

City of Opa-locka

*City of Opa-locka Municipal Complex
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*



COMMUNITY REDEVELOPMENT AGENCY Agenda

**Wednesday, February 15, 2023
6:00 PM**

Opa-Locka CRA Board

Jannie Russell, Chair

John H. Taylor, Jr., Board Member

Natasha L. Ervin, Board Member

Dr. Sherelean Bass, Board Member

Joseph L. Kelley, Board Member

Nikisha Williams, Board Member

Veronica J. Williams, Board Member

CITY OF OPA-LOCKA

"The Great City"

AGENDA

COMMUNITY REDEVELOPMENT AGENCY

February 15, 2023

6:00 PM

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. MOMENT OF SILENCE:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. ADD-ON ITEM(S)**
- 6. APPROVAL OF MINUTES:**
- 7. PUBLIC COMMENTS:**
- 8. RESOLUTIONS:**
 - 1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), APPROVING A PROFESSIONAL SERVICES CONTRACT WITH WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. SETTING FORTH THE TERMS AND CONDITIONS OF PAYMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AN EFFECTIVE DATE.**
- 9. FINANCIAL REPORT:**
- 10. BOARD COMMENTS:**
- 11. ADJOURNMENT:**

All interested persons are invited to attend this meeting, For additional information, please contact the Opa-locka Community Redevelopment Agency Board Clerk Tiffany Dallas at 305.953.2868 Ext. 1251

In accordance with the Americans with Disabilities Act of 1990, person needing special accommodations to participate in the proceedings should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (72) hours prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

Pursuant to FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

RESOLUTION NO. _____

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), APPROVING A PROFESSIONAL SERVICES CONTRACT WITH WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. SETTING FORTH THE TERMS AND CONDITIONS OF PAYMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AN EFFECTIVE DATE

WHEREAS, The Opa-Locka Community Redevelopment Agency (OCRA) is responsible for carrying out community redevelopment activities and projects within the OCRA; and

WHEREAS, The OCRA Board desires to enter into an agreement setting forth terms and conditions of payment with the law firm Wiess Serota Helfman Cole & Bierman, P.L. with Marlon Hill being the attorney providing the contract services; and

WHEREAS, the OCRA and Wiess Serota Helfman Cole & Bierman, P.L. desire to enter into the contract, attached hereto as "Exhibit "A".

NOW THEREFORE BE IT RESOLVED BY THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

Section 1. RECITALS

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The OCRA hereby approves the Professional Services Contract with the Wiess Serota Helfman Cole & Bierman, P.L. setting forth the terms and conditions of payment for the provision of OCRA legal services, as more specifically set forth in Exhibit "A".

Section 3. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

Tiffany Dallas
OCRA Clerk

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Board Member Bass	(Yes) _____	(No) _____
Board Member Ervin	(Yes) _____	(No) _____
Board Member Kelley	(Yes) _____	(No) _____
Board Member Taylor	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Chairperson Russell	(Yes) _____	(No) _____

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Professional Services Contract") is hereby made and entered into, in duplicate, in Miami-Dade County, Florida, this 17th day of January 2023, by and between the City of Opa-Locka Community Redevelopment Agency (OCRA) in Opa-Locka, Florida, hereinafter referred to as "OCRA," being party of the first part, and Wiess Serota Helfman Cole & Bierman, P.L, hereinafter referred to as "FIRM," being party of the second part.

RECITALS:

WHEREAS, the Opa-locka Community Redevelopment Agency (OCRA) is in need of legal counsel; and

WHEREAS, the OCRA board has made a determination to contract with Wiess Serota Helfman Cole & Bierman, P.L. with Marlon Hill, Esq. being responsible for the work to be provided for the purpose of attending monthly meetings and providing legal advice to the OCRA and OCRA staff at a monthly rate of Two Thousand Five Hundred Dollars and a rate of _____ for work exceeding ____ hours; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and covenanted as follows:

1.0 ENGAGEMENT OF PROFESSIONAL SERVICES. OCRA hereby agrees to engage and Firm agrees to perform the professional legal services set forth herein.

2.0 SCOPE OF SERVICES. OCRA and Firm agree that the general legal services provided by Firm shall be attendance at OCRA meetings and providing advice to board and OCRA staff; and

3.0 TERM; TERMINATION. This Agreement shall take effect on the date of execution and shall continue forward unless terminated by either party with sixty (60) days written notice.

4.0 PAYMENT FOR PROFESSIONAL SERVICES RENDERED. Payment and compensation for Firm's professional services rendered pursuant to this Professional Services Contract shall be \$ _____ per month for legal services to include attendance by Firm at OCRA meetings and providing general advice to OCRA.

5.0 FIRM'S INDEPENDENCE. It is important that Firm be independent and impartial in order to properly perform and provide professional services to OCRA. Firm shall not act as counsel in any lawsuit or other adversary proceeding in which OCRA or City of Opa-Locka is named as an adversary party.

6.0 INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing contained in this Professional Services Contract or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between OCRA and Firm. Firm is an independent contractor and not an employee of OCRA. The consideration set forth in Professional Services Contract shall be the sole consideration due Firm for the services rendered hereunder. It is understood that OCRA will not withhold any amounts for payment of taxes from the compensation of Firm hereunder.

7.0 NOTICE. Whenever either party is required to give notice to the other, such notice shall be delivered by United States mail, return receipt requested or by hand delivery addressed to the party for whom it is intended at the place specified by this paragraph. The place for giving notice shall remain the same as set forth in this Professional Services Contract, unless changed in writing and provided in the manner provided by this paragraph. The parties designate the following, OCRA Chair or successor, as the effective persons and place for providing notice to the other:

OPA-LOCKA:

CORION J. DeLAINE
OCRA Director
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Or hand-delivery at the official city administrative office

FIRM:

Marlon Hill, Esq.
Wiess Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd. Suite 1200
Coral Gables, FL 33134

8.0 COMPLIANCE WITH LAW: Firm shall comply with all federal, state and local laws and ordinances applicable to the services and shall not discriminate on any illegal basis in the performance of the services.

9.0. RECORDS COMPLIANCE. OCRA shall be the official records custodian of all documents and records pursuant to this Agreement. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F..S, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS CONTACT CORION J. DeLAINE, 305-953-2868 ext. 1250; cdelaine@opalockafl.gov, 780 Fisherman Street, Opa-Locka, FL 33054.

10.0 **MISCELLANEOUS:** This Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior oral conversations or writings are merged herein and extinguished. No subsequent amendment to this Contract shall be binding unless reduced to writing and properly signed and executed by both parties.

This Professional Services Contract shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this Professional Services Contract to be executed this ____ day of February, 2023.

THIS SPACE IS INTENTIONALLY LEFT BLANK

OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

Board Clerk

BY: _____
Jannie Russell

FIRM

WITNESSES:

BY: _____
Marlon Hill, Esq.
Wiess Serota Helfman
Cole & Bierman, P.L.