at the Metro West Detention Center and the Turner Guilford Knight Correctional Center to provide suitable housing for inmates	Various	\$ 14,750,000	\$ 79,014,929	\$ 93,764,929	365	The significant modification increases total allocation for this existing project to address upgrades & improvements at all detention facilities, revises the project description as follows: "To perform the required replacement of roofs and expansion joints, boilers, air conditioning systems, elevators, generators, fuel tanks, mechanical doors, recreation yard doors, the renovation of bathrooms, and other renovations and capital improvements at the Metro West Detention Center, the Turner Guilford Knight Correctional Center, and the Pre-Trial Detention Center to provide suitable housing for inmates," and changing the municipal project location to "CW and UMSA".
Total Modification Amount for Question 4							\$ 139,216,750			
Bond Program Question No. 5- Healthcare Resolution 916-04										
208	Miami	CW	Construct and Expand The Emergency Department at Jackson Memorial Hospital (JMH)	Construct and expand JMH Emergency Department to provide improved access to emergency services and subsequent treatment.	1611 NW 12th Ave, Miami, FL	\$ 15,072,955	\$ (223,869)	\$ 14,849,086	310, 378 & 379	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to increase the allocation to an existing project and to create two new CW projects, to advance the program.

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action	
210-R	N/A	N/A	Renovation and Expansion of Jackson South Community Hospital	Renovate and/or expand Emergency Department, operating rooms, endoscopy facilities and catherization treatment lab to improve access.	9333 SW 152nd St, Miami, FL	\$ 77,193,429	\$ (610)	\$ 77,192,819	310, 378 & 379	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to increase the allocation to an existing project and to create two new CW projects, to advance the program.	
212	Miami	CW	University of Miami (UM)/Jackson Memorial Hospital (JMH) Center Of Excellence For Hearing And Communication Disorders	BBC GOB Program funding will complement other funding in order to acquire, construct, equip, rehabilitate and enhance the University of Miami (UM)/Jackson Memorial Hospital (JMH) Center of Excellence for the Diagnosis of Communication Disorders.	1611 NW 12th Ave, Miami, FL	\$ 5,000,000	\$ (1,500,000)	\$ 3,500,000	310, 378 & 379	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to increase the allocation to an existing project and to create two new CW projects, to advance the program.	
339	N/A	N/A	Bond Issuance Cost To Construct and Improve Healthcare Facilities	The costs to issue bonds for emergency and healthcare facilities.	N/A	\$ 8,781,000	\$ (7,788,809)	\$ 992,191	310, 378 & 379	Based on historical spending, a significant modification is required to reduce the total allocation for this project and use the surplus funds to increase the total allocation for one existing project and create two new CW projects, to advance the program. This significant modification also assigns this project as Project No. 339.	
12	310	Miami	5 & 6	Jackson Health Center	Partner with JMH to provide healthcare opportunities.	1475 NW 14th Ave, Miami, FL	\$ 7,500,000	\$ 200,000	\$ 7,700,000	310	A significant modification is required to increase the existing total allocation for the project to address upgrades & improvements to healthcare facilities to include but not limited to HVAC repairs and to add District 5 to the BCC District served.
	378	CW	CW	SMART Rooms at Jackson Memorial Facilities	Construct Smart Rooms at Jackson Memorial Facilities	Various	\$ -	\$ 5,000,000	\$ 5,000,000	378	Surplus funds are used to create a new countywide project to address upgrades & improvements to Jackson Memorial healthcare facilities. The new project is assigned project no. 378.
	379	CW	CW	Jackson Memorial Facilities Upgrades and Improvements	Capital upgrades and improvements to include but not limited to life safety, HVAC and electrical improvements	Various	\$ -	\$ 4,313,288	\$ 4,313,288	379	Surplus funds are used to create a new countywide project to address upgrades & improvements to Jackson Memorial healthcare facilities. The new project is assigned project no. 379.
				Total Modification Amount for Question 5			\$ 9,513,288				
Bond Program Question No. 6- Public Service Resolution 917-04											
224	Miami	CW	Building/Energy Management System For Government Facilities and Courthouses	This project includes more than 30 buildings totaling in excess of 4,000,000 square feet employing 11,000 and providing services to over 29,000 daily visitors throughout Miami-Dade County. Replace existing Building/Energy Management System (BMS), and expand it to monitor all GSA managed buildings. BMS reduces operating costs, while providing remote automated control of HVAC, lights, alarms, card access, fire systems and other building equipment.	Various	\$ 8,200,000	\$ (36,572)	\$ 8,163,428	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.	

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
225	Miami	CW	Cooling Capacity Enhancement at the Central Support Facility	Refurbish existing chilled water facility and add chilled water capacity to meet the space conditioning needs of two new buildings planned for completion by 2010.	50 NW 2nd Ave, Miami, FL	\$ 3,500,000	\$ (1,357,143)	\$ 2,142,857	380	Based on current project scope, a significant modification is required to reduce the project's total allocation to use the surplus funds to create one new CW project to advance the program.
226	Miami	CW	SPCC Facility Refurbishment (Includes HVAC and Communications Systems)	Refurbish HVAC systems; modernize elevator controls; replace fire drain lines, fire alarm system and rotted window sills; repair limestone; and expand emergency communications systems. The Stephen P. Clark Center (SPCC) is the main County building providing space for most County departments and is the seat of County Government.	111 NW First St, Miami FL	\$ 3,400,000	\$ (90,033)	\$ 3,309,967	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
13 227	UMSA	CW	Data Processing Center Facility Refurbishment	Repair/replace building equipment, refurbish and modernize facility. Improvements include remediating serious building settlement problem, adding a parking structure to provide needed additional parking capacity, and refinishing building exterior. This is a critical facility providing County departments with all information technology needs. The Data Processing Center is the main hub for data routing and storage for Miami-Dade County operations.	5680 SW 87th Ave, Miami, FL	\$ 2,900,000	\$ (36,209)	\$ 2,863,791	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
228.1	Miami	CW	West Lot Multi-Use Facility	Construct 45,000 Sq. Ft. of office space destined to house the Tax Collector's Office currently located at the Metro Flagler Building. In addition, an 810 parking space-garage facility will be constructed to replace the existing parking lot located north of the Stephen P. Clark Center that will give way to the future Children's Courthouse. Project 228.1 added by BCC on 7-21-09 via Reso. No. R-946-09.	232 NW 2nd St, Miami, FL	\$ 2,700,000	\$ (148,543)	\$ 2,551,457	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
230	UMSA	CW	South Dade Government Center Facility Refurbishment	Repair/replace building equipment, refurbish and modernize facility. This site provides space for several public oriented government services including the Courthouse. The South Dade Government Center Complex employees 140 and provides daily services to over 2,100 customers.	10710 SW 211 St, Cutler Bay, FL	\$ 800,000	\$ (1,621)	\$ 798,379	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
231	UMSA	CW	Construct Additional Parking and Provide Facility Improvements At The Caleb Center	Construct additional parking and provide needed facility improvements to the Caleb Center.	5400 NW 22nd Ave, Miami, FL 33142	\$ 13,000,000	\$ (491,630)	\$ 12,508,370	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
354	UMSA	CW	Data Processing and Communications Center/Annex Buildings	Replacement of four outdated UPS units to guarantee continuity of critical operations at the Data Processing and Communications Center	5400 NW 22nd Ave, Miami, FL	\$ 1,000,000	\$ (1)	\$ 999,999	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
213	Miami Gardens	1	Colonial Zubkoff/Ives Dairy Comprehensive Center	Renovations and improvements to Community Action Agency (CAA) permanent facility.	Ives Dairy Rd, Miami FL	\$ 100,000	\$ (18,942)	\$ 81,058	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
218	UMSA	3	Mary McCloud Bethune Enrichment Center	Renovations and improvements to Community Action Agency (CAA) permanent facility.	2900 NW 43rd Terrace #4414, Miami, FL	\$ 580,000	\$ (63,487)	\$ 516,513	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
221	UMSA	9	Isaac A. Withers Enrichment Center	Renovations and improvements to Community Action Agency (CAA) permanent facility.	21300 SW 122nd Ave, Miami, FL	\$ 260,000	\$ (46,092)	\$ 213,908	380	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new CW project to advance the program.
325	UMSA	9	West Perrine Senior Citizen Center	Renovate, upgrade or expand the existing West Perrine senior center.	17801 Homestead Ave, Miami, FL	\$ 11,000	\$ (832)	\$ 10,168	380	Based on project On-Hold status for this project as the current allocation is insufficient, a significant modification is required to reduce this project's total allocation and create one new CW project to advance the program.
14 340	N/A	N/A	Bond Issuance Cost To Construct and Improve Public Services Outreach Facilities	The costs to issue bonds for public services outreach facilities.	N/A	\$ 13,077,000	\$ (8,000,000)	\$ 5,077,000	380	Based on historical spending, a significant modification is required to reduce the total allocation for this project and use the surplus funds to create one new CW project, to advance the program. This significant modification also assign this project the following project no. 340.
380	CW	CW	Miami-Dade County Maintained Government Facilities Upgrades & Improvements	Miami-Dade Government Facilities Upgrades & Improvements	Various	\$ -	\$ 10,291,105	\$ 10,291,105	380	Surplus funds are allocated to fund improvement of additional sites.
Total Modification Amount for Question 6							\$ 10,291,105			
Bond Program Question No. 7- Housing Resolution 918-04										
341	N/A	N/A	Bond Issuance Cost To Construct and Improve Housing For The Elderly And Families	The costs to issue bonds to improve housing for the elderly and families.	N/A	\$ 9,997,000	\$ (6,000,000)	\$ 3,997,000	381	Based on historical spending, modification is required, that will create one new CW project, to advance the program and assign project no. 341
381	CW	CW	Miami-Dade County Maintained Housing Facilities Upgrades and Improvements	Miami-Dade County Maintained Housing Facilities Upgrades and Improvements	Various	\$ -	\$ 6,000,000	\$ 6,000,000	381	Surplus funds are allocated to fund improvement of additional sites.
Total Modification Amount for Question 7							\$ 6,000,000			
Bond Program Question No. 8- Cultural Resolution 919-04										

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
300	UMSA	CW	Regional Head Start Center	Construct a regional multi-purpose Head Start Education and Training Center in central Miami-Dade to provide services to 200 eligible children that are currently not served.	6125 SW 68th St, South Miami, FL	\$ 7,515,846	\$ (68,279)	\$ 7,447,567	290	Based on completed project status, a significant modification is required to reduce the project's total allocation and use the surplus funds to increase the allocation to an existing cultural project, to advance the program.
290	Miami	CW	Vizcaya's Restoration of Main House and Gardens and Creation of New Educational Center at Vizcaya Village	Restore and improve its historically landmarked main house and gardens to make them more accessible and enjoyable for future generations. Vizcaya will restore the endangered historic buildings of the Vizcaya Village and open them to the public for the first time, creating an extraordinary new cultural and educational center for Miami-Dade residents and visitors. Vizcaya will demolish the non-historic building to be vacated by the Museum of Science and utilize the site to advance the estate as a public asset consistent with the restrictions contained in the Warranty Deeds.	3251 S Miami Ave, Miami, FL	\$ 50,000,000	\$ 68,279	\$ 50,068,279	290	Significant Modification increases total allocation for this existing project using surplus funds.
15 279	UMSA	8	Redland Farm Life School	Complete restoration work that is currently underway through the Office of Historic Preservation. Once completed, the building will be leased to an entity that will complete the interior build-out and assume responsibility for the operation of community and educational activities. Built in 1916, it was designed by August Geiger, one of the most prominent architects in the early decades of South Florida's development. Once the second largest consolidated school in the nation, this historic building was devastated by Hurricane Andrew.	17411 SW 200th St, Miami, FL	\$ 500,000	\$ (14,312)	\$ 485,688	382 & 383	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new municipal project and one new CW project to advance the program.
303	Miami Beach	4 & 5	Miami Beach - Monument Island	Restoration of Monument Island (in addition to Emergency Stabilization funds already granted).	Miami Beach, FL 33139	\$ 750,000	\$ (8,527)	\$ 741,473	382 & 383	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new municipal project and one new CW project to advance the program.
342	N/A	N/A	Bond Issuance Cost To Construct and Improve Cultural, Library And Multicultural Educational Facilities	The costs to issue bonds for cultural, library and multicultural educational facilities.	N/A	\$ 28,336,000	\$ (25,831,509)	\$ 2,504,491	382 & 383	Based on historical spending, a significant modification is required to reduce the total allocation for this project and use the surplus funds to create one new CW project, to advance the program. This significant modification also assign this project the following project no. 340.

BBC-GOB Project No.	Municipal Project Location	BCC District	Project Name	Project Description	Street Address	Total Existing Allocation	Modification/Deletion/ Addition Amount	Balance Remaining	Project Recipient	Description of Action and Justification for Action
255	UMSA	3 & 5	Historic Hampton House	Rehabilitate the building as a multi-use center of social and cultural life for the local community, through the Office of Historic Preservation. The most significant representative building of the civil rights movement in Miami-Dade County, this former hotel and entertainment center served as a major social and political gathering place during the 1950s and 1960s. Closed and abandoned for years, County CDBG funds have recently been secured for its public acquisition.	4240 NW 27th Ave #3010, Miami, FL	\$ 4,700,000	\$ (11,629)	\$ 4,688,371	382 & 383	Based on completed project status, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new municipal project and one new CW project to advance the program.
294	Miami	CW	Cultural Center Facility Renovation and Rehabilitation	Replace tile, re-grout expansion joints, and address structural problems. Cracked or loose tiles and degraded expansion joints have allowed water penetration into basement areas that will weaken some structural elements. The Miami Art Museum, Historical Museum and Main Library are located in this complex.	NW 1st St, Miami, FL 33128	\$ 700,000	\$ (655,959)	\$ 44,041	382 & 383	Based on current project scope, a significant modification is required to reduce the total allocation of the project and use the surplus funds to create one new municipal project and one new CW project to advance the program.
16 382	OpaLocka	1	Restoration & Renovation of OpaLocka City Hall	Perform required upgrades, restoration and renovations to Historic Opa-Locka City Hall	Sharazad Blvd, Opa-locka, FL 33054	\$ -	\$ 600,000	\$ 600,000	382	Surplus funds are used to create a new municipal project to address upgrades & improvements to OpaLocka City Hall. The restoration and rehabilitation of Opa-Locka City also previously received \$2 million of Bond Program funds from Project No. 293 - "Historic Preservation Fund". This new project is assigned Project No. 382.
383	CW	CW	Miami-Dade County Cultural Facilities Upgrades & Improvements	Perform required upgrades and renovations to all Miami-Dade County maintained Cultural Facilities	Various	\$ -	\$ 25,921,936	\$ 25,921,936	383	Surplus funds are allocated to fund improvement of additional sites.
301	UMSA	8 & 10	Construct Killian Library	Construction of the Killian Library - 15,000 sq. ft.	11161 SW 87th Ave, Miami, FL	\$ 9,000,000	\$ (8,985,763)	\$ 14,237	384	Based on current project scope, a significant modification is required to reduce the total allocation of the project in order to create one new project that will address Library improvements in Commission District 7 to advance the program.
384	Various	CW	Miami-Dade County Library Facilities Upgrades & Improvements	Perform Upgrades and Improvements to existing Miami-Dade County Library facilities that are required to address life safety, building code and other mandatory requirements	Various	\$ -	\$ 8,985,763	\$ 8,985,763	384	Surplus funds are used to create a new countywide project to address upgrades & improvements to Library facilities. The new project is assigned Project No. 384.
Total Modification Amount for Question 8							\$ 35,575,978			
Total Modification for all GOB Questions							\$ 250,335,091			



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(P)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(P)
8-31-20

RESOLUTION NO. R-830-20

RESOLUTION APPROVING, AFTER A PUBLIC HEARING, SIGNIFICANT MODIFICATIONS AND DELETIONS OF MULTIPLE PROJECTS IN AND ADDITIONS OF MULTIPLE PROJECTS TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM CONTAINED IN APPENDIX A TO EACH RESOLUTION NOS. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 AND R-919-04; AND APPROVING THE USE OF SURPLUS FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

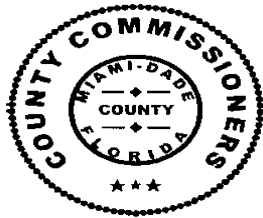
Section 1. The foregoing recital is incorporated in this resolution and is approved.

Section 2. This Board approves, following a public hearing, the significant modifications and deletions of multiple projects and additions of multiple projects to the Building Better Communities General Obligation Bond Program contained in Appendix A to each Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 (the “Authorizing Resolutions”) all as specifically set forth in Attachment 1 to the accompanying memorandum. This Board further approves the use of surplus funds to fund certain significant modifications, as shown in Attachment 1 to the accompanying memorandum, and the addition of the new projects in the Authorizing Resolutions.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING AND REPLACING CHAPTER 14, ARTICLE I, TO ESTABLISH A NUISANCE ABATEMENT PROGRAM; PROVIDING FOR THE CREATION OF A SPECIAL NUISANCE ABATEMENT TRUST FUND; PROVIDING FOR DEFINITIONS; PROVIDING FOR SUPPLEMENTAL MEANS FOR ENFORCEMENT; PROVIDING FOR POWERS AND DUTIES OF A NUISANCE INSPECTOR; PROVIDING FOR ENFORCEMENT PROCEDURE; COMPLIANCE REQUIREMENTS, PENALTIES, ATTORNEY'S FEES, REMEDIAL MEASURES AND IMPOSITION OF A SPECIAL ASSESSMENT AND LIENS TO RECOVER COSTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the number of foreclosed and abandoned properties in the City of Opa-Locka ("City") is causing a blight upon City neighborhoods, a decline in the value of properties and unsafe living conditions; and

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") finds that many of the conditions with regard to foreclosed and abandoned properties are public nuisances; and

WHEREAS, abatement of such public nuisances by the City is a municipal service within the City's power to regulate, restrain, and abate activities or conditions which are dangerous to the public, health, safety and welfare; and

WHEREAS, the City Commission believes that the implementation of a nuisance abatement program is necessary to combat these conditions; and

WHEREAS, abatement of a public nuisance specifically benefits the property upon which the nuisance is abated; and

WHEREAS, the City Commission finds that the properties so benefited by the abatement of a public nuisance should be responsible for the cost of said abatement; and

WHEREAS, the cost of abatement may be imposed upon the improved property as a special assessment equal in dignity to taxes and prior to all other liens, and said special assessment may be collected by any manner authorized by law; and

WHEREAS, the City desires to establish a nuisance abatement program which includes a mechanism to specially assess those properties which are benefited by the City's abatement of a public nuisance and allow for the recovery of costs for such abatement; and

WHEREAS, the City further desires to repeal and replace Chapter 14, Article I, to create new sections and establish a nuisance abatement program; and

WHEREAS, the City Commission has determined that the creation of a nuisance abatement program is in the best interests of the residents of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

ARTICLE I. GENERAL PROVISIONS

Section 14-1. Authority.

The City of Opa-Locka ("City"), acting through the City Commission and/or its designee(s), shall have authority pursuant to home rule and police powers under Article VIII, Section 2, of the Florida Constitution to determine and declare the existence of a public nuisance and shall have the authority to provide for the abatement of same. Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated and all costs incurred by the city in abating such nuisances shall be levied as a special assessment pursuant to Section 170.201, Florida Statutes, and all other applicable laws.

Section 14-2. Findings.

The City Commission finds that conditions exist within the City of Opa-Locka, which violate public rights, subvert public order, decency, or morals, or cause inconvenience or damage to the public generally. Specifically, the accumulation of underbrush, weeds, rubbish, trash, and grass on improved property; the existence of unsafe dwellings and other structures on improved property; and the creation of pools, ponds, other bodies of water, or conditions which endanger the public health, welfare, property value, or safety of the community, has become an ever-increasing menace in the City and constitutes a nuisance. It shall be unlawful for any person or entity to create a nuisance, or suffer or permit a nuisance to exist, upon property, which is under his, her, or its care, custody or control.

The City acting at the direction of the City Commission shall have the authority to and shall take steps to ensure the abatement of public nuisances in the most aggressive manner provided by the City of Opa-Locka Code of Ordinances or state law. The abatement of such nuisances protects the public health, safety and welfare, enhances the value of the property, involves the furnishing of vital municipal services, and specifically benefits the property on which the nuisance is abated. The cost of any abatement, including administrative fees and costs, shall constitute a special assessment upon the benefited property.

The creation or maintenance of a nuisance is prohibited and the City further finds:

(a) It shall be unlawful to create, maintain, or cause or permit to be maintained a nuisance in the City. Owners and tenants of lots, buildings, parcels and tracts of land within the city shall keep their property in a safe, clean, and sanitary condition, free from all surplus grass, weeds, rubbish, trash, parked or stored, junked, partially dismantled or abandoned motor or other vehicle or machinery, open storage, debris, dead trees, unsightly or unsanitary matter, all species of weeds or plant growth which are obnoxious or detrimental to the public health and all sources and breeding places of insects and vermin, rodents or other infestation; nor shall they permit or maintain unsanitary and unsightly conditions or nuisances relating to the housing, care and maintenance of domestic animals or pets. In addition, all exterior property shall be kept free from health, fire and accident hazards and shall be maintained and repaired,

free from materials, objects, open storage and conditions which shall be unsightly, unsanitary or dangerous. It shall be the duty of all owners and tenants likewise, to fill in all excavations and depressions and remove all containers or objects from the exterior areas of their property which create a health, accident or fire hazard whether or not said areas are used for human habitation. Violation of the provision of this section shall constitute a misdemeanor and punishment therefor shall be in addition to and independent of remedies provided by this chapter. It shall be the duty of all owners and/or occupants of improved or unimproved property to maintain in good condition the nonpaved area abutting the street curb or edge of the paved road known as the swale area. Maintenance of the swale area shall include keeping the area free of holes, hidden dangers or other obstructions and the grass or weeds at a height of no more than twelve (12) inches.

(b) In addition to the foregoing prohibition and duties, a nuisance shall include, but not be limited to, the following:

(1) The existence of excessive or unattended growth of weeds, undergrowth or other dead or living plant life and the accumulation, storage and maintenance of garbage, trash, debris, junk, rubbish, discardable materials and fill, refuse and industrial waste, any parked or stored, junked, partially dismantled or abandoned motor or other vehicle or machinery, or any debris on any lot, tract or parcel of land, improved or unimproved, within the city to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin

or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or persons who may be in close proximity thereto; and

(2) The accumulation of trash and garbage and the accumulation or storage and maintenance of junk or trash, except for compost piles, in violation of any provision of the Code of Ordinances of the City or of Miami-Dade County is prohibited and declared to be a nuisance.

Section 14-3. **Establishment of Public Nuisance Abatement Program.**

There is hereby established a City of Opa-Locka Nuisance Abatement Program for the purpose of abating the public nuisances as defined herein. The owner of any property located within the City of Opa-Locka who creates, suffers, or permits a nuisance to exist upon his or her property, shall be responsible for abating the nuisance and, if the owner fails to abate the nuisance in accordance with the notice given pursuant to this Ordinance, the City may abate the nuisance and the City shall be reimbursed for the costs associated with the abatement pursuant to the provisions of this Ordinance for the recovery of those costs.

Section 14-4. **Establishment of Public Nuisance Abatement Program Trust Fund.**

There is hereby established an interest-bearing public nuisance abatement program trust fund for the deposit, maintenance, and distribution of any assessment funds collected or expended as a result of the public nuisance abatement program. The

assessment imposed on a benefited property and collected by the City shall include the actual cost of abating the nuisance, the cost of serving notice, the cost of obtaining title information, the cost of lien recordation, the cost of inspections, and all other specifically related costs. Any funds in the trust fund may be used to abate public nuisances on property to which title is not clear, abate nuisances on government property, which may not be assessed, or for other purposes directly related to the abatement of nuisances.

Section 14-5. Definitions.

As used in this Ordinance the following terms shall have the meanings respectively ascribed to them in this section:

Nuisance shall mean any of the following:

- (1) Any public nuisance known at common law or in equity jurisprudence or as provided by the statutes of the State of Florida and ordinances of the City of Opa-Locka, including this Ordinance.
- (2) Any accumulation of rubbish, trash, refuse, junk, and other abandoned materials, metals, lumber, parked or stored, junked, partially dismantled or abandoned motor or other vehicle or machinery, debris, unsightly or unsanitary matter, or other things, which based upon the facts and circumstances the accumulation has become a public nuisance, in fact.
- (3) The existence of excessive accumulation or untended growth of any and all species weeds, grass, undergrowth, brush, or other dead or living plant and/or tree life upon an improved lot, tract or parcel of land, within 100 feet of any improved property within the City of Opa-Locka to the extent and in the manner that such improved lot, tract or parcel of land is or may reasonably become infested or inhabited with rodents, vermin, wild animals, or snakes; or may become a breeding place for mosquitoes, insects and vermin, rodents or other infestation or other things; may pose a fire hazard; are obnoxious or detrimental to the public health, threaten or endanger the public

health and welfare; pose an attractive nuisance for children; may reasonably cause disease; or adversely affect and impair the economic welfare of any adjacent property.

(4) Any "attractive nuisance" or condition which may prove detrimental to the health and safety of children, whether on an improved or unimproved lot, tract or parcel of land including, but not limited to, abandoned wells, shafts, excavations, abandoned appliances, abandoned or inoperable motor vehicles, and any structurally unsound fences or structure, lumber, trash, debris, or vegetation such as poison ivy, oak, or sumac, which may prove a hazard for inquisitive minors.

(5) Any unfit, unsanitary, abandoned, or unsafe dwelling, structure, or improvement upon real property.

(6) Any underbrush, weeds, or untended grass which exceeds two feet in height located on improved property.

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death.

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, industrial wastes, or other substances.

(9) Any building, structure or other place or location where any activity in violation of local, state, or federal law is conducted, performed, or maintained, and which under the facts and circumstances surrounding the activity constitutes a public nuisance, in fact.

(10) Any accumulation of stagnant water or sewage permitted or maintained on any improved lot, premises, or piece of ground.

(11) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

(12) Unsheltered storage for a period of 30 days or more within the corporate limits of the City of Opa-Locka (except in licensed junkyards) of old and unused stripped junk and other automobiles not in good and safe operating condition; and of any other vehicles, machinery, implements, or equipment or personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, is hereby declared to be a nuisance and a danger to public health, safety and welfare.

(13) For the purpose of this section, the term "nuisance" shall also include any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located.

(14) Such other acts or conditions which are determined and declared by other ordinances or by resolution of city commission to be or constitute public nuisances.

Nuisance inspector shall mean the City Administrator or the designee of the City Administrator.

Refuse shall mean leavings, dregs, rubbish, trash or waste material.

Special Magistrate shall mean the special magistrate appointed as needed by the City Commission of the City of Opa-Locka, upon a procurement process or recommendation of the City Attorney and City Administrator. Special magistrate shall be active or retired members of the Florida Bar with at least five (5) years of experience. Special magistrate shall not be city employees but may be compensated at a rate to be determined by the City Administrator, subject to approval by the City Commission.

Underbrush shall mean any undergrowth or brush conducive to the collection of insects and rodents, which may be or may become a fire hazard, or may negatively impact adjoining property.

Unfit or unsafe dwelling or structure shall mean any dwellings or structure or portions thereof and accessory buildings which are structurally unsafe, unstable, or unsanitary; inadequately provided with exit facilities; constitute a fire hazard; unsuitable or improper for the use or occupancy to which they are put; constitute a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; dangerous to life or property of the occupant thereof or of the surrounding areas; unfit for human habitation if so intended or used; or otherwise in violation of the housing, building, electrical, plumbing, mechanical, sanitation and fire codes of the city.

Weeds shall mean any plants that are useless, invasive, or injurious to crops, grasses, landscaping scrubs, trees, or flowers.

Section 14-6. Nuisance Abatement Program: Supplemental Means of Enforcement.

(a) Pursuant to Section F.S. §§ 162.13 and 166.0415(7), the nuisance abatement program is a supplemental means of enforcing city codes and ordinances. A public nuisance also constitutes a code violation and the City is not limited to a choice of

remedy to ensure compliance with its codes. Code enforcement proceedings are punitive and involve fines levied against the subject property, which may be collected pursuant to F.S. § 162.09. In contrast, nuisance abatement pursuant to this Ordinance is remedial in nature and specifically designed to immediately, or as soon as practicable, bring the property into compliance, thereby protecting the public welfare and directly improving and benefiting the property upon which the nuisance is abated.

(b) In addition to nuisance abatement proceedings, the City may institute code enforcement proceedings against a property for an occurrence of a violation. However, once the subject violation/nuisance is abated, that occurrence of the code violation has ceased and no further code enforcement penalties may accrue for that specific occurrence.

(c) *Repeat nuisance violations.* Following the first notice under this Ordinance to abate a nuisance as described herein, any subsequent violation of the same nuisance classification(s) on the same property within a twelve (12) month period may be abated by the City without further notice so long as the initial notice and order of abatement specifically provides for such subsequent abatement therein. All costs of abating the repeat nuisance, including administrative fees and costs shall constitute a special assessment against said property.

Section 14-7 Powers and Duties of the Nuisance Inspector.

(a) The nuisance inspector (i.e. code enforcement personnel) shall be charged with the duty of administering the applicable standards and reporting non-compliance therewith and in furtherance of this responsibility, the nuisance inspector shall make

such inspections, compile such facts and evidence, and prepare such reports as may be necessary to effectuate the purposes and intent of this Ordinance. The nuisance inspector's findings, evidence and reports shall be promptly forwarded to the City Attorney's office for review.

(b) The nuisance inspector is hereby authorized to enter upon private property in order to enforce the provisions of this Ordinance and shall be immune from all civil and criminal liability while under the discharge of duties imposed herein. When necessary to obtain such entry, the nuisance inspector may institute appropriate proceedings to obtain a warrant.

(c) In the case of an obvious unfit and unsafe dwelling, structure, or other condition which after inspection is determined to be uninhabited, the nuisance inspector shall cause to be posted a "No Trespassing" sign in an attempt to warn third parties who might be exposed to the risk of danger created by the unsafe condition. However, the City of Opa-Locka does not assume any liability for harm to third parties caused by the unfit and unsafe dwelling, structure, or condition under any circumstances.

Section 14-8. NUISANCE ABATEMENT PROCEDURE

Publication of Annual Notice.

The City Commission shall cause to be published in a newspaper regularly published and in general circulation within the City, once a week for two (2) consecutive weeks during the month of October each year hereafter, a notice reading substantially as follows:

"ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND OCCUPANTS OF REAL PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF OPA-LOCKA:

You are hereby notified that you are required by law to cut and prevent the excessive accumulation of weeds, underbrush, grass or other dead and living plant life upon your improved property; to remove any trash, debris, refuse, inoperable or abandoned vehicles or appliances, or other noxious matter located on any property owned, controlled or occupied by you in the City of Opa-Locka; and also to repair, restore or demolish any unfit or unsafe structure located upon such property; and that upon your failure to do so, the City of Opa-Locka will institute nuisance abatement proceedings against your property and cause such nuisance to be abated. The cost of such abatement will constitute a special assessment lien against the property on which the nuisance is located. Such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the municipal lien or the date of the recording of any mortgage or any other lien on real property. A failure to pay said lien, even such lien upon homestead property, may result in a loss of title to your property."

A failure to publish this notice as provided for herein shall not invalidate any nuisance abatement proceedings brought pursuant to this Ordinance.

Section 14-9. Nuisance Abatement Enforcement Procedure.

(a) If the nuisance inspector determines that a nuisance as defined in this Ordinance exists on a parcel of property, the nuisance inspector shall notify the owner and give him or her a reasonable time to correct the nuisance. Should the nuisance continue beyond the time specified for correction, the nuisance inspector shall schedule a hearing before the special magistrate.

(b) Notice of the hearing before the special magistrate shall:

(1) Identify the property at issue;

(2) Identify the owner or owners of the property as ascertained by a reasonable search of the property appraiser's records or search of the public records;

(3) Describe the condition or activity which may constitute a public nuisance;

(4) Set the date, time, and place for the hearing before the special magistrate at which the owner(s) shall have the opportunity to present such evidence and or argument to the special magistrate as to why said building, structure or condition should not be considered a nuisance and its abatement, removal, or destruction required;

(5) Include a statement providing that a failure to respond or appear at the hearing shall be deemed an admission of the existence of a public nuisance on the property at issue which may result in abatement of the nuisance by the City and levy of an assessment against the property pursuant to this Ordinance.

(c) Notice of such hearing shall be made by serving a certified copy of said notice upon the owner if the owner is able to be located within the City by the Chief Law Enforcement Officer or his designee, or a process server in the manner as near as practicable to the manner in which a summons is served as provided by the laws of the State of Florida. In the event that it is determined that the owner is not available for service within the City, service shall be perfected by at least one of the following:

(1) Mailing, via registered or certified mail, a certified copy of the notice at least ten (10) days prior to the date of the hearing, to the owner(s) and mortgagee(s) of record; or

(2) Publication of the Notice. Such notice shall be published once for four (4) consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Miami-Dade County. The last date of publication shall be at least one day prior to the hearing. The newspaper shall meet such requirements as are prescribed under F.S. Ch. 50 for legal and official advertisements; or

(3) If the property is in foreclosure proceedings and has been abandoned by the owner(s) as evidenced by the property being vacant and the owner has not provided a forwarding address nor is participating in the foreclosure proceedings by filing an answer or has otherwise been unable to be served; service by certified mail to the owner(s) last address of record and service upon

the bank or mortgage company of record in the foreclosure proceedings by certified mail shall be deemed sufficient notice.

Section 14-10 Order of Abatement.

(a) The hearing before the special magistrate shall be an evidentiary hearing. At or after such hearing, if no evidence is presented to the contrary, the special magistrate shall issue an order of abatement affirming the existence of the nuisance and requiring the owner of the property to abate the nuisance condition(s) within a reasonable time to be determined by the special magistrate in the order and provide for abatement of the nuisance by City forces, if such conditions are not corrected as of the time determined by the special magistrate.

(b) The special magistrate may require any or all measures as are reasonably necessary to abate the nuisance. These measures may include, but are not necessarily limited to, the cutting of vegetation, removal of debris or abandoned materials, repair or maintenance of structures, and/or the demolition of unfit or unsafe structures.

(c) At minimum, the order of abatement shall:

- (1) Identify the property;
- (2) Identify the owner or owners of the property and any interested parties upon whom notice was served;
- (3) Set forth the conditions supporting the finding of a public nuisance and/or specify the sections of this Ordinance upon which the finding of a public nuisance was based;
- (4) Require the abatement of the nuisance within such time as the special magistrate determines to be reasonable considering the nature of the nuisance, the danger to the public, and the amount of work involved to abate the nuisance.

(5) Include a statement advising that upon the owner's failure to comply with the order of abatement by removing the nuisance, the City may vacate, demolish, or remove, or otherwise abate the nuisance in accordance with the order of abatement and the expense of such performance by the City or its independent contractor shall be charged against the real property as a special assessment and such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the municipal lien or the date of the recording of any mortgage or any other lien or real property. A failure to pay said lien, even such lien upon homestead property, may be collected pursuant to any manner specified by law and may result in a loss of title to the property.

(d) The order may include notice that any reoccurrence of the nuisance within a twelve (12) month period may be abated by the City without the need for further proceedings and the cost to abate the repeat nuisance shall constitute a special assessment against the property.

Section 14-11. **Extension of Time to Comply.**

In the event of extenuating circumstances such that the property owner is unable to complete abatement within the time provided within the order, the owner may file a written request before the special magistrate for an extension of time to comply stating the reasons the owner has been unable to complete compliance. If reasonable grounds are shown, the special magistrate is authorized to extend the time in which to complete compliance with the original order.

Section 14-12 **Failure to Comply.**

If the owner or other parties in interest fail to comply with an order made pursuant to the provisions of this Ordinance within the specified time, the City is

authorized to vacate, demolish, remove, or otherwise abate the nuisance in accordance with such order, either with City forces or by an independent contractor and neither shall be held liable for trespass, conversion, or other damages while abating the nuisance in a reasonable manner.

Section 14-13 **Emergency Order.**

Whenever the City Commission determines that any nuisance in violation of this Ordinance is an immediate threat to life, limb, health, welfare, or property, the City Commission may issue an emergency order and immediately terminate or abate the nuisance.

Section 15. **Appeals.**

Any person aggrieved by any order entered under this Ordinance may file an appeal to the Circuit Court of Miami-Dade County. Such appeal shall not be a hearing *de novo* but shall be limited to appellate review of the record created before special magistrate. The appeal shall be filed within thirty (30) days of the rendition of the final order to be appealed.

Section 16. **Attorney's Fees.**

The prevailing party in any legal action, appeal, or proceeding instituted to contest any City Commission or nuisance abatement order or action pursuant to this Ordinance shall be entitled to reasonable attorneys' fees and costs.

Section 14-14. Assessment of Costs.

(a) The City Commission shall assess the entire cost of abatement action by the City upon the affected property as a special assessment, and such assessment, when made, shall constitute a lien upon such property by the City. The lien of the City shall encompass, in addition to the abatement cost for the vacation or removal of the facility, all administrative, legal, postal and publication expenses, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes as previously set forth herein.

(b) The City shall file such lien in the Official Records of Miami-Dade County showing the nature of such lien, the amount thereof, an accurate legal description of the property, including the street address, which lien shall date from the date of the filing and recite the owners of the property. Such municipal lien shall bear interest from such date at the rate of eight (8%) percent per annum. However, the assessment may be paid without interest at any time within thirty (30) days after the improvement is completed. The City may enforce the lien upon the real property of the owner, as provided for in F.S. Ch. 173, as amended from time to time.

(c) In the alternative, the city may collect all such liens assessed pursuant to Section 197.3632, Florida Statutes, as authorized pursuant to F.S. § 197.3632(9).

Section 2. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Severability.

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

Section 4. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2022.

PASSED SECOND READING this ____ day of _____ 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

NUISANCE ABATEMENT PROGRAM PROCEDURES

1. Nuisance Inspector finds a nuisance as defined in the ordinance and gives owner reasonable time to correct the nuisance.
2. If the nuisance continues beyond the time specified for correction, the Nuisance Inspector shall schedule a hearing before the Special Master.
3. Written notice of the hearing shall be hand delivered or mailed in the same manner as provided for in Section 162.12, F.S. Notice may additionally be served by publication or posting in the same manner as provided for in Section 162.12, F.S. If the property is in foreclosure service to owner's last known address and service upon the bank or mortgagee of record by certified mail.
4. The Order of Abatement shall include findings of fact and conclusions of law based upon competent substantial evidence. If the special master finds that a nuisance exists, the Special Master shall issue an order of abatement affirming the existence of the nuisance and requiring the owner of the property to abate the nuisance condition(s) within a reasonable time to be determined by the special master in the order and provide for abatement of the nuisance by city forces if such conditions are not corrected as of the time determined by the special master. The order of abatement shall include a statement advising that upon the owner's failure to comply with the order, the City may take the necessary steps to abate the nuisance in accordance with the order of abatement.
5. If the property owner fails to comply with the Order of Abatement, the City will take the necessary steps to abate the nuisance.
6. The City Commission shall assess the entire cost of City abatement action upon the affected property as a special assessment, which assessment, when made, shall constitute a lien upon such property by the City. The lien of the City shall encompass, in addition to the abatement cost, all administrative, legal, postal and publication expenses, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes as previously set forth herein.
7. The City shall file such lien in the Official Records of Miami-Dade County showing the nature of such lien, the amount thereof, an accurate legal

description of the property, including the street address, which lien shall date from the date of the filing and recite the owners of the property. Such municipal lien shall bear interest from such date at the rate of eight percent per annum. However, the assessment may be paid without interest at any time within 30 days after the improvement is completed. The City may enforce the lien upon the real property of the owner, as provided for in Chapter 173, Florida Statutes as amended from time to time.

8. If the City wishes to collect the cost of the abatement action through the non-ad valorem assessment process, the following procedures and time frames must be met.
9. If the City chooses the non-ad valorem process any lien which has been filed will be released prior to the adoption of the non-ad valorem assessment roll.

COLLECTING NON-AD VALOREM ASSESSMENTS

1. Pursuant to Section 197.3632(3)(a), F.S., the City shall hold a public hearing prior to January 1st and adopt a resolution indicating the City's intent to use the uniform method of collecting non-ad valorem assessments for the cost of nuisance abatement services. The resolution shall state the need for the levy and shall include a legal description of the real property subject to the levy. **Exhibit A**
2. The City must publish notice of its intent to use the uniform method in a newspaper of general circulation for 4 consecutive weeks preceding the public hearing. Same type of notice as used for any other non-ad valorem assessment.
3. Pursuant to Section 197.3632(4)(b), F.S., the City must send a notice to the property owner 20 days prior to the public hearing at which the City Commission will adopt the non-ad valorem assessment roll. **Exhibit B**
4. Pursuant to Section 197.3632(4)(b), F.S., the City must notice the hearing by a newspaper ad for assessment roll public hearing at least 20 days prior to the public hearing. **Exhibit C**
5. Pursuant to Section 197.3632(4)(a), F.S., the City must adopt the non-ad valorem assessment roll between January 1st and September 15th. **Exhibit D**