City of Opa-locka

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

COMMUNITY REDEVELOPMENT AGENCY
Agenda

Tuesday, November 14, 2023
6:00 PM

Opa-Locka CRA Board
Jannie Russell, Chair
Nikisha Williams, Vice Chair
Dr. Sherelean Bass, Board Member
Natasha L. Ervin, Board Member
Joseph L. Kelley, Board Member
John H. Taylor, Jr., Board Member
Veronica J. Williams, Board Member

CITY OF OPA-LOCKA

"The city of bright opportunities"

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
November 14, 2023
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. ADD-ON ITEM(S)

6. APPROVAL OF MINUTES:

Opa-locka Community Redevelopment Meeting Minutes - September 12, 2023

Opa-locka Community Redevelopment Meeting Minutes - October 10, 2023

7. PUBLIC COMMENTS:

8. RESOLUTIONS:

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH SANDY DORSAINVIL ("CONSULTANT") TO PROVIDE SENIOR PROJECT MANAGEMENT SERVICES TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S ADMINISTRATIVE OFFICE AND PROJECT MANAGEMENT FUNCTIONS, IN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND DOLLARS ($42,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

2. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO CONSULT WITH THE CITY OF OPA LOCKA REGARDING THE FEASIBLITY OF HIRING A CODE ENFORECEMENT OFFICER TO BE EXCLUSIVELY ASSIGNED TO THE OCRA BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE.**

3. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH ECOSTRATA SERVICES ("CONSULTANT") TO PROVIDE SERVICES IN WRITING GRANT APPLICATION TO THE FLORIDA URBAN & COMMUNITY FORESTRY GRANT, IN AMOUNT NOT TO EXCEED FOUR THOUSAND DOLLARS ($4,000); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

4. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, ESTABLISHING AN INFILL HOUSING PROGRAM IN THE OCRA BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE.**

5. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO RESEARCH THE FEASIBLITY OF ESTABLISHING A BEAUTIFICATION INITIATIVE FOR PUBLIC RIGHT OF WAY IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.**

6. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH BLUEPRINT CREATIVE AGENCY FOR A PERIOD OF SIX MONTHS, TO PROVIDE ECONOMIC DEVELOPMENT AND MARKETING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

9. FINANCIAL REPORT:

1. Main Street Program - Regina Silar
2. Greater Miami Service Corps - Deborah Dorsett
3. Amendment to FY 2023 OCRA Budget to move $5,000 to accounting reserve
4. Update on purchase of property at 14401 NW 27 Avenue
5. First Time Homebuyer
6. Parks Improvement - Vice Mayor Natasha L. Ervin
7. Police Enhancement Grant

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 at 305.953.2868 ext. 1251

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation 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, whish record includes the testimony and evidence upon which the appeal may be based.

MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
SEPTEMBER 12, 2023, 6:00 P.M.

1. CALL TO ORDER:

Chair Russell called the City of Opa-Locka Community Redevelopment Agency Board of Directors meeting to order at 6:15 p.m. on Tuesday, September 12, 2023, at the Opa-locka Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the Opa-Locka Community Redevelopment Agency (OCRA) Board of Directors were present: Chair Jannie Russell, Vice Chair Nikisha Williams, Board Member Dr. Sherelean Bass, Board Member Natasha L. Ervin, Board Member Joseph L. Kelley, and Board Member John Taylor (dep. 7:19 p.m.). Also present were CRA Executive Director Jason Walker, Board Attorney Marlon Hill, and Interim Board Clerk Joanna Flores.

Absent Board Members: Board Member Veronica Williams.

3. INVOCATION

Board Member Kelley gave the Invocation.

4. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

5. APPROVAL OF MINUTES

- **Opa-locka Community Redevelopment Agency Meeting Minutes – July 25, 2023**

Motion made by Board Member Kelley, seconded by Board Member Taylor, to approve the Opa-locka Community Redevelopment Agency Meeting Minutes of July 25, 2023. In a roll call vote, the **motion** passed unanimously (6-0).

- **Opa-locka Community Redevelopment Agency Meeting Minutes – August 3, 2023**

Motion made by Board Member Kelley, seconded by Board Member Taylor, to approve the Opa-locka Community Redevelopment Agency Meeting Minutes of August 3, 2023. In a roll-call vote, the **motion** passed unanimously (6-0).

6. PUBLIC COMMENTS

At this time Chair Russell opened public comment, which she closed upon receiving no input.

7. RESOLUTIONS

1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, RATIFYING THE APPOINTMENT OF FLORIDA STRATEGIC PARTNERS LLC AS THE EXECUTIVE DIRECTOR; APPROVING THE FINALIZATION OF THE AGREEMENT WITH FLORIDA STRATEGIC PARTNERS LLC TO PROVIDE EXECUTIVE DIRECTOR SERVICES FOR AN AMOUNT NOT TO EXCEED $111,000.00 FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Taylor, seconded by Board Member Dr. Bass, to approve. In a roll call vote, the **motion** passed unanimously (6-0).

2. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXTEND AGREEMENT WITH MIAMI SERVICE CORPS, TO PROVIDE PROGRAM ADMINISTRATION OF THE OCRA HOME IMPROVEMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The Board members discussed the proposed contract with Miami Service Corps, which would administer the CRA's Home Improvement Program. It was clarified that a contract for the improvement of three properties was entered into in July 2023, which occurred before Jason Walker of Florida Strategic Partners, LLC assumed the role of CRA Executive Director. No progress has been made thus far on the three properties, as there were permitting issues preventing work from being done; however, these issues have recently been resolved and the program can move forward.

Mr. Walker further clarified that the remaining seven homes to be assisted through the Home Improvement Program have not yet been identified. He asserted that he would take on the responsibility of identifying these seven homes and will provide contact information for them to Miami Service Corps. He felt an additional six months' time would be a reasonable time frame for Miami Service Corps to complete work on all 10 homes.

Board Member Kelley requested additional information on the process of selecting and notifying homes that qualify for the program, recalling that signage should be posted on the selected properties to ensure the public is aware of the CRA's Home Improvement Program.

Chair Russell advised that members of the public watching the meeting via Zoom have indicated the meeting has no sound. It was noted, however, that the meeting is being recorded for future reference.

It was confirmed that once the Home Improvement Program is underway, signs will be posted in the participating properties' yards stating that renovations and improvements were funded by the Opa-locka CRA. Mr. Walker added that if the Board members are aware of homes that qualify for the program, they may send him information on these properties. He recommended that the homes be in some proximity to one another and concluded that the group would be willing to hear any suggestions from the Board members.

Vice Chair N. Williams requested confirmation that the three currently selected properties are close to one another. Mr. Walker indicated that this was the case. Vice Chair N. Williams continued that the next seven properties should also be in proximity to one another.

Vice Chair N. Williams added that a previously signed agreement with Miami Service Corps does not list reporting requirements and recommended that the extension of this agreement include these requirements after six months.

Chair Russell also requested clarification of the agreement's deliverables, recalling that the agreement refers to "paint, plant, and pave," but does not provide a clear understanding of the deliverables expected from the Miami Service Corps. Mr. Walker replied that the Corps would be given a list of deliverables for discussion at their next meeting. His intent was to ensure each home would receive up to $10,000 worth of services, and that Miami Service Corps would receive separate funds for providing services.

Chair Russell asked if the contract's current language would allow Miami Service Corps to make relatively inexpensive improvements to the selected homes and keep the remainder of the $10,000 per home for itself. Mr. Walker advised that the current contract specifies only the $100,000 contract for a program that will provide $10,000 per home. He further clarified that the Corps typically receives a percentage of the amount of work they perform on each house, although this is not stated in the current contract. He also hoped to clarify the types of services offered by the program, as paving costs in particular can take up a large percentage of the $10,000 per home. If more general home improvements were provided instead of paving, this could allow for more improvements to be made for each home. He reiterated that he would meet with Miami Service Corps and discuss deliverables.

Board Member Taylor recommended that the time frame for reporting requirements, as mentioned earlier by the Vice Chair, should be two months instead of six months. He also requested clarification that the Board is being asked to vote upon the extension of the original contract. Mr. Walker recommended that the Item be deferred until the CRA's October 2023 meeting, at which time he could bring back the requested information, including deliverables. The existing contract is not scheduled to expire until October 31, 2023, which is in the fiscal year (FY) 2023-2024.

Board Member Taylor also asked that Mr. Walker meet individually with each of the Board members to make sure the contract reflects their wishes before it is brought back in October for approval. Mr. Walker confirmed that this would be done.

Chair Russell requested clarification that work on the first three homes in the Home Improvement Program is already underway. Mr. Walker confirmed that as of the previous week, permitting for this work is complete. Chair Russell asked if, should there be changes in the renewed agreement, the work on those three homes would fall under the requirements of the existing or the renewed agreement. Mr. Walker stated that the contractor for this type of project typically receives a 10% to 15% administration fee based on the costs of the improvements. This would mean if $100,000 is allocated for the Home Improvement Program, Miami Service Corps could expect to receive $10,000 to $15,000 for its management of that program. This amount would come out of the Professional Services line item rather than the program itself, which would ensure that the total cost of the homes' improvements could still total $100,000.

Chair Russell asked what entity would be responsible for paying the contractor who makes improvements to the homes. Mr. Walker replied that this would be Miami Service Corps, adding that members of the Corps often perform much of the work themselves.

Motion made by Board Member Taylor, seconded by Vice Chair N. Williams, to defer until the October 2023 meeting. In a roll call vote, the **motion** passed unanimously (6-0).

FINANCIAL REPORT:

1. **FY 24 Budget Amendment**

Mr. Walker recalled that the CRA Board passed the FY 2023-2024 CRA budget in July 2023, at which time it was submitted to the State for approval. He had reviewed the budget when he assumed the role of Executive Director and noted it was missing some items. After discussing this with the City's Budget Director, it was determined that once the FY 2023-2024 budget has been approved by the state, it will be brought back to the CRA Board in October 2023 for a budget amendment.

Mr. Walker continued that once the State has approved the budget, he would meet with the Board members individually to review it. Amendments to that budget would be brought forward at the October meeting. He noted that these amendments address items such as the “Paint, Pave, and Plant Program,” which was not included in the 2023-2024 budget. This program cannot be undertaken until an amendment has passed to include it in the budget.

Other programs not included in the 2023-2024 budget are the Rental Assistance Program, which means once the new fiscal year begins on October 1, 2023, there is no program for the payment of rent relief checks until a budget amendment is passed.

Mr. Walker provided an overview of the current CRA budget, pointing out that the CRA receives $1.5 million in tax increment financing (TIF) revenue from the City and $736,755 from the County for a total of $2,249,197. He explained that when the CRA was created in 2011, there was a zero baseline for taxes that year. Each year that City and County taxes have increased since 2011, that additional funding comes to the CRA. It has grown steadily every year.

There is also $4.7 million in CRA money that has not been spent over previous years. These funds are not tied to any specific items, although some funds are now being allocated to the purchase of two lots. This means there is a total of approximately $7 million for FY 2023-2024, $4.7 million of which is carried over from the past.

Mr. Walker continued that in addition to the $7 million, there is another $2.2 million available which serves as a “cushion” for the current year. He explained that the CRA’s goal is to put some of this money on the street to make improvements, as well as to purchase two properties in the City. The CRA has also increased the amount in its commercial façade revitalization program. The Executive Director’s salary was also not included in the budget approved in July 2023. This amount will be addressed by a budget amendment as well.

Mr. Walker thanked the City’s Finance Staff for their assistance with the FY 2023-2024 CRA budget. He noted that a summary of the CRA’s current TIF revenue, as well as the amounts carried over from previous years and previous expenditures, are included in the document for informational purposes. He will contact the individual Board members over the next three weeks for an additional review of the budget to hear their ideas on how to proceed, and the budget will come before them in October for amendment.

Board Member Kelley recalled that the budget had included funds for Board members’ possible travel to and attendance at an upcoming CRA conference. He strongly encouraged any interested members to attend this meeting and learn more about what the CRA can accomplish. He also emphasized the need to ensure that CRA funds are being put to use in the community rather than being kept in reserve or paid to consultants.

It was clarified that the CRA conference is scheduled for October 25-26, 2023 in Ponte Vedra Beach, Florida, with a registration deadline of September 22, 2023. The CRA budget includes $17,000 for out-of-town travel. He requested that any Board members let him know if they wished to attend the conference.

Attorney Hill advised that because the funds are already included in the budget, no motion would be necessary to determine which Board members would attend. Mr. Walker advised that he would review City policy regarding travel and per diem funds.

2. Purchase of 14401 NW 27 Avenue

Mr. Walker noted that the purchase of a property at 14401 NW 27 Avenue was resolved by the Board before the appointment of Florida Strategic Partners LLC as Executive Director. The closing date on this property was extended by 30 days due to the timing by which checks are cut for the CRA, as well as the time necessary for the required surveys and appraisals of the property. He recommended an additional 30 days' extension: although the contract for sale is in place, a check submitted into an escrow account with law firm Weiss Serota Helfman Cole & Bierman has not yet been received, although it was due on Thursday, September 7, 2023. The check is expected to be cut on Thursday, September 19.

Mr. Walker also addressed the property located north of 14401 NW 27 Avenue. He has spoken with a broker for this property, who has expressed interest in discussing a possible sale. Mr. Walker explained that he would like to clarify a "not to exceed" amount for that property. He understood that the last offer made by the CRA for the adjacent property is $610,000, while the 14401 NW 27 Avenue property cost $650,000. He hoped to be able to bring a final number before the Board at their October meeting.

Mr. Walker added that the two properties are located at a major intersection within the City. He suggested that the first property could be a good location for a landmark restaurant, while the second property to the north could provide parking for that restaurant.

Chair Russell requested input from Attorney Hill regarding whether or not the Board should discuss the proposed asking price for the property during today's meeting, or outside the meeting. It was clarified that the asking price of $700,000 was more than the Board had offered. Attorney Hill confirmed that the Board may provide Mr. Walker with a not-to-exceed figure with which he could negotiate.

Vice Chair N. Williams requested clarification of the property's appraisal price. Mr. Walker reiterated that the property was appraised at $610,000, which the Board had offered. If they decide to offer an amount above the appraised value, a supermajority vote would be required to approve it. He recalled that for the first parcel, Board Member Kelley had proposed a not-to-exceed amount of $675,000, and the CRA ultimately paid $650,000. While he did not feel the second property was worth the same amount, Mr. Walker advised that he would like to make an offer slightly above $610,000 if the Board gives their approval.

Chair Russell commented that she was not in favor of exceeding the appraised value but would be willing to follow the majority of the Board.

Board Member Kelley recommended that Mr. Walker confer with each of the Board members individually regarding an offer on the subject property. He also expressed concern with possible environmental concerns on the property, and stated he would like to see an explanation or presentation addressing this. Mr. Walker confirmed that he would contact the broker and meet individually with the Board members to update them on this issue.

3. OCRA By-laws (meeting times)

Mr. Walker advised that the CRA's By-laws state that they will meet on the third Tuesday of each month, which has not been their regular meeting date. Instead, most meetings have been held on the second Tuesday of each month. The By-laws will need to be amended to clarify when meetings will be held.

It was recommended that the meetings be changed to the second Tuesday of each month.

Motion made by Board Member Taylor, seconded by Board Member Kelley, to amend the By-laws to have the meetings every second Tuesday of the month. In a roll call vote, the **motion** passed unanimously (6-0).

4. Palmetto Homes Disbursement Terms

Mr. Walker stated that this Item addresses the development agreement between the CRA and Palmetto Homes. He requested clarification from the Board regarding how payments should be made. The existing development agreement is for $300,000 and states that these funds would go toward the reimbursement of hard costs for 2060 Washington Street, 2010 Washington Street, town homes at 2061, 2071, 2081, 2091, and 2099 Ali Baba Avenue, and 1901 Washington Street.

Mr. Walker continued that when he assumed the role of Executive Director, the State had rejected a check in the amount of $300,000, which was a disbursement of the full amount. Upon reaching out to learn why the check was rejected, he was told "not everything was done." There was also an inconsistency regarding when the disbursement was to be paid: whether it was to be paid when a Certificate of Occupancy (CO) was issued, or during construction as reimbursement for hard costs.

The two units at 2060 and 2010 Washington Street are almost complete, although no CO has been issued for either property. Mr. Walker recommended that the Board reimburse Palmetto Homes for hard costs for these two units at $60,000 for each property. Another vendor will be working with CRA Staff to ensure their invoices and receipts are in proper order and all funding sources are listed so there will be no duplicative payments.

Mr. Walker explained that once the $120,000 in hard costs for the nearly complete units has been paid, the CRA will review its records regarding the remaining $180,000. Reimbursements will be made for the other units once ground is broken and expenses begin to accrue, although not for the full amount up front.

Board Member Kelley asked for more information on how reimbursement would take place once ground is broken on other units. Mr. Walker replied that the contractor will turn in invoices or receipts as those projects are constructed.

Board Member Kelley asked how the CRA will fit into the process when the units are complete, and residents are moving into them. Mr. Walker explained that once the homes are complete, before residents move in, there will be a public ceremony to show the CRA's contribution toward the project.

Chair Russell advised that the Palmetto Homes project is being done in conjunction with the County, and the County Mayor has indicated she would also like to participate in the ceremony when it is scheduled. She concluded that the ceremony would need to be inclusive of all participants.

Vice Chair N. Williams requested more information on the environmentally sustainable or "green" elements in the homes. Mr. Walker replied that while he did not have full information, the green components will include solar roofing panels. He concluded that he would bring back more information on these elements.

Chair Russell commented that in the future, there should be a point at which some money is provided to the CRA as a return on its investments and to replenish its funds. Mr. Walker pointed out that new tax money, including TIF revenue from the recently built homes, will come back into the CRA.

5. **Bank Statements**

It was noted that the bank statements have not yet been thoroughly reviewed, although statements from the past three months were included in the members' Agenda packets. Once the statements have been reviewed and questions answered, a memo will be sent to the Board members with further information.

Chair Russell asked if all TIF money goes into the CRA's bank account, and also requested an update on CRA bookkeeping services. Mr. Walker stated that the Board will need to approve the service provider chosen by the selection committee.

Vice Chair N. Williams asked if the Board could review information on the firms which responded to the request for proposal (RFP) and were considered for the service. Mr. Walker replied that five companies submitted proposals, and the selection committee recommended Cherry Bekaert, LLC. City Staff recommends that the CRA Board approve this recommendation and authorize the agreement with that company. He reiterated that full information will be provided at the October 2023 meeting.

Board Member Dr. Bass asked if the CRA is required to approve the recommended vendor. Mr. Walker replied that they are not. Board Member Dr. Bass asked if the Executive Director might be aware of another vendor to whom the CRA may wish to discuss bookkeeping services. Mr. Walker stated that he did not have another such company in mind.

Vice Chair N. Williams reiterated that she would like to see all the proposals submitted by firms. Mr. Walker replied that this information will be emailed to the members the next day.

Chair Russell concluded by requesting that the Executive Director provide an update on the bank statements. Mr. Walker stated again that he would send out a memo with this information once he had a clearer explanation of the statements.

6. Rental Assistance Update

Mr. Walker advised that a list of households which received rental assistance through the CRA's program was provided to the Board members as of September 1, 2023. He pointed out that as of October 1, 2023, no more checks can be written from this program until a FY 2023-2024 budget amendment has been passed. Every application received before that date will continue to be processed.

Board Member Ervin requested additional information about the delay beginning October 1, 2023. Mr. Walker explained that the CRA can continue to accept applications; however, during the second week of October, the Board will need to approve a budget amendment, which must then be approved by both the City of Opa-locka and the State of Florida. This will most likely push the program back into late October or November before more rental assistance can be provided. He felt it was better to put the entire program on hold rather than giving applicants false hope of the time frame in which they may be assisted.

Board Member Ervin asked how long it is likely to take to approve applications for the program. She explained that members of the community regularly reach out to her for information on the status of their applications, but she does not have clear answers to give them. Mr. Walker replied that one of his first actions as Executive Director was to sign off on three rental assistance requisitions which should have already been paid, according to the program timeline that was explained to him. He estimated that these three applicants would probably not receive a check until the next week. He concluded that the process should take roughly three weeks.

Board Member Kelley asked if the Executive Director would recommend not accepting any more applications at this time, or to accept them with the acknowledgement that the program is behind schedule. Mr. Walker stated that applications are still being accepted but cautioned that there may be misinformation being disseminated about the program, as some of the applications are not from Opa-locka residents. He recommended that applications from Opa-locka CRA residents continue to be accepted through September 30, 2023. After that date, the receipt of applications would be paused, as the FY 2023-2024 CRA budget must be amended to include the Rental Assistance Program.

Attorney Hill explained that the Executive Director is attempting to manage the Rental Assistance Program in the best way possible with the current approved budget, which runs through September 30, 2023. Board Member Kelley echoed Board Member Ervin's earlier concern that residents are applying for the program with the expectation that they may be assisted more quickly than is possible and emphasized that any applicants should be informed that they are unlikely to see a check for some time. He asked how applicants are currently being advised of the delay.

Mr. Walker stated that Linda Taylor of HOMES, Inc., who is managing the Rental Assistance Program, informs applicants of the extended time frame in which their applications are being processed. He also pointed out that the funds do not go to applicants themselves but go directly to the landlords. Ms. Taylor is also working with the landlords to manage their expectations of when they should receive a check.

Mr. Walker concluded that the three applicants whose requisitions he approved in August will probably not see their landlords paid until later in September.

Board Member Ervin referred to a list of applicants to the program, requesting clarification of how many months' rent has been paid for some of those applicants. Mr. Walker advised that some of the payments may include rent from the previous year.

Board Member Dr. Bass asked what would happen if, due to the length of the process, a tenant is no longer in their home when the rental check is delivered to their landlord. Attorney Hill advised that the payment is for rent already owed, and if the tenant is no longer present, the money would go toward what they owe to the landlord.

Board Member Ervin stated that the Rental Assistance Program is intended to make payments that keep tenants from being evicted. She requested clarification of what changes Mr. Walker would recommend for the program going forward.

Mr. Walker advised that he has not seen a list of the guidelines that govern the Rental Assistance Program. In addition, he noted that some of the applications show that the applicant may not be able to remain in their home even if rent relief is provided, as they do not have sufficient income to stay there. He emphasized that these individuals are in need of a different type of service than rental assistance and added that CRA money should not be spent helping landlords instead of tenants. He concluded that this can be discussed further when the Board meets in October and discusses a potential budget amendment.

Vice Chair N. Williams commented that upon reviewing the Rental Assistance Program recipient information provided, she had determined that some the individuals listed reside outside CRA boundaries. She questioned whether or not the program can use CRA dollars to assist residents who live outside the CRA. Mr. Walker confirmed that some of the applicants listed do not live within CRA boundaries, and that CRA funds cannot be used to assist them. He is working with City management to address this issue.

Vice Chair N. Williams continued that the Board had elected to have Ms. Taylor of HOMES, Inc. administer the Rental Assistance Program, and asked if Florida Strategic Partners, LLC had the capacity to oversee that program. Mr. Walker replied that he felt his firm could take on this responsibility, although he pointed out that Ms. Taylor has done a good job with what she was asked to take on. She has processed applications for both the City and the CRA. He noted that there may have been discrepancies in the instructions she was given. He concluded that he felt his company could assume control of the program.

Chair Russell advised that before Mr. Walker came on board as Executive Director, she had met with Ms. Taylor, who reviewed emails and information she had been given regarding the program which had not been shared with the Board. She then provided Mr. Walker with her questions regarding the program so he could work directly with Ms. Taylor. She emphasized that issues may have arisen when there were no additional staff to assist Ms. Taylor with aspects of the program, such as double-checking applicants' addresses to ensure they lived within the CRA boundaries.

Chair Russell continued that she also felt a landlord who does not agree not to evict an applicant should not be given any funds from the program. She agreed that the program is in need of an overhaul.

Mr. Walker advised that there may be other concerns the Board may wish to discuss adding to the program, such as inspection of the unit or house to ensure livable conditions, or that the tenant will be able to continue living in their home once assistance has been provided.

Board Member Ervin stated that she was also concerned with payment of security deposits, as these would eventually be returned to the tenant. She suggested that for an applicant who is moving into Opa-locka, the program may be able to pay their first month's rent. She emphasized the importance of assisting senior citizens through the program.

Chair Russell requested clarification of the status of hiring new CRA Staff. Mr. Walker replied that he has interviewed four individuals, with the expectation of making an offer to one of them. He explained that one issue is that pay is very low and may need to be adjusted, at least for the Project Manager position. He has also received a number of resumes from the City's Human Resources Department.

Chair Russell continued that there have been few requests for mortgage assistance. Board Member Ervin commented that a homeowner awaiting this assistance would be unlikely to avoid foreclosure due to the length of the approval process. Chair Russell suggested that Mr. Walker may be able to identify procedures that would help the CRA move their assistance processes along more quickly.

Mr. Walker stated that Ms. Taylor has consistently kept him apprised of her communications with landlords. He has also spoken with the Assistant City Manager regarding the lengthy process for the three applicants who applied in July or August and will follow up with her to determine if any other steps can be taken. He also plans to reach out to Frank Rollason of the State Oversight Board to discuss a system by which the CRA can submit its invoices separately from the City so its providers can be paid in a timely manner.

Chair Russell recalled that she had asked the previous Interim Executive Director to develop a form that showed the process by which invoices were submitted and approved. Mr. Walker advised that he prints the invoices and writes "approved" on them when appropriate. He then submits them to the appropriate Staff members, who in turn submit the invoices to the State. The State has recently approved all the City's and CRA's requisitions, and he expected checks would be cut the previous week; however, this did not happen for the CRA. He noted that the State did not approve cutting a check for Attorney Hill's firm, although that invoice was submitted. The firm has not been paid in some months. He concluded that the Board needs to discuss and resolve how to make their processes work better for the CRA and its residents.

Mr. Walker stated that he will follow up with the Assistant City Manager on the possibility of providing a special check run for the CRA Attorney's services as well as the three aforementioned applicants approved for rental assistance. He hoped that these payments could be made in the near term.

Board Member Kelley confirmed that the Board understood Mr. Walker's frustrations and would need to work through these challenges. He requested that the Executive Director keep the Board members apprised of this situation once more information is available.

Mr. Walker noted that other municipalities use a purchasing system known as “P Card” which allows for expedited payments on certain items. He recommended looking into the City’s policy on this issue and possibly securing this system for the CRA, as it could provide greater flexibility for making payments and spending money. The Board agreed to direct Mr. Walker to bring more information on this system back before the Board.

Attorney Hill suggested that it may be helpful to both the Executive Director and the CRA Board to compile a summary checklist of what has and has not been done in recent months.

BOARD COMMENTS

Board Member Ervin asserted that the Director’s Report received at this meeting was the most comprehensive she has received thus far. She expressed confidence in the direction of the CRA going forward. Board Member Dr. Bass also stated she was pleased to see the CRA has come this far.

Mr. Walker confirmed that all Board members will receive briefings ahead of the October meeting.

ADJOURNMENT

The meeting was adjourned at 8:23 p.m.

ATTEST:

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Marlon A. Hill, Esq. Board Attorney

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Joanna Flores, Interim CRA Board Clerk

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Jannie Russell, CRA Board Chair

MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
OCTOBER 10, 2023, 6:00 P.M.

1. CALL TO ORDER:

Chair Russell called the City of Opa-Locka Community Redevelopment Agency Board of Directors meeting to order at 6:00 p.m. on Tuesday, October 10, 2023. Opa-locka Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, FL 33054.

2. ROLL CALL:

The following members of the Opa-Locka Community Redevelopment Agency (OCRA) Board of Directors were present: Chair Jannie Russell, Vice Chair Nikisha Williams, Board Member Natasha L. Ervin, Board Member Joseph L. Kelley, Board Member John Taylor, and Board Member Veronica Williams (arr. 6:22 p.m.). Also present were CRA Executive Director Jason Walker, Assistant Board Attorney Narinah Jean-Baptiste, and Interim Board Clerk Joanna Flores.

Absent Board Members: Board Member Dr. Sherelean Bass.

3. INVOCATION

Board Member Kelley gave the Invocation.

4. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

5. APPROVAL OF MINUTES

Due to technical difficulties, the OCRA meeting minutes of September 12, 2023 will be submitted for approval at the next regular OCRA meeting.

6. PUBLIC COMMENTS

At this time Chair Russell opened public comment, which she closed upon receiving no input.

7. **RESOLUTIONS**

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AMENDING, APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Ervin, seconded by Board Member Taylor, to approve.

CRA Executive Director Jason Walker recalled that earlier in the year, the CRA Board passed a "template budget," which was adopted and transmitted to the State for approval. A number of items were missing from that budget, including:

- Executive Director's salary
- Carry-over of the Rental Assistance Program from the previous year

Mr. Walker advised that he had added these items and filled in other gaps in the budget. He provided a brief overview of the amended budget presented for approval today, noting that the City's tax increment financing (TIF) revenue for fiscal year (FY) 2024 is $1,512,442. The County's TIF revenue is $736,755. The total TIF revenue for FY 2024 is $2,249,197. This amount does not include the $4,713,883 carry-over from previous years; with that addition, the total revenue for FY 2024 is $7,013,080.

Mr. Walker noted that the amended budget's expenditures include salaries and benefits for the CRA Manager, CRA Project Coordinator, and CRA Administrative Assistant. It also includes other administrative fees, including $50,000 for audit, travel, insurance, membership dues, operating expenditures, printing/binding, promotional activities, out-of-town travel, professional services, and legal services. CRA programs under the category of expenditures include:

- Home Improvement Assistance Program: $150,000
- Commercial Program: $1 million
- Small Business Grant: $250,000
- Carry-over funds from the Rental Assistance Program: $90,000
- Other contractual services: $100,000

Mr. Walker clarified that the commercial program cited above will improve commercial businesses in the area at a cost of up to $100,000 per business. He also noted that several Board members have indicated they would like to expend the remaining $90,000 in the Rental Assistance Program, which is why those funds were carried over into FY 2024.

Mr. Walker further addressed the Commercial Program, stating that the CRA would target 10 businesses in “high-capacity areas” and improve their buildings with painting, driveways, windows, roofs, and other necessary upgrades at a cost of up to $100,000 per business. The Small Business Grant Program would provide up to $35,000 per business for improvements.

Chair Russell asked if the criteria for the programs targeting larger and smaller businesses are different. Mr. Walker confirmed this, adding that copies of these programs’ applications are included in the Board members’ backup materials. The criteria do not include a cap on the individual businesses’ overall budgets.

Chair Russell suggested considering this option so the criteria for the two types of businesses are different. She pointed out that a business with an overall budget of $5 million should not be competing with a smaller business that has a significantly smaller budget. Board Member Kelley, however, cautioned against the possibility of penalizing a larger business because it is more successful, pointing out that this type of business may want to undertake a new initiative that may benefit the community using a smaller amount of grant funds.

Mr. Walker continued that the FY 2024 capital projects budget includes a Development Assistance program for infill housing, which includes $300,000 carried over from funding approved by the Board for Palmetto Homes, as well as an additional $500,000 for any other developers who would like to create infill housing within the CRA boundaries. The budget also includes $200,000 for art in public places.

Mr. Walker advised that part of a new State law requires that CRAs set aside 10% of their annual TIF revenue for housing initiatives. For this reason, $250,000 is set aside, even though the CRA has already budgeted money elsewhere for housing programs. They will develop additional housing initiatives to use these dollars, such as a possible first-time home buyer program.

Board Member Taylor asked if the remaining $300,000 for Palmetto Homes will be disbursed through a grant application process. Mr. Walker explained that Palmetto Homes already has an agreement with the CRA which was signed in 2022. Their compliance with that agreement includes submittal of information to satisfy the terms of the agreement. Palmetto Homes is currently in the process of submitting information for two homes for which they are applying for funds at present. An issue arose in the past because a check for the full $300,000 had been submitted to the state but was rejected.

Mr. Walker continued that after the check was rejected, he met with Palmetto Homes to discuss how to proceed. The CRA agreed to give $60,000 for each of the two homes that are almost finished, totaling $120,000. The remaining $180,000 will be held until the developer has begun work on the other town homes. Once this work has begun, the CRA will begin reimbursing for those homes as well.

Board Member Taylor asked if a program will be created around the total $800,000 in the Development Assistance Program. Mr. Walker confirmed this, adding that he would like to change the title of this program, possibly to an Infill Housing Program. This is because in most cases, when development assistance is provided, the CRA gets something in return; however, the current program only provides development assistance with no return. The proposed Infill Housing Program would allow developers to construct infill housing on empty City lots.

Board Member Kelley asked if the $500,000 to be added to the program would serve as a nucleus for the new program’s structure. He asked if the Board is required to take any legislative action to accept no new applicants until the Board passes the new program. He emphasized the need for the CRA to have greater control over the program.

Board Member V. Williams joined the meeting at 6:22 p.m.

Mr. Walker stated that terms for the proposed Infill Housing Program can be brought back to the Board at their November 2023 meeting, along with a Resolution rescinding any and all development assistance programs or agreements. Board Member Kelley confirmed that he would like to see this so the Board can assume more control of the proposed program.

Mr. Walker continued addressing capital projects, which also include allocations for fences, streetscapes, and amenities, as well as $2.9 million slated for building purchases. This is in addition to the $1.4 million already intended for the two properties the CRA is purchasing and currently considering for purchase. He characterized the $2.9 million as a surplus, and advised that while it is currently budgeted for building acquisition, the CRA budget is a living document that can be amended by the Board at any time. If the Board identifies a project they would like to take on, they can reallocate the $2.9 million.

Board Member Kelley addressed the $200,000 budgeted for streetscapes, noting that there are currently no specific plans for the use of these dollars. Mr. Walker confirmed that this is a relatively low amount and could be used for the planning of streetscapes, while the actual construction of streetscapes would require a reallocation of funds from elsewhere in the budget.

Board Member Kelley also addressed an allocation for community policing, requesting clarification of what these funds were actually used for. Mr. Walker noted that the amount budgeted for this item was $3600. He recalled that he had watched previous CRA meetings at which there had been discussion of a Ring camera purchase program for homeowners within the CRA. He did not have any information on what had become of this program. The “community policing” title was retained in the budget in case the Board wished to reconsider that program.

Chair Russell explained that there had been an initiative between the previous Interim Executive Director and the Police Department to purchase a number of Ring cameras, which would be distributed to senior citizens living within the CRA. She did not have any additional information on the program.

Board Member V. Williams recalled that while the Board had discussed the camera program, they had not voted upon it. Chair Russell noted that the purchase of cameras would have cost only $3600, which was within the previous Interim Executive Director’s purchase limit without requiring Board approval.

Board Member Kelley observed that the Board may wish to reconsider this program, although it had been removed from the budget and would require a budget amendment. He added that Mr. Walker may be able to find more information from earlier in the year. Mr. Walker confirmed that he would look into this further.

Vice Chair N. Williams noted that the CRA has budgeted more funds for legal services and court costs in comparison to the previous year and requested clarification of this increase. Mr. Walker explained that he had made this change arbitrarily, as he had felt the previously budgeted amount to be too low. Vice Chair N. Williams noted that this increase was from $35,000 to $85,000. Mr. Walker advised that he had added the extra amount due to the pending purchase of properties, recalling that a separate agreement with the Board Attorney’s firm, Weiss Serota Helfman Cole and Bierman, was required for legal services related to real estate transactions.

Board Member Taylor recalled that at a previous meeting, a representative of Main Street Opa-locka had spoken during Public Comment. Mr. Walker noted that funds for Main Street Opa-locka are not currently in the CRA budget, but can be added as a line item at $25,000. Board Member Taylor confirmed that he would like to see this program funded.

Motion made by Board Member Taylor to include $25,000 for the Main Street program.

Mr. Walker advised that this amount would be taken from the $2.9 million currently allocated under building purchases.

Board Member Kelley requested that the **motion** include the addition of language specifying the reallocation is subject to review by the Executive Director.

Vice Chair N. Williams **seconded** the **motion**.

Board Member V. Williams requested clarification of the deliverables associated with the Main Street program, which was presented to the Board earlier in the year. Vice Chair N. Williams recalled that Main Street Opa-locka was originally envisioned within the CRA's Strategic Plan many years ago, and members of the community are seeking to bring this initiative back to life. They are currently in the process of securing incorporation as a nonprofit and have met with representatives of Florida Main Street. The intent is for the CRA to take advantage of some of the resources of Florida Main Street to activate the Downtown area and business corridor.

Chair Russell confirmed that goals associated with Florida Main Street are included in the CRA's Strategic Plan.

Board Member V. Williams explained that she was uneasy with the proposal to fund Main Street Opa-locka, as she did not recall the full plan for this initiative. She was not certain funds should be designated toward an expense with which the Board is not entirely familiar, and requested that they be given time to review more information about the program and revisit it at a later date.

Board Member Kelley added that he would also like more information about the Main Street program before voting to allocate funds to the program. This was one reason he had requested the addition of language regarding Executive Director review to the **motion**. He continued that if Main Street is not a time-sensitive item, the Board should consider bringing back an amendment to consider funding that program at a later meeting.

Vice Chair N. Williams recommended that the Board invite a representative of Main Street Opa-locka to present the program at a later meeting. She also suggested allocating less than $25,000 toward that initiative, as Main Street Opa-locka is currently in the process of organizing. She felt a smaller amount, such as $5000, would be useful in supporting the organization process. She concluded that she was not aware of whether or not the program is time-sensitive.

Mr. Walker stated that he had briefly spoken with an individual involved in Main Street Opa-locka in recent weeks, and that a state rule establishes $25,000 as the minimum the CRA would need to commit in order to participate in that program.

Board Member Taylor and Vice Chair N. Williams **withdrew** their **motion** and **second** regarding the funding of Main Street.

In a roll call vote, the **motion** to approve the Resolution passed unanimously (6-0).

2. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXTEND AGREEMENT WITH MIAMI SERVICE CORPS, TO PROVIDE PROGRAM ADMINISRATION OF THE OCRA HOME IMPROVEMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Taylor, seconded by Board Member Ervin, to approve.

Mr. Walker recalled that at the September Board meeting, the CRA had wished to hear more from Miami Service Corps regarding their deliverables. He has met with representatives of the organization and learned that they received permits for work on seven homes. Their agreement with the Board came in June or July 2023, but the organization had permitting issues with the City in August 2023. Their contract will wnd in October, and their work is not yet complete.

Mr. Walker requested another six months for Miami Service Corps to complete their work for the CRA.

Board Member Kelley recalled that there had been concern regarding Miami Service Corps' fee as opposed to the entire contractual amount, and requested additional clarification of this issue. Mr. Walker replied that homeowners will receive $8000 worth of work on their homes, while Miami Service Corps takes $2000, or 20%, "off the top" per home.

Board Member Kelley asked if Miami Service Corps anticipates identifying another three homes for the program to reach a total of 10. Mr. Walker confirmed this, adding that he had requested Miami Service Corps have a representative to today's meeting to provide an update. He advised that he would follow up with the organization and send the Board members a memo updating them on the program.

Board Member Kelley also asked if there is information on the homes for which permits have been approved. Mr. Walker replied that he had learned permits were approved and moving forward approximately three weeks ago. He stated that he would send the Board members the addresses of the permitted homes.

Board Member Ervin stated that residents have asked her how homes were selected for the program. Mr. Walker replied that Miami Service Corps was given a map of the CRA and direction by the previous Interim Executive Director regarding the area to be targeted. He recommended moving forward with work on the 10 homes in this program, and then undertaking a new housing initiative program that is included in the budget with $250,000 in funding. The new program would use licensed contractors rather than volunteers.

Board Member Ervin pointed out that homes in need of improvement should submit their addresses for a selection process that would allow the homeowners to identify the work that needs to be done on their houses. Mr. Walker explained that he would like to work with the Board to identify streets on which they should focus. Homes on these streets would be improved in clusters, which would have a greater impact on the CRA.

Mr. Walker continued that his intent was to work with the Board to identify either homes or commercial properties that they feel are in need of assistance, and to encourage these properties to apply for the programs.

Board Member Taylor requested that when the Executive Director provides the Board members with the addresses of homes in the program, he also provide a progress report of where these homes are in the process, as well as a timeline for their improvements.

Board Member Kelley explained that he had requested further information because the permitting phase seemed to be taking a long time. Mr. Walker advised that Miami Service Corps had indicated there were difficulties with the City's permitting department, and had requested his assistance. He had reached out to the department's director, and Miami Service Corps received the permits.

Board Member Kelley requested that Mr. Walker make sure a representative of Miami Service Corps attends the next Board meeting to make a presentation on the program.

Vice Chair N. Williams addressed the program's invoicing, noting that services and labor costs are estimated at 20%. She requested confirmation and documentation that Miami Service Corps is actually spending the full $8000 per home. Mr. Walker replied that the organization will be providing invoices as part of their agreement, and staff will review those documents for accuracy.

Board Member V. Williams commented that the City and the CRA have worked with Miami Service Corps since the beginning of the COVID-19 pandemic. She expressed concern that the organization was supposed to provide training to young adults; however, they have not brought any young adults from Opa-locka into the program.

Board Member V. Williams continued that she also felt the CRA should have more control over its programs, and that this should include ensuring workers are from the Opa-locka community. She emphasized that she has not seen a presentation on the deliverables of Miami Service Corps' program, and has not seen the types of significant improvements that skilled workers would make.

Chair Russell asserted that her concern was with signage, and emphasized the importance of ensuring that signage at the selected properties credits the CRA as well as Miami Service Corps. She explained that many residents are not aware of the work the CRA is doing in the community.

Chair Russell also expressed concern that $2000 was being taken from the funding for every project for Miami Service Corps' administrative costs. She asked if the Corps is being reimbursed only for what they are spending. Mr. Walker replied that all funds are given on a reimbursable basis: the Corps tries to reach the $8000 limit for each home. He advised that he would follow up with the organization on this concern.

Chair Russell continued that she was not comfortable extending Miami Service Corps' contract because they were not present at the meeting.

Board Member V. Williams asked if there is a way to amend the CRA's agreement with Miami Service Corps in order to encourage participation by young adults in Opa-locka so they have the opportunity to learn new skills. Assistant Board Attorney Narinah Jean-Baptiste explained that in order to change the agreement's language, a new agreement would have to be drafted and signed by Miami Service Corps. Board Member V. Williams confirmed that she would like to amend the agreement before it is extended.

Mr. Walker further clarified that Board Member V. Williams was proposing to extend the contract with Miami Service Corps, subject to the organization's best efforts to bring Opa-locka residents into the program.

Attorney Jean-Baptiste suggested that the Board pass the Resolution with the condition that Miami Service Corps focus on Opa-locka residents. This would be simpler than bringing forth a new agreement.

Board Member Kelley asked how much money has already been expended for the program on the seven selected homes. Mr. Walker clarified that no funds have been spent by the CRA thus far, as the CRA reimburses Miami Service Corps for their expenses. The CRA has not yet received any bills from the organization.

Board Member Kelley stated that he shared his colleagues' concerns with ensuring that Opa-locka residents are involved with the program, but noted that this would change the scope of the agreement. He felt the question should be whether or not to extend the agreement at all.

Attorney Jean-Baptiste reiterated her suggestion that the Board pass the Resolution subject to a condition that Miami Service Corps make their best efforts to attract young adults in Opa-locka to the program. Board Member Kelley pointed out that Miami Service Corps may not be willing to accept this condition.

Attorney Jean-Baptiste requested clarification of the efforts the Board would like to see from Miami Service Corps, such as documentation that they are reaching out to Opa-locka residents. She explained that there should be parameters for these efforts.

Chair Russell stated that her understanding was Miami Service Corps reached out to young people in the Opa-locka community; however, she later learned that the organization already has a group of people with whom they work, and many volunteers or workers are drawn from this group. Her intent was to have the organization consider students and young adults of Opa-locka for their program.

Chair Russell concluded that she would like the proposed condition of approval to include the phrase “best efforts” with regard to using Opa-locka residents, if this is acceptable to the organization.

Attorney Jean-Baptiste recommended amending the Resolution to state that the program will be extended for two months, and will be revisited when a representative of Miami Service Corps is present to address the Board’s concerns and provide more information.

Motion made by Board Member Kelley to amend the Item to extend the agreement for two months instead of six months.

Vice Chair N. Williams **seconded** the **amendment**. In a roll call vote, the **amendment** passed unanimously (6-0).

In a roll call vote, the **motion** to approve the Resolution passed unanimously (6-0).

3. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH PEGGY JOSEPH (“CONSULTANT”) TO PROVIDE ADMINISTRATIVE ASSISTANT SERVICES TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY’S FRONT OFFICE OPERATION IN AMOUNT NOT TO EXCEED THIRY SIX THOUSAND DOLLARS ($36,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Taylor, seconded by Board Member Ervin, to approve.

Mr. Walker explained that the position of Administrative Assistant was posted in June 2023. He has reviewed the resumes submitted through the City’s former Human Resources Department. The City had an established process through which all candidates for positions were interviewed; however, Mr. Walker pointed out that the CRA is separate from the City and should have a different process.

Mr. Walker continued that he reviewed the CRA's By-laws with the Assistant City Manager, who clarified that the CRA may enter into a consultant agreement with employees. He noted that the By-laws state the Executive Director may contract with an employee for up to two years without Board approval. He concluded that he would like to hire the individual referenced in the Resolution as a contract employee. The individual's pay rate would be less than what is budgeted for the position, and would not include benefits such as health insurance, vacation pay, or severance pay. He emphasized that the CRA needs help in its office as soon as possible.

Mr. Walker added that he has also conducted interviews for two other open positions with the CRA. The CRA Manager position may also be filled by a consultant. He emphasized again that this does not mean a long-term commitment between the consultant and the CRA.

Board Member Taylor stated that he had no objection to the process; however, he noted that the proposed scope of work for the candidate does not include responsibilities as Board Clerk. He suggested that this be added to the candidate's scope of work.

Board Member Kelley advised that he did not want the addition of Board Clerk responsibilities to be a sticking point for the contract. He pointed out that the Executive Director has already negotiated the terms of the position with the candidate. Chair Russell recommended making sure the candidate has the skills necessary for a Board Clerk.

In a roll call vote, the **motion** passed unanimously (6-0).

4. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) TO ESTABLISH THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) 2024 BUSINESS ASSISTANCE MICROGRANT PROGRAM WITH AN ALLOCATION OF $250,000; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Kelley, seconded by Board Member Taylor, to approve.

Mr. Walker advised that this grant program would award $35,000 apiece to small businesses. Areas of concern and priority include:

- Business interruption or emergency recovery
- Employment opportunities
- Building improvements

In a roll call vote, the **motion** passed unanimously (6-0).

5. **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) TO ESTABLISH THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) 2024 BUSINESS INCENTIVE AND ASSISTANCE PROGRAM WITH AN ALLOCATION OF $1,000,000; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Taylor, seconded by Board Member V. Williams, to approve.

Board Member Taylor emphasized that priority for this type of position should be given to Opa-locka residents.

Mr. Walker further clarified that the language specifies one position for every $30,000: for example, receipt of a $100,000 grant would create three jobs for the business. He confirmed that language will be added specifying that best efforts would be made to prioritize Opa-locka residents for this position.

In a roll call vote, the **motion** passed unanimously (6-0).

6. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE CRA MANAGER TO ENTER INTO AN AGREEEMENT WITH CHERRY BEKAERT ADVISORS, LLC FOR BOOKKEEPING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Motion made by Board Member Kelley, seconded by Board Member Ervin, to approve.

Mr. Walker advised that this Item predated his tenure with the CRA. A request for proposal (RFP) was submitted earlier in the year and a number of firms responded. The City's selection committee interviewed and ranked the respondents. Their recommendation was for Cherry Bekaert Advisors, LLC, as noted at the Board's September meeting.

Mr. Walker added that the Board is not required to accept the selection committee's recommendation.

Board Member Ervin asked if the Executive Director reviewed information regarding the respondents to the RFP. Mr. Walker confirmed this, stating that the selected respondent significantly outscored most of the other firms. He was comfortable with either the first- or second-place firms.

Vice Chair N. Williams commented that Cherry Bekaert Advisors, LLC is a very large firm, which could affect the attention paid to the Opa-locka CRA's needs. She also requested clarification of the firm's closest office. Mr. Walker replied that there is an office in Coral Gables.

Vice Chair N. Williams continued that she would like to support a Miami-Dade-based company if possible, and noted that the second-highest-scoring firm is based in Miami-Dade County and may also be a Black-owned firm. She expressed concern with the scoring rubric used to evaluate the respondent firms.

Board Member V. Williams stated that she did not know whether or not this Item was time-sensitive, but did not want to make a decision based on a scoring rubric with which she was not familiar.

Board Member Kelley advised that his only concern with the highest-scoring firm was its lack of CRA experience; the second-highest-scoring firm has worked with several CRAs, which was his preference.

Board Member Taylor also expressed concern with bringing on a large firm for bookkeeping services, and asked if a decision on the Item could be deferred. He concluded that he was not supportive of the recommended firm.

Mr. Walker stated that he is comfortable working with the City's Financial Department at present and did not see a reason to rush approval of this Item if that was not the Board's wish. He added that while the Financial Department had not been able to provide him with bank statements for the month, he will send these statements on to the Board members once he has received them.

Chair Russell requested clarification of when TIF dollars will be received by the CRA. Mr. Walker estimated that these typically arrive in December or January.

Attorney Jean-Baptiste asked if there are other firms the Board wishes to consider for provision of bookkeeping services. Mr. Walker stated that he would need to discuss this further with the Board Attorneys, as the City will need to determine if they will proceed with one of the respondents to the RFP or would prefer to issue a new RFP.

The Item was deferred by consensus until the next month.

8. FINANCIAL REPORT

1. Development Agreement with Walthour Enterprise, LLC

Mr. Walker recalled that this is one of the development agreements on which the CRA is working. Walthour Enterprise, LLC is building on two City-owned lots. The CRA is working on the same type of agreement that it has with Palmetto Homes, LLC.

Mr. Walker continued that a representative of Walthour Enterprises, LLC had informed the Board at a previous meeting that his intent was to have a family living on the duplex property by Thanksgiving 2023.

2. Development Agreement with Palmetto Homes, LLC

Mr. Walker recalled that this Item was discussed earlier in the meeting.

3. Rent Relief Update

Mr. Walker requested a motion from the Board to extend consultant Linda Taylor's contract by three weeks. He explained that during the period of time covered by Ms. Taylor's existing contract, she ceased work as well as invoicing of the CRA, as she was not being paid. When she submitted her final invoice, some of that time period was outside the time frame covered by her contract. This was because both Ms. Taylor and the CRA understood the contract to refer to a number of days rather than to a specific end date.

Mr. Walker further clarified that the amount listed on Ms. Taylor's final invoice would not change. The contract would only need to be extended by a small amount of time in order to pay her for her work.

Board Member Kelley asked if it would be easier for the Board to authorize the Executive Director to pay Ms. Taylor's final invoice instead of extending the contract. He pointed out that an extension of the contract would need to go before the City Commission for approval. Chair Russell explained that the State of Florida recognizes Ms. Taylor's contract as ending by a specific date and she could not be paid for time after this date without a contract extension. She also noted that Ms. Taylor had worked past her contract's end date in order to ensure she worked the full amount of time for which she had contracted.

Motion made by Board Member V. Williams, seconded by Board Member Taylor, to extend the contract for three weeks. In a roll call vote, the **motion** passed unanimously (6-0).

4. Water Treatment Site Clean-Up

Mr. Walker requested that this Item be deferred to a later date.

5. Update on Purchase of 14401 NW 27th Avenue

Mr. Walker reported that an extension was necessary on this Item, as the due diligence phase took longer than expected. The CRA expects to close within the extension date, which provides an additional 30 days.

The due diligence for this property includes surveys and environmental work, for which Weiss Serota Helfman Cole and Bierman is fronting funds to the CRA because the CRA does not have its own mechanism to pay for these items in a timely manner. The CRA will then reimburse the firm. $650,000 has been placed in escrow for the purchase of the property until closing.

The CRA has also made an offer of $640,000 on a second property in which it was interested. They have not yet received a response from the prospective seller.

6. FRA Conference

Mr. Walker noted that some members of the CRA will attend this upcoming conference.

9. BOARD COMMENTS

None.

10. ADJOURNMENT

The meeting was adjourned at 7:56 p.m.

ATTEST:

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Marlon A. Hill, Esq. Board Attorney

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Joanna Flores, Interim CRA Board Clerk

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Jannie Russell, CRA Board Chair

RESOLUTION NO. _23-________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH SANDY DORSAINVIL (“CONSULTANT”) TO PROVIDE SENIOR PROJECT MANAGENT SERVICES TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY’S ADMINISTRATIVE OFFICE AND PROJECT MANAGEMENT FUNCTIONS, IN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND DOLLARS ($42,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR 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 and Executive Director desires to enter into a consultant agreement setting forth terms and conditions of payment with Sandy Dorsainvil for professional services related to the operation of the OCRA’s Administrative Office for an amount not to exceed $42,000.00; and

WHEREAS, the OCRA and Sandy Dorsainvil desire to enter into a consultant agreement, in the form attached here to 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 consultant agreement with Sandy Dorsainvil setting forth the terms and conditions of payment for the provision of consultant services associated with the OCRA’s Administrative Office, as more specifically set forth in Exhibit ”A” for an amount not to exceed Forty Two Thousand ($42,000.00)

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:

____
Jason Walker
Director

____
Weiss Serota Helfman Cole & Bierman, P.L.

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) ____________

CONSULTANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Opa-locka Community Redevelopment Agency, hereinafter called "OCRA" and Sandy Dorsainvil, hereinafter called "Consultant". The OCRA and Consultant may be hereinafter referred to individually as "Party" or collectively as "the Parties". The Parties intend for this Agreement to govern their dealings and relationship and, hereby, assign an effective date of November __, 2023.

In consideration of the mutual covenants herein set forth, the OCRA hereby retains Consultant upon the following terms and conditions.

1. PROGRAM OVERVIEW

Job Description: Project Manager at Opa-locka CRA

Responsibilities:

1. Program Coordination:
- Collaborate with the City of Opa-locka and Opa-locka CRA to establish a comprehensive understanding of the redevelopment plan and its associated programs.
- Act as a liaison between different stakeholders, including community members, local government officials, contractors, and consultants.
- Develop and maintain a detailed project plan and timeline for each program, ensuring all tasks and milestones are clearly defined and monitored.

2. Budget Management:
- Assist in the development and management of budgets for various projects and programs.
- Monitor project expenses, review financial reports, and implement cost control measures to ensure adherence to approved budgets.
- Coordinate with the finance department to track expenditures and provide accurate and timely reports on project financials.

3. Project Implementation:
- Organize and oversee the execution of projects and programs in alignment with the Opa-locka Redevelopment Plan.
- Coordinate with city departments, contractors, and consultants to ensure proper resources are allocated to projects.
- Monitor project progress and address any issues or obstacles that may arise, including making necessary adjustments to meet goals and budget constraints.

4. Stakeholder Engagement:
- Foster positive relationships with community members, local businesses, and organizations to promote active involvement and support for redevelopment initiatives.
- Conduct regular stakeholder meetings, presentations, and workshops to gather feedback, address concerns, and provide updates on project status.
- Develop effective communication strategies that ensure all stakeholders are well-informed about project milestones, timelines, and outcomes.

2. RETENTION OF DELIVERABLES

Consultant possesses specialized knowledge and skills necessary to provide certain

Deliverables to the OCRA. Therefore, the OCRA desires to retain Consultant and Consultant agrees to provide services as outlined below.

- Maintain program management and service delivery
- Work with budget/finance administrator to track expenditures
- Submit bi-weekly program updates to Interim Director
- Work with OCRA staff to maintain program documents, including applications, program reports, spreadsheets and all other supportive material
- Work with Finance Director, or designee, to facilitate payment to vendor(s)

3. COMPENSATION

A. The OCRA will pay Consultant for the Deliverables according to the compensation schedule set forth in the terms.

B. All Deliverables provided by Consultant to the OCRA are expected to be completed by project delivery date to be coordinated between Consultant and the OCRA.

C. Consultant will be compensated $7,000 monthly, inclusive of all fees and hours. This contract is to be covered over a 30-day period. Effective Novmeber __, 2023. The OCRA holds the option to extend the length of the contract up to six (6) months for an additional $7,000 monthly, if deemed necessary and agreed to by both Parties.

D. All payments must be made to Sandy Dorsainvil via Automated Clearing House (ACH).

E. Consultant agrees to deliver an invoice for approval to the OCRA Interim Director for all Deliverables rendered. All such invoices shall state the Consultant's name or code, number of hours worked by day and shall describe the nature of work completed.

F. Consultant agrees to submit all such invoices within three (3) business days of the bi-weekly pay end date which ends on Saturday and begins on Sunday for work performed. Consultant further agrees that the OCRA will have no liability whatsoever as to any work not invoiced within thirty (30) days after the work was performed.

4. RELATIONSHIP OF THE PARTIES

The parties intend Consultant and the Consultant's employees to serve solely under this Agreement as an independent Consultant and not as an employee or agent of the OCRA. No other relationship is intended to be created between the parties. Consultant will have no power or authority to bind the OCRA or assume or create any obligation or responsibility on the OCRA's part or in the OCRA's name and will not represent to any third party that Consultant has such power or authority. Consultant maintains the right to accept or reject projects. Consultant's Deliverables will be performed with supervision from Interim Director and, while the desired results of Consultant's Deliverables will be mutually agreed upon, the OCRA will exercise no control or direction as to the means for accomplishing this result.

5. NO DEDUCTION OF TAXES / NO WITHHOLDING

The consultant is solely responsible for declaration of all amounts received from the OCRA to the Internal Revenue Service and any other applicable taxing authorities. Nothing in this Agreement shall be deemed to create or constitute the relation of employer and employee between the OCRA and Consultant (its employees or shareholders) for any purpose whatsoever, including, but not limited to the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding (federal, state and local) and all federal, state or local taxes or contributions.

6. USE OF OCRA PERSONNEL, FACILITIES AND EQUIPMENT/FIXED RENTAL

OCRA will supply personnel, workspace in Municipal Complex, facilities, all equipment, tools and supplies necessary to accomplish the Deliverables. Consultant shall determine time, place, method and means of performing the services. In the event Consultant uses the OCRA's information systems in performing the Deliverables, Consultant will comply with the OCRA's Information Security Standards for Independent Consultants attached hereto as Exhibit A as the same may be updated by the OCRA from time to time.

7. NO BENEFITS

Consultant (and its employees) shall receive no vacation, sick, holiday or paid time off pay from the OCRA. Consultant acknowledges and agrees that a material component of the terms of compensation agreed to by these parties is that Consultant is not eligible to participate in any benefit programs that the OCRA maintains for its employees.

8. NO GUARANTEE OF PERSONAL SERVICES

Consultant shall solely determine whether Consultant or Consultant's employees will perform the services for the OCRA under this Agreement.

9. TERM AND TERMINATION OF AGREEMENT

A. The term of this Agreement shall be as set forth below.

B. Consultant will provide services up to 24 hours per week. Work hours shall be flexible between in office or remote upon advising OCRA Interim Director.

C. The effective date of this Agreement is November ___, 2023, or upon signature. This Agreement shall continue 30 days from effective date. Agreement may be terminated earlier, or term may be extended, as provided in this Agreement.

D. Either the OCRA or Consultant may terminate this Agreement at any time and for any reason by providing written notice.

E. Either the OCRA or Consultant may terminate this Agreement if the other party breaches a warranty or material term of this Agreement or otherwise fails to comply with a material obligation under this Agreement and fails to correct the same within five (5) days after written notice from the non-breaching party.

F. Upon expiration or termination of this Agreement, Consultant shall return to the OCRA, within two (2) days after expiration or termination, all computer equipment and software (and all copies thereof) owned or licensed by the OCRA, office keys, security cards, all Client and OCRA files, both saved and backup files stored on external drives, all customer lists and documentation prepared and obtained in connection with Consultant's performance under this Agreement, and any other OCRA property held by Consultant or under Consultant's control. All Client and OCRA files must be deleted and removed from Consultant's equipment, if applicable.

G. Within thirty (30) days after expiration or termination of this Agreement, both parties agree to pay in full any amounts owed to each other up to and including the effective date of such expiration or termination.

10. CONFIDENTIAL INFORMATION

During and after Consultant's relationship with the OCRA, Consultant agrees to hold all Confidential Information (as hereinafter defined) in strict confidence and not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Consultant's duties under this Agreement.

Consultant shall take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Consultant agrees to notify the OCRA promptly and in writing of any circumstances of which Consultant has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

"Confidential Information" means: (a) any information not generally known or previously published by the OCRA, which concerns the OCRA business or proposed future business and which gives or is intended to give the OCRA an advantage over its competition who do not have such information; and (b) any information obtained from, or related to, clients (including prospective clients) of the OCRA not generally known or previously published by the client which concerns client business or proposed future business of the client and which gives or is intended to give the client an advantage over its competition who do not have such information. Confidential Information does not include (i) information after it has been made public by the OCRA, (ii) information that is made publicly available without breach of this Agreement or (iii) information that is lawfully disclosed by a third party not subject to or under a duty of confidentiality.

Confidential Information includes, without limitation, ideas, concepts, know-how, methods, techniques, structures, information and materials relating to engineering data, marketing plans, products, inventions, drawings, blueprints, formulas, design algorithms, processes, manufacturing techniques, customer and personnel information, financial data, product information, purchasing information, service and operational manuals and documentation therefore, intellectual property, internal business procedures and business plans.

11. NON-EXCLUSIVITY

The OCRA and Consultant acknowledge and agree that Consultant is in business for itself and shall be free to perform work for customers other than the OCRA during the term of this Agreement.

12. ASSIST IN DEFENSE OF CLAIMS

During and up to three (3) months after the term of this Agreement, Consultant agrees to assist OCRA in connection with the defense of any claim arising out of or in connection with Consultant's work for or on behalf of the OCRA and involving the OCRA clients and/or its officers, employees, or agents. Consultant will be reimbursed for expenses necessary to Consultant's assistance and cooperation in the defense of these claims.

13. REMEDIES FOR BREACH OF AGREEMENT

A. In the event Consultant violates the terms of any part of this Agreement, the OCRA shall have the right to apply to any court of competent jurisdiction for an injunction restraining Consultant from further violation.

14. INDEMNIFICATION

~~A. Consultant hereby agrees to indemnify, defend and hold harmless the OCRA, its affiliates and their respective officers, directors, employees and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by:~~

~~1. Any third party against any Indemnified Party for: (1) personal injury or property damage to the extent such Liabilities arise out of or result from the negligence or willful misconduct of Consultant in providing any Deliverables; or (2) the representations and warranties made by Consultant, or their breach;~~

~~2. The OCRA's client(s) against any Indemnified Party to the extent such Liabilities arise out of or result from the Deliverables; or~~

~~3. Any third party (including any employee or Consultant) against any Indemnified Party in connection with the calculation and payment by Consultant, on behalf of its employees or Consultants, of any wages, salaries, compensation, taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance, The Federal Insurance Contribution Act, The Social Security Act, The Federal Unemployment Tax Act, income tax withholding (federal, state and local) and any and all federal, state or local taxes or contributions.~~

A. The OCRA hereby agrees to indemnify, defend, and hold harmless Consultant, its affiliates and their respective officers, directors, employees and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by:

- Any third party against any Indemnified Party for: (1) personal injury or property damage to the extent such Liabilities arise out of or result from the negligence or willful misconduct of the OCRA; or (2) the representations and warranties made by the OCRA, or their breach; or

- The OCRA's client(s) against any Indemnified Party to the extent such

Liabilities arise out of or result from Deliverables rendered by the OCRA.

Consultant shall promptly notify the OCRA of any third-party claim subject to indemnification hereunder and the OCRA shall, at Consultant's option, conduct the defense or settlement of any such third-party claim at the OCRA's sole expense and Consultant shall reasonably cooperate with the OCRA in connection therewith.

15. COMPLETE AGREEMENT

This Agreement is the parties' entire understanding on its subject matter and supersedes all prior inconsistent understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the OCRA, its successors, or assigns. Consultant may assign or transfer its rights or duties under this Agreement with the OCRA 's prior written consent.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, excluding its conflict of law rules. All actions in any way arising out of or related to this Agreement shall be litigated in courts within such state, and the parties hereby consent and submit to the venue and jurisdiction of the local, state or federal court located in Miami-Dade County.

17. SEVERABILILITY

If any provision of this Agreement is held overbroad, invalid or otherwise unenforceable under the applicable law and circumstances by a court of competent jurisdiction, the parties agree to a reduction of the scope (including time and geographic area) and the remainder shall remain in full force and effect. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any portion is held invalid or unenforceable with respect to circumstances, it nevertheless shall remain in full force and effect in all other circumstances.

18. WAIVER OF BREACH

No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and be deemed given: (a) if by hand delivery, upon receipt thereof; or (b) if mailed, three (3) days after deposit in the U.S. mail, sent by registered or certified mail, return receipt requested, postage prepaid, delivered or addressed at the addresses set forth below, or at such other address provided by advance written notice to the other party; or (c) if by facsimile or electronic mail (e-mail), the date of delivery of said facsimile or e-mail.

20.SURVIVAL AFTER TERMINATION

The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.

21.COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement. An executed copy of this Agreement shall be effective whether delivered as an original, by pdf format, or by facsimile transmission of an executed signature page.

INTENDING TO BE LEGALLY BOUND as of the Effective Date, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

CONSULTANT:

By:____________________

Sandy Dorsainvil
The Individual

Address: 1250 NW 88th Street – Miami, Florida

33147

OCRA:

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY.

By: __________________________________
Jason Walker, Opa-
locka CRA Interim
Director

Address: 780 Fisherman Street Fourth Floor Opa-locka, FL 33054

1. Other Provisions Mutually Agreed to by the Parties

The terms of this agreement are agreed to by:

Sandy Dorsainvil **Opa-locka Community Redevelopment Agency.**
By:____________________ By:________________________

Title:__________________	Title: Interim Director ___
Date:__________________	Date: November , 2023

EXHIBIT A
CITY OF OPA-LOCKA/OCRA INFORMATION SECURITY STANDARDS FOR INDEPENDENT CONSULTANTS

OWNERSHIP AND EXPECTATION OF PRIVACY

All City-issued computer equipment belongs to the City and must be returned to the City upon expiration or sooner termination of Consultant's engagement with City.

All information created, sent or received via the City's information resources, including but not limited to computer hardware, software, electronic messaging systems, network, web sites and Intranet, is the property of the City. Consultant should have no expectation of privacy regarding such information. This includes, but is not limited to, all e-mail messages, instant messaging, and all electronic files.

To ensure compliance with the City policies, applicable laws and regulations, Consultant and employee safety, the City reserves the right to monitor, inspect and/or search the City's information systems, including e-mails, at any time. This examination does not require the consent, presence, or knowledge of Consultant. The City retains the right to remove from its information systems any material it deems in its sole discretion as offensive, against these standards or potentially illegal.

ACCEPTABLE USAGE

The City may revoke Consultant's access to the City's systems if the City believes, in its sole discretion, that Consultant's conduct interferes with the normal and proper operation of the City's information systems, adversely affects the ability of others to use the City's information systems, puts confidential information in harm's way or may be considered harmful, illegal, or offensive to others.

Consultant must not attempt to gain access to applications, another person's files or mailbox or protected papers without prior written authorization from the City Manager who engaged Consultant.

Consultant may not use the City's information systems to perform work for Consultant's other clients or customers.

THEFT OR LOSS OF DATA OR EQUIPMENT

Consultant must promptly report the theft, loss or wrongful or erroneous disclosure of any item containing confidential information to the City Manager who engaged Consultant.
Consultant is expected to cooperate promptly and fully with any investigation into such theft, loss or wrongful or erroneous disclosure.

PRIVACY OF CLIENT & EMPLOYEE INFORMATION

Consultant must collect, handle, maintain and destroy any personal information obtained from or on behalf of the City or its clients in accordance with all applicable laws and regulations (including but not limited to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102) and associated regulations, and any other federal, state, provincial, local or other laws or regulations) pertaining to the handling of personal information.

INFORMATION HANDLING GUIDELINES

Information protection and handling must be consistent, regardless of the medium in which the information is stored.

Data Collection

- Collect only information required to perform a particular engagement
- Upon receipt of information, confirm that it is the information requested. Destroy or send back unneeded confidential information
- Copy confidential information to agreed file folder and delete all copies from e-mail, external storage or other areas

Storage

- Limit access to confidential information to those with a "need to know"
- Secure file folders
- Laptops and external storage must be encrypted
- E-mails containing City information may not be stored in the Outlook archive
- At a minimum, sensitive papers should be covered or otherwise not open to the casual observer when the Consultant is away from Consultant's workspace
- Paper reports containing sensitive information such as salary, Social Security Numbers (SSN), account numbers and corporate information should be stored in a locked cabinet when not in use

Transmission

Transmission of an SSN or other sensitive information over the Internet must be secured.

- Confidential information sent via e-mail must be enclosed in a password protected or encrypted attachment. The password must be sent in a separate e-mail or given over the phone
- Other permissible forms of file transfer include
    - City FTP Site
    - Encrypted jump drive
    - Password-protected or encrypted files on a CD/DVD

Sending Letters

Any unnecessary or inappropriate information must be removed before mailing. Confirmation letters and other types of mailings containing sensitive information should be reviewed by a second employee of Consultant (or the City in the event no second employee of Consultant is available) before mailing. SSNs may not be sent in a letter or document unless required by law.

Destruction

Dispose of confidential information so that it is unreadable and unusable. Note that no records may be destroyed if a preservation notice has been issued on those records by the City or if there is an indication of litigation. Also note that regulatory requirements or the City record retention policies may apply to files in certain situations.

Paper
Papers containing sensitive information should be mechanically shredded or placed in a shredding bin. Such papers should not be placed in regular trash receptacles.

Electronic Disposal
Drag all files to the PGP shredder icon on the desktop or delete permanently
- Delete unneeded files from the file server
- Remove duplicate files, documents and databases from the PC
- Remove duplicate files from Outlook
- Destroy or electronically wipe external storage devices
- Remove duplicate back up files

SYSTEM ACCESS CONTROL
Consultant will be assigned a unique network user ID and password. Consultant will be personally responsible for the use of Consultant's ID and password. Passwords may not be shared with others and should never be posted or placed where others may see them.

Consultant may not attempt to gain unauthorized access to the City's computing resources or information assets, including IDs and/or passwords.

PHYSICAL SECURITY FOR EQUIPMENT AND INFORMATION
Consultant must take prudent steps to protect the City equipment (such as laptops, PDAs and servers) and information (whether in electronic or paper form) from the risk of theft, unauthorized destruction and other mishaps.

The following are best practices that Consultant should use as feasible:

In the City's or Consultant's Offices
When away overnight or for a number of days:
- Cable lock laptops, put in desk/cabinet or take home
- Remove or cover confidential information from desks, walls and public areas
- Lock the computer screen
- Remove CDs, flash drives and other external media that contain confidential information

The entrance to the office should be manned at all times or locked during the workday and after hours.

At the City Site
When away during the day:
- If the work room doors have locks, then lock doors
- Cable lock each machine or lock machines together (thus making theft more difficult and obvious)
- Lock computer screen

- Cover up sensitive documents or otherwise ensure they are not in plain sight
- Remove CDs, flash drives and other external media that contain confidential information

In the Car

- Store laptop, briefcase and other work items in the car's trunk
- If there is no trunk, put equipment and papers in the back of the car and cover up
- Store external media, such as CDs and flash drives, separately from the computer
- Stow the laptop before arriving at the parking spot
- Avoid leaving laptop in extreme heat or cold. If this cannot be avoided, wait until the machine is near room temperature before turning it on

Airline Storage

- Do not check laptops in your luggage
- Prior to flying, listen to the news or ask hotel staff for changes in airport security rules
- Travelers should monitor the passage of their equipment through airport security checkpoints
- If you cannot carry on the laptop then send the laptop by established carrier (e.g., FedEx, UPS, etc.)
- When there are no other options, then consider the following steps:
  - Copy data files to the network or external media. Protect the files on the media and carry on
  - Carefully wrap the laptop in bubble wrap or layers of clothes or other cushioning

PORTABLE SYSTEMS SECURITY

Consultant must remove confidential information from its computers and PDAs as soon as it is not needed and in accordance with any applicable record retention policies or requirements. This includes files in databases, C-drives and e-mail, as well as external storage such as CDs.

All laptops are encrypted using the City's encryption software. Thumb drives must also be encrypted. Confidential information may not be stored on unencrypted CDs, IPODs or similar devices.

TAKING WORK HOME

If Consultant has been issued a laptop, Consultant may not perform work for the City or the City's clients on any other laptop.

Consultant must not allow anyone else to use the City's laptop, peripherals or to view the City's electronic or paper documents.

ELECTRONIC MESSAGING

Sending Sensitive Information

Electronic messaging sent over the Internet is not a secure method of electronically transmitting information. Therefore, e-mail transmission of non-public personal information outside the City must be secured using either encryption software approved by the City's Corporate IT Department, the City's secure FTP server or by password protecting the file (e.g., attachment of a zipped and password protected file). If a password-protected file is sent, the password must be delivered separately from the protected document.

Forwarding E-mails
City e-mails containing City information are not to be forwarded to Consultant's personal e-mail account or other non-City e-mail systems. Similar e-mails may not be forwarded to third parties who are not engaged in City business.

Approved E-mail & Instant Messaging systems
Only the City's approved e-mail system may be used to conduct City business. Use of non-City Messaging systems (e.g., Gmail) to conduct City business is unacceptable practice. However, in circumstances when the City's e-mail system is not available, other e-mail system is appropriate.

Text Messaging
Text messages containing confidential information are prohibited.

Solicitation and Promotion
Consultant may not use the City's electronic messaging systems to solicit for commercial ventures, religious or political causes, other organizations, or other non-work-related solicitations, including the sending of SPAM and chain letters.

Harassment
Consultant may not use City's systems to display or transmit sexually explicit images, messages, or cartoons, or any materials that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, color, religion, sex, age, national origin, disability, pregnancy, citizenship status, veteran status, sexual orientation or any other characteristic protected by federal, state or local law.

Computer Malware Protection
If Consultant believes that Consultant's City-issued computer has become infected by a computer virus, Consultant should contact the City's Service Desk immediately for assistance and not take any action unless directed to do so by the Service Desk.

Retention of E-mail
Consultant must retain e-mails in conformity with the City's record retention policies in effect for Consultant's particular engagement as the same are communicated to Consultant.

<u>INTERNET AND INTRANET</u>
Media Streaming
Audio and video media streaming is prohibited unless required to conduct Consultant's business for the City.

Downloading from the Internet
Consultant may not download non-City software or files from the Internet without City's prior approval. Personal files, such as music, games or movies, may not be downloaded.

Posting Confidential Information
No confidential information may be posted on Internet websites or on the Intranet or Extranet sites.

VOICE COMMUNICATIONS

VOIP Voice Mail Messages
Voice over Internet Protocol (VOIP) voice messages that are received as e-mails must be managed and controlled similar to Outlook e-mail messages. Consultant must adhere to the Electronic Messaging standards set forth above when dealing with VOIP messages.

Personal Phone Calls
Consultant should conduct personal long-distance phone calls using Consultant's personal calling card or cell phone.

The City's toll-free phone numbers are not for personal or non-City use.

SOFTWARE

Consultant may not install any software on City's computers, install City's software on any non-City computers, or copy City's software without City's prior approval.

INTELLECTUAL PROPERTY

All information or products acquired, developed or used for City purposes belong to the City. For electronic information or products, this includes, but is not limited to, client information, software and tools (such as on-line tools and supporting materials such as manuals).

SECURITY TOOLS AND TESTING

Consultant may not acquire or use tools (such as port scanners, password crackers, etc.) that could be employed to evaluate, test or compromise systems security.

Consultant will not exploit any security weaknesses and will report any such weaknesses to the City promptly upon becoming aware of such weaknesses.

THIRD PARTY ACCESS TO THE COMPANY NETWORK

In strictly controlled situations, the City does allow third parties to access City internal networks and connected computer systems. Consultant will not grant any third parties' access to City internal networks or connected computer systems without first obtaining City's written approval.

HARDWARE CONFIGURATION

Servers and PCs will be configured so that any unnecessary code shall be removed or disabled by the appropriate City IT staff, at the direction of City's Corporate IT Department.

Consultant may not attempt to change the configuration of City's equipment or hardware without authorization from City's IT Department.

REMOTE ACCESS

Consultant must not establish connections with any third party, external network, Internet Service Provider (ISP) or other external networks without prior approval of City's IT Department.

REMOTE CONTROL

Use of remote control (e.g., LogMeIn, PC Anywhere, Go to My PC, etc.) access to computers or servers must be approved in advance by City's IT Department.

DISPOSAL OF MEDIA

All media must be properly disposed of after erasure in accordance with applicable laws, regulations, industry standards and manufacturer's recommendations, based on media type and condition.

RESOLUTION NO. _23-________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO CONSULT WITH THE CITY OF OPA LOCKA REGARDING THE FEASIBLITY OF HIRING A CODE ENFORECEMENT OFFICER TO BE EXCLUSIVELY ASSIGNED TO THE OCRA BOUNDARIES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Community Redevelopment Agency (OCRA) is committed to improving the overall condition and beautification efforts within its boundaries; and

WHEREAS, the issue of illegal dumping within OCRA boundaries has a detrimental effect on the aesthetics and cleanliness of the area; and

WHEREAS, addressing illegal dumping and improving the beautification efforts require dedicated code enforcement measures; and

WHEREAS, the OCRA believes that the firing of a Code Enforcement Officer specifically focused on OCRA boundaries will effectively address these concerns and contribute to the revitalization of the community**;**

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

1. The Interim Executive Director is directed to inquire with the City regarding the possibility of the OCRA hiring a Code Enforcement Officer.

2. The Code Enforcement Officer shall be responsible for patrolling, monitoring, and enforcing code compliance within OCRA boundaries to address illegal dumping and improve beautification efforts.

3. The Code Enforcement Officer's duties shall include but not be limited to:

   a. Conducting regular inspections and investigations to identify instances of illegal dumping within OCRA boundaries.

   b. Implementing appropriate enforcement actions, including issuing citations and fines to violators in accordance with applicable laws and regulations.

c. Collaborating with other relevant city departments, such as Public Works and Environmental Services, to ensure efficient resolution of code violations.

d. Developing educational programs and outreach initiatives to raise awareness about the negative impacts of illegal dumping and the importance of maintaining a clean and beautiful environment.

4. Funding for the hiring of the Code Enforcement Officer shall be explored through various sources, including budget reallocations, grants, or other available funding opportunities.

5. The Interim Executive Director is directed to report back to the OCRA Board of Directors within 45 days with findings and recommendations regarding the feasibility and financial considerations associated with the hiring of a Code Enforcement Officer.

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:

____
Jason Walker
Director

Approved as to form and legal sufficiency:

____
Weiss Serota Helfman Cole & Bierman, P.L.

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) ____________

RESOLUTION NO. _23-________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH ECOSTRATA SERVICES ("CONSULTANT") TO PROVIDE SERVICES IN WRITING GRANT APPLICATION TO THE FLORIDA URBAN & COMMUNITY FORESTRY GRANT, IN AMOUNT NOT TO EXCEED FOUR THOUSAND DOLLARS ($4,000); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Community Redevelopment Agency (OCRA) recognizes the importance of enhancing the environmental sustainability and overall aesthetic appeal of the community; and

WHEREAS, the OCRA aims to increase the tree canopy coverage within its boundaries to promote clean air, provide shade, reduce the urban heal island effect, and enhance the quality of life for residents; and

WHEREAS, the tree planting grant will provide financial resources to support the acquisition and planting of trees, as well as necessary maintenance and care; and

WHEREAS, the OCRA acknowledges that securing this grant will greatly contribute to the successful implementation of the Opa Locka Redevelopment Plan and its commitment to sustainability**;**

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

1. The Opa-Locka CRA hereby authorizes and approves the submission of an application for the tree planting grant to the appropriate funding agency or organization.

2. The Executive Director of the Opa-Locka CRA, or their designee, is authorized and empowered to take all actions necessary to prepare and submit the application, including gathering the required documentation, completing the application form, and addressing any additional requirements or requests for information.

3. The Executive Director, or their designee, is authorized to accept and administer the grant in the event it is awarded, including compliance with all grant terms, reporting requirements, and regulations.

4. The Opa-Locka CRA acknowledges that the successful acquisition of the tree planting grant will require cooperation with relevant city departments and stake. The Opa-Locka CRA hereby authorizes and approves the submission of an application for the tree planting grant to the appropriate funding agency or organization.

5. The Executive Director of the Opa-Locka CRA, or their designee, is authorized and empowered to take all actions necessary to prepare and submit the application, including gathering the required documentation, completing the application form, and addressing any additional requirements or requests for information.

6. The Executive Director, or their designee, is authorized to accept and administer the grant in the event it is awarded, including compliance with all grant terms, reporting requirements, and regulations.

7. The Opa-Locka CRA acknowledges that the successful acquisition of the tree planting grant will require cooperation with relevant city departments and stakeholders, and commits to collaborating effectively to ensure the successful implementation and maintenance of the tree planting project.

8. The Opa-Locka CRA will allocate necessary resources, including staff and budget, to support the tree planting project and ensure its timely and efficient implementation.

9. The Opa-Locka CRA will regularly assess and report on the progress and impact of the tree planting project to the Board and other stakeholders, demonstrating transparency and accountability in utilizing the grant funds.

10. The Opa-Locka CRA will allocate necessary resources, including staff and budget, to support the tree planting project and ensure its timely and efficient implementation.

11. The Opa-Locka CRA will regularly assess and report on the progress and impact of the tree planting project to the Board and other stakeholders, demonstrating transparency and accountability in utilizing the grant funds.

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:

____
Jason Walker
Director

Approved as to form and legal sufficiency:

____
Weiss Serota Helfman Cole & Bierman, P.L.

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 AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is entered into as of November ____, 2023 (the “Effective Date”) by and between **ECOSTRATA SERVICES, INC.**, a Florida corporation (the “Consultant”), and the **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency (the “Company,” and together with the Consultant, the “Parties”).

RECITALS

WHEREAS, the Consultant provides consulting services in the field of formulating workable programs for the rehabilitation, conservation or redevelopment, or combination thereof, of areas that are similarly situated as blighted areas in the boundaries of the Opa-locka Community Redevelopment Area; and

WHEREAS, the Agency wishes to engage the Consultant as an independent contractor for the Agency for the purpose of the preparation and submission of that certain grant application to the Florida Department of Agriculture and Consumer Services, for the Urban and Community Forestry (UCF-PPIC) grant program (the “Grant Proposal”) and any related services of such Grant Proposal and made a part hereof (the “Scope of Work”) on the terms and conditions set forth below; and

WHEREAS, the Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Appointment of Consultant.

1.1 The Board agrees to appoint the Consultant to provide the Services to the Agency, effective November ____, 2023 (the “Appointment Date”).

1.2 The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the OCRA of the Scope of Work for purposes of this Agreement.

2. Services and Responsibilities

1.1 The Consultant shall perform the functions and duties as set forth in Exhibit “A” (the “Scope of Work”). The Consultant agrees to perform the Scope of Work faithfully, competently, professionally and promptly to the best of its ability. The Consultant shall ensure that one of its members is resident in the OCRA office on a full time basis.

1.2 Consultant hereby agrees to perform the Scope of Work for the compensation set forth in Section 4 below. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work.

1.3 Consultant hereby represents and warrants to the OCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement (b) knowledge and understanding of the OCRA and (c) all necessary licenses required by the State of Florida, Miami-Dade County and the City of Opa-Locka to perform the Scope of Work.

1.4 Consultant shall report to the Board. During the conduct of the performance of its services, Consultant shall schedule regular meetings with the individual Commissioners or his/her designee to discuss the progress of the Consultant's work.

1.5 Consultant covenants with the OCRA to exercise the Consultant's skill and judgment in furthering the interests of the OCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the OCRA's interests. The OCRA agrees to furnish or approve, in a timely manner, information required by the Consultant and to make payments to the Consultant in accordance with the requirements of this Agreement.

1.6 Consultant hereby represents to the OCRA, with full knowledge that OCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the services to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the Term of this Agreement all necessary licenses and qualifications required by applicable law.

3. Term. The initial term of this Agreement shall be for the date of appointment and expiring on the date of receipt on the result of the submission of the Grant Proposal (the "Term").

4. Compensation and Method of Payment

4.1 Compensation for the services provided by Consultant to the OCRA for the Term shall be as follows:

4.1.1 Basic Services. For the Scope of Work, the OCRA shall pay the Consultant a flat fee in the total amount of $4,000.00 within thirty (30)d days of submission of the Grant Proposal (the "Fee"). Except as set forth below, the Fee represents and contains all amounts due and payable for the services provided by Consultant in the Scope of Work including any out of pocket and third-party costs which may be incurred and/or paid by Consultant.

4.2 Reimbursements. The OCRA also agrees to pay to the Consultant on a reimbursement basis: Consultant shall submit to the OCRA a written invoice for the Fee, compensation for any additional services and other reimbursables prior to the end of each calendar month during the Term. Each invoice shall include a detailed billing statement for services rendered and reimbursements sought, as well as any other supporting documentation as reasonably requested by the OCRA. The Consultant shall also comply with the City of Opa-Locka vendor registration requirements. With respect to the procedures for payment, the OCRA and Consultant agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

4.3 OCRA Employees and Consultants. Notwithstanding anything herein to the contrary, the Fee and any other amounts payable to the Consultant pursuant to this Agreement expressly excludes any amounts payable to persons employed directly by the OCRA as well as any other consultants and attorneys engaged by the OCRA, all of whom shall be compensated as set forth in their applicable agreements and in the approved annual OCRA budget.

5. Changes in Scope of Work. OCRA may request changes that would increase, decrease or otherwise modify the Scope of Work and Fee to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the OCRA Board, if applicable.

6. Termination.

6.1 Termination by the Consultant for Cause. The Consultant may terminate the Agreement if the OCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to OCRA and OCRA's continued failure to make such payment for thirty (30) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the OCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages.

6.2 Termination by the OCRA for Cause. The OCRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow the Board's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of this Agreement.

When any of the above reasons exist, following a duly noticed public meeting of the OCRA, the Board, by a majority vote of its Board may, without prejudice to any other rights or remedies, terminate this Agreement and the employment of the Consultant. The Consultant shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the OCRA at law or in equity, the Consultant shall be liable to OCRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the OCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, following a duly noticed public meeting of the OCRA, the Board, by a majority vote of its Board may, for whatever reason and in its sole discretion, terminate the Agreement without penalty or liability by providing the Consultant with thirty (30) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for, any damages in the event that the OCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

6.4 Termination by the Consultant for Convenience. Notwithstanding anything in the Agreement to the contrary, the Consultant may, for whatever reason and in its sole discretion, terminate the Agreement without penalty or liability by providing the Board with no less than thirty (30) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for, any damages in the event that the OCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

7. Insurance. The Consultant shall purchase and maintain insurance as follows.

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

7.3 Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Scope of Work, in an amount not less than $1,000,000 per person and $2,000,000 in the aggregate.

Certificates of insurance from insurers acceptable to the OCRA shall be delivered to the OCRA upon execution of this Agreement. Only with respect to commercial general liability and automobile liability insurance, the certificates shall (a) name the OCRA as an additional insured and loss payee and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the OCRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the OCRA.

8. Indemnification. For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Consultant agrees to indemnify, defend and hold harmless, the OCRA, its Commissioners, employees, consultants, attorneys and agents from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the acts, errors, omissions or other wrongful conduct of Consultant, agents or other personnel entity acting under Consultant's control in connection with Consultant's performance of services under this Agreement and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the OCRA in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Anti-Discrimination. Consultant certifies that it does not discriminate in its policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

10. Scrutinized Companies. The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the OCRA may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the Term of the Agreement.

11. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, the Consultant must:

11.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

11.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes

11.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the OCRA upon request;

11.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

11.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

11.6 Be aware that if the OCRA terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the OCRA as a result of the termination of the Agreement.

12. Miscellaneous

12.1 Ownership of Documents. All documents, media and work product of any kind whatsoever prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the OCRA. Upon request of the OCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the OCRA all or any portion of the above referenced documents, media and work product including the tapes or discs relating thereto. Consultant further acknowledges that OCRA may post any of such documents, media and work product on the OCRA's website. Such documents may be posted by OCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by OCRA for such posting.

12.2 Records. Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by OCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by OCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by OCRA of any fees or expenses based upon such entries.

12.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the OCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the OCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a professional level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the OCRA and the OCRA will not be liable for any obligation incurred by Consultant, including by not limited to unpaid minimum wages and/or overtime premiums.

12.4 Assignments; Amendments.

12.4.1 This Agreement, or any interest herein, shall not be assigned, delegated, subcontracted, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of OCRA, which consent may be withheld by the OCRA in its sole and absolute discretion. Any assignment, delegation, subcontract, transfer or encumbrance without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the Board may immediately terminate the Agreement in accordance with the provisions of Section 6.2. The OCRA may assign its rights, together with its obligations hereunder. This Agreement shall run to the OCRA and its successors and assigns.

12.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the Board with respect to the OCRA.

12.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the OCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the OCRA designate the following as the respective places for giving such notice:

OCRA: Chair
Opa-Locka Community Redevelopment Agency
780 Fisherman Street
Opa-Locka, Florida 33054
Telephone No. (305) ____________
Facsimile No. (305) ____________

With a copy to:

Marlon Hill, General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134
Telephone No. (305) 854-0800
Facsimile No. (305) 854-2323

Consultant: ECOSTRATA SERVICES, INC.
1544 Murcia Ave
Coral Gables, FL 33134
Attn: Robert Ruano
Telephone No.: ______________

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

12.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

12.10 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

12.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the OCRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

12.12 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the OCRA or Consultant.

12.13 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

12.14 Standards and Proper Decorum. The OCRA promotes and expects a high standard of ethics and professional conduct in all OCRA employees. The Consultant shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the OCRA.

12.15 Sovereign Immunity. The OCRA is a self-insured entity subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the OCRA's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. Public Records. To the extent required by law, the Consultant shall comply with all public records requests, whether made to the OCRA or to the Consultant, for the Consultant's books and records which relate to this Agreement and which books and records are not exempted under Chapter 119, Florida Statutes. In the event the Consultant is required by law to comply with a public records request and fails to do so, the Consultant shall indemnify the OCRA in accordance with Section 8 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OCRA SECRETARY AT (305)

____________, BY EMAIL AT ________________, OR AT OPA-LOCKA CITY HALL, 780 FISHERMAN STREET, OPA-LOCKA, FLORIDA 33054.

14. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By:____________________________
Jeannie Russell
Chair

Attest:

By:____________________________
____
OCRA Secretary

Approved as to form and legal sufficiency:

By:____________________________
OCRA General Counsel

ECOSTRATA SERVICES, INC.
a Florida corporation

By:____________________________
Name:__________________________
Title:___________________________

EXHIBIT "A"
SCOPE OF WORK/PROPOSAL

A. Perform the Services of preparing and submitting a 2023 grant application to the Florida Department of Agriculture and Consumer Services, for the Urban and Community Forestry (UCF-PPIC) grant program.

B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.

C. Perform the Services in a safe, good, and skillful manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.

D. Communicate with the Agency regarding the progress the Consultant has made in performing the Services**.**

1544 Murcia Ave.
Coral Gables, FL 33134
rjruano@ecostratas.com
305-962-6142 cell

October 24, 2023

Jason Walker
Opa-locka Community Redevelopment Agency
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Dear Mr. Walker,

Thank you for asking me to provide a proposal to prepare and submit a grant application for the Florida Urban & Community Forestry grant due on November 17th.

As you know, I started Ecostrata Services in 2010 in order to assist cities and nonprofits to access funds by way of grants or relationships with government and private entities. Building on my prior experience as Director of Grants Administration for the City of Miami and with the help of several highly qualified consultants, Ecostrata has assisted cities of all sizes in grants research and preparation. In a relatively short time, we have helped a variety of entities raise over $100 million in grants and contracts from a variety of sources: Federal, State, Foundation and Local funders. While we have successfully worked on a wide variety of grants, our specialty is on capital projects like road resurfacing, tree planting, transit projects, storm water funding, and parks improvements.

Our process involves working with your subject matter expert, gathering information, drafting narratives as necessary, and compiling and submitting the grant applications. We bill a flat-rate for our services – which helps cities know what to budget per project. The rate is based on the amount of time and work needed per a specific grant. For the Urban & Community Forestry grant in question, we would bill a flat rate of $4,000 for this work. If you are agreeable with these terms, please see attached agreement for your review and signature.

I hope we will have the opportunity to work with you on this application and hopefully on other applications in the future. Many municipal clients prefer hiring our firm for multiple grants throughout the year, which allows them to better plan for applications and allows us to learn as much as we can from the client – which in turn helps the quality of the grant application. If you are amenable, I can quote you on what that work would be.

Thank you again. It continues to be a pleasure working with you.

Sincerely,

Robert Ruano
President

RESOLUTION NO. _23-________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, ESTABLISHING AN INFILL HOUSING PROGRAM IN THE OCRA BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa Locka Community Redevelopment Agency (CRA) is committed to the revitalization and sustainable development of the Opa Locka area; and

WHEREAS, the CRA recognizes the need for the development of affordable housing options to promote community stability and growth**.**

WHEREAS, the Infill Housing Assistance Program has been established to provide financial assistance to developers for the construction of residential units on vacant lots within the CRA boundaries.

WHEREAS, the program aims to incentivize development that adheres to energy efficiency standards, thereby contributing to the environmental sustainability and long-term cost savings for residents**;** and

WHEREAS, the program includes a requirement for developers to provide a match of 25% of the total project costs, ensuring a shared investment in the community's development.

WHEREAS, the program is structured to align with the CRA's strategic priorities, including the improvement of the quality of housing and stimulation of economic growth within the designated areas.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Opa Locka CRA hereby approves the implementation of the Infill Housing Assistance Program as described**;**

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

Section 2. AUTHORIZATION

.

BE IT FURTHER RESOLVED that the CRA staff is directed to administer the program according to the guidelines established, with oversight and periodic updates to be provided to the Board.

BE IT FURTHER RESOLVED that all applications for the program shall be subject to a thorough review process, ensuring compliance with all program requirements and alignment with the CRA's strategic objectives;

BE IT FINALLY RESOLVED that this program is enacted with the intent to foster the growth and development of the Opa Locka community, providing opportunities for affordable housing and promoting the economic vitality of the region.

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:

____
Jason Walker
Director

____
Weiss Serota Helfman Cole & Bierman, P.L.

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) ____________

Opa Locka CRA Infill Housing Assistance Program

Program Description:
The Opa Locka CRA Infill Housing Assistance Program aims to support the construction of affordable housing on vacant lots within Opa Locka's CRA jurisdiction. This program underscores the development of single-family homes that provide sustainable living opportunities and contribute to neighborhood revitalization. With financial assistance, the program endorses projects that are energy-efficient and cost-effective, complementing the established community environment.

Program Areas and Priorities:
The program prioritizes projects that demonstrate a potential to enhance the residential appeal of Opa Locka. Focused on energy efficiency, the program aligns with initiatives that support long-term affordability and livability. Emphasis is placed on developments that can stimulate subsequent investment and neighborhood upliftment.

Eligibility:
Eligible participants include developers with vacant lot holdings in the specified CRA areas who propose residential projects aligning with the program's goals. Projects that promise to enhance energy efficiency and provide accessible housing solutions will be given priority consideration.

Completion:
The program stipulates a completion deadline for all housing projects, typically within a defined period from the initiation of the contract, with the possibility of extensions granted under special circumstances by the CRA.

Project Procedures:
The application process is thorough, evaluating the developer's plans and the potential impact of the proposed housing project. Approved applicants proceed through a contracting process that includes compliance with local regulations and competitive bidding for services. Upon project approval, oversight ensures that development adheres to the program's standards.

Eligible Uses:

Program funds may be used for a range of development costs, with a focus on aspects that contribute to energy efficiency. These can include construction, architectural design, and energy-saving appliances and materials, ensuring that the new homes are both affordable and environmentally responsible.

Contract Requirements:

All contractors must comply with local licensing, insurance, and building codes. They are obligated to fulfill the contract's requirements, focusing on quality, efficiency, and adherence to energy-efficient practices.

The Opa Locka CRA Infill Housing Assistance Program is dedicated to turning empty lots into habitable, energy-efficient homes that support the community's needs and contribute to the ongoing revitalization of Opa Locka.

RESOLUTION NO. _23-_________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO RESEARCH THE FEASIBLITY OF ESTABLISHING A BEATUFICATION INITIATIVE FOR PUBLIC RIGHT OF WAY IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-locka Community Redevelopment Agency (CRA) recognizes the importance of promoting a clean and attractive environment within the community; and

WHEREAS, the CRA aims to enhance the quality of life for residents and visitors by improving the appearance of public spaces, specifically the public right of way;

WHEREAS, the CRA aims to enhance the quality of life for residents and visitors by improving the appearance of public spaces, specifically the public right of way

WHEREAS, the need for improved cleanliness, removal of graffiti, and enhanced landscaping has been identified as priorities for the community; and

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

1. Local Vendor Preference: The Interim CRA Director shall explore the use of a local vendor preference policy, providing opportunities for local businesses to participate in and contribute to the beautification efforts.

2. Trash Removal: The Interim CRA Director shall coordinate with relevant stakeholders, including the City's Public Works Department, to implement a comprehensive plan for regular trash pickup, ensuring a clean and litter-free public right of way.

3. Graffiti Removal: The Interim CRA Director shall collaborate with local law enforcement agencies and community organizations to establish a graffiti removal program, aiming to eliminate graffiti vandalism promptly and effectively.

4. Landscaping Enhancement: The Interim CRA Director shall work alongside landscape architects and local gardening organizations to improve the aesthetics of the public right of way, including the installation and maintenance of landscaping elements such as trees, flowers, and green spaces.

5. Community Engagement: The Interim CRA Manager shall organize community outreach programs, partnering with local schools, civic organizations, and residents, to promote and facilitate community involvement in the Beautification Initiative.

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:

______________________________ ______________________________________

Jason Walker
Executive Director

Weiss Serota Helfman Cole & Bierman, P.L.

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) __________

RESOLUTION NO. _23-________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH BLUEPRINT CREATIVE AGENCY FOR A PERIOD OF SIX MONTHS, TO PROVIDE ECONOMIC DEVELOPMENT AND MARKETING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa Locka Community Redevelopment Agency (OCRA) recognizes the importance of economic development and marketing services in advancing its mission to revitalize and improve Opa Locka; and

WHEREAS, Blueprint Creative Agency has been providing exceptional professional services to OCRA under a previously executed agreement, contributing to the successful implementation of various redevelopment initiatives; and

WHEREAS, the current agreement between OCRA and Blueprint Creative Agency is set to expire on November 22, 2023, and it is prudent to extend the partnership to maintain continuity of the exceptional services provided by Blueprint Creative Agency

WHEREAS, both parties have expressed their mutual desire to continue working together in fostering economic development and marketing strategies that positively impact the Opa Locka community.

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

1. The Professional Services Agreement between OCRA and Blueprint Creative Agency, executed on May 22, 2023, shall be extended for a period of six months, with an effective start date of November 23, 2023 and an end date of June 1, 2024.

2. Pursuant to the extended agreement, Blueprint Creative Agency shall continue to provide economic development and marketing services to OCRA, as outlined in the original agreement, focusing on the revitalization and improvement of Opa Locka.

3. The Chief Executive Officer of OCRA is authorized and directed to take any necessary actions to formalize, execute, and administer all documents and agreements required to effectuate this extension of the Professional Services Agreement between OCRA and Blueprint Creative Agency.

4. The extension of the Professional Services Agreement shall be subject to the satisfactory performance and compliance by Blueprint Creative Agency with all terms, conditions, and provisions of the original agreement. In case of default or unsatisfactory performance, OCRA may terminate the agreement in accordance with its terms and conditions.

5. OCRA shall compensate Blueprint Creative Agency for its services as outlined in the extended Professional Services Agreement, subject to the agreed-upon terms and conditions and the availability of funding.

6. The extension of the Professional Services Agreement shall be reported to the OCRA Board and any other relevant stakeholders, providing updates on the progress and outcomes achieved through this continued collaboration.

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:

____

Jason Walker

Director

Approved as to form and legal sufficiency:

____

Weiss Serota Helfman Cole & Bierman, P.L.

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 AGREEMENT

BETWEEN

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

AND

BLUEPRINT CREATIVE AGENCY

THIS AGREEMENT (this "Agreement") is made effective as of the 22 day of May, 2023 (the "Effective Date"), by and between **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY** a Florida municipal corporation, (the "CRA") and **BLUEPRINT CREATIVE AGENCY, INC.,** a Florida corporation (hereinafter, the "Consultant").

WHEREAS, the CRA desires certain economic development marketing services; and

WHEREAS, the Consultant will perform services on behalf of the CRA, all as further set forth in the Proposal dated March 8, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the CRA and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the CRA desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the CRA and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the CRA.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through six (6) months thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, with CRA Board approval, the Executive Director may renew this Agreement for additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the CRA Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a monthly rate fee in the amount of $6,783.33 per month.

3.2. Consultant shall deliver an invoice to CRA no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The CRA shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the CRA Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the CRA Manager, which approval may be granted or withheld in the CRA Manager's sole and absolute discretion.

5. CRA's Responsibilities.

5.1. CRA shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the CRA, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, CRA shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to CRA requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for CRA as an independent contractor of the CRA. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the CRA.

8. Termination.

8.1. The CRA Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the CRA's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the CRA Manager.

8.3. In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to CRA, naming the CRA as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the CRA, its officials, employees, agents, and volunteers naming the CRA as additional insured. Any insurance maintained by the CRA shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance.

The insurance coverage shall include at a minimum the amounts set forth in this section and may be increased by the CRA as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the CRA shall select this box: □.

9.2. <u>Certificate of Insurance</u>. Certificates of Insurance shall be provided to the CRA, reflecting the CRA as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by CRA and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to CRA prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this

Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the CRA. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The CRA reserves the right to inspect and return a certified copy of such policies, upon written request by the CRA. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CRA.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the CRA is to be specifically included as an Additional Insured for the liability of the CRA resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the CRA as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the CRA shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the CRA. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY,

VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the CRA, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the CRA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the CRA nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The CRA is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. <u>Ownership and Access to Records and Audits</u>.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the CRA which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the CRA. Consultant shall promptly disclose such Work Product to the CRA and perform all actions reasonably requested by the CRA (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The CRA Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CRA.

16.3. Upon request from the CRA's custodian of public records, Consultant shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CRA.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the CRA Manager, at no cost to the CRA, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the CRA in a format that is compatible with the CRA's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CRA.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: TIFFANY DALLAS, MPA, OPA-LOCKA, FL 33141, 305-953-2868 EXT 1251, TDALLAS@OPALOCKAFL.GOV.**

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the CRA Manager. The CRA is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the CRA's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the CRA requires all contractors doing business with the CRA to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CRA will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

27. **Non-Exclusive Agreement.** The CRA reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) CRA funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the CRA secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the CRA Commission relative to the Services; and (iii) the CRA Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The CRA represents to Consultant that the CRA has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the CRA with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the CRA in writing with any additions and deletions of the individuals

authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the CRA with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the CRA Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the CRA shall select this box: □.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

OPA-LOCKA CRA

By: ______________________________
Corion Delaine
CRA Interim Executive Director

Attest:

By: _____________________________________
____________, CMC
CRA Clerk

Approved as to form and legal sufficiency:

By: _____________________________________
Weiss Serota Helfman Cole & Bierman, P.L.
CRA Attorney

Addresses for Notice:
Opa-Locka CRA
Attn: Corion Delaine, Interim Executive Director
780 Fisherman Street
Opa-Locka, FL 33054
305-953-2868 ext. 1250 (telephone)
cdelaine@opalockafl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Marlon A. Hill, Esq.
Opa-Locka CRA Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
mhill@wsh-law.com (email)

CONSULTANT

By: ______________________________

Name: Fabiola Fleuranvil
Title: President/CEO
Entity: Blueprint Creative Group

.

Addresses for Notice:
Blueprint Creative Group
Attn: Fabiola Fleuranvil
990 Biscayne Blvd Suite 503
Miami, Fl 33132
305-741-0378 (telephone)
fabiola@blueprintcreativegroup.com (email)

With a copy to:
____
____
____
____
__________________________(telephone)
__________________________(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CRA requires all contractors doing business with the CRA to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CRA will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

✓ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Lucy Prosper

Witness #1 Print Name: Lucy Prosper

Witness #2 Print Name: ________

Signed, sealed and delivered by:

____

Print Name: Fabiola Fleuranvil

Title: President & CEO

Entity Name: Blueprint Creative Group

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 22nd day of March, 2023, by Fabiola Fleuranvil (name of person) as President CEO (type of authority) for Blueprint Creative Group (name of party on behalf of whom instrument is executed).

LUCY PROSPER
Notary Public-State of Florida
Commission # GG 343078
My Commission Expires
August 04, 2023

Lucy Prosper

(Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or
X Produced identification (Type of Identification: Drivers License)
_____ Did take an oath; or
_____ Did not take an oath

My Company Account

My Company Profile

Company Information

Company Name

Blueprint Creative Group

Doing Business As (DBA) Name

Blueprint Creative Group

Company ID

1375493

Enrollment Date

Feb 04, 2019

Employer Identification Number (EIN)

204340022

Unique Entity Identifier (UEI)

DLWKJXG3TZ65

DUNS Number

828332135

Total Number of Employees

1 to 4

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

990 Biscayne Blvd Suite 503
Miami, FL 33132

Mailing Address

1545 NW 15th St Rd
Suite 203
Miami, FL 33125

Edit Company Addresses

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated March 8, 2023, attached hereto and incorporated herein by reference.

MAIN STREET
Opa-Locka

Organization: As Opa-locka Main Street District partners with the Opa-Locka Community Redevelopment Agency (CRA) to implement Main Street programming and gains experience in implementing the approach, it is imperative that the work of the Main Street program be clearly identified. A concise and straightforward brochure describing the work of Main Street Opa-locka and the Opa-Locka Community Redevelopment Agency in main street programming will increase awareness of the Main Street program. The brochure should explain the program's structure, identify what the program does in the areas of Design, Organization, Promotion, and Economic Vitality, describe the program's services, explain who benefits from Main Street, and include information about the organization's future projects. A straightforward brochure allows individuals to absorb the information at their own pace and offers credibility to the Main Street program. The brochure can also serve as a fundraising tool.
Organization. The board's leadership has strong ties to the community and other important city stakeholders within Opa-locka's governmental structure.

As the Main Street continues to recruit individuals to serve on its board and committees, it is crucial to strengthen these relationships. Important are ongoing efforts to create a governance structure and dedication to building Main Street. Remember to encourage board members to contribute personally to the board. You can request that board members pay a nominal monthly contribution ranging from $5 to $100 per month; these contributions demonstrate to prospective funders that the board is invested. As the Main Street considers prospective board and committee members, ensure that diverse perspectives and backgrounds are represented. This list is not exhaustive, but it may serve as a decent starting point:

- Attorney that can assist with lease reviews for business owners.
- Banks / Foundations
- Community Residents
- Government officials
- Local businesses
- Major corporations in the area of Property owners

Organization. The viability and evolution of a main street program are dependent on fundraising efforts, seek to develop a fundraising strategy to support district initiatives. As Opa- Locka CRA develops its plan, it is crucial to ensure that funding is diversified and sustainable. Consider the following strategies to increase funding:

- Add a donation link (such as PayPal) to the Main Street website.
- Collaborate with the municipality and county to obtain Community Development Block Grant funds.
    - Think about joining Friends of Historic Opa-Locka
    - Annual Donation Drive

Grants from national, regional, and local foundations and institutions interested in supporting place-based economic development initiatives (e.g., Amtrust, Citibank, Northern Trust, Regions Bank, Truist Bank, Wells Fargo Bank, etc.).

- **Organization**. To effectively communicate Opa-Locka's efforts to potential funders, volunteers, and supporting stakeholders, it is necessary to document and communicate the CRA's accomplishments. Develop an exhaustive work plan that details the purpose of each activity, its anticipated outcome, as well as who is responsible for completing the tasks, the timetable, budget, and the number of staff/volunteer hours required to complete the tasks. (The report appendix contains a sample work plan).
- **Organization/Economic Vitality**. Continue to expand Opa-Locka's public-private partnerships on large-scale development projects and/or corporations relocating into or near the district that will provide residents with adequate training and employment opportunities. Direct partnership with the City of Opa-Locka and Miami-Dade County can play a crucial role in bridging the gap between residents, developers, and local workforce agencies to devise an effective training strategy and eliminate employment barriers.

See program example(s) below:
City of Atlanta Western Future Fund (WFF), a partnership with the Arthur M Blank Foundation that sought to improve the health, education, and welfare of residents in the historic Westside of Atlanta during the construction of the new football and soccer stadium. The program provided job training for residents in construction, culinary arts, education, office operation and information technology while also attracting new investment jobs.
The City of St. Louis has developed the Economic Development Framework. The framework aims to connect people, neighborhoods, and jobs to provide opportunity for growth and investment on an equitable basis across the entire city, through seeking input from the public.

Economic Vitality. Main Street Opa-locka, The Opa-Locka Community Redevelopment Agency (CRA) should consider collaborating closely with the City of Opa-Locka, Miami-Dade County, banks, and foundations to create and administer incentive programs to increase local business and ownership. It is essential to collaborate with the community to design a program that meets their requirements, but there are a few options to consider for inspiration listed below.

-Rental Assistance Program.

This facilitates new entrepreneurs' access to commercial rental spaces. Included among the common elements are incentives for property owners to prioritize new and local commercial services over large, high-profit corporations like Walmart. Another would be providing information and access to training regarding the leasing of a physical location. In the event of a dispute between property owners and business owners, the finest programs also serve as mediators and renter advocates.

Local Sustainability Initiative. The local stewardship initiative is an incentive- and reward-based program designed to provide local owners of historic properties with incentives to be outstanding stewards of these properties. Incentives include discounted advertisements in media venues on Main Street, technical assistance for preservation efforts, assistance with grant writing, and stewardship training workshops. In addition, this initiative is incentive-based, so it should routinely recognize and disseminate information about exemplary community stewardship. A meeting or gala should be held each year to recognize projects of exceptional quality.

Incentives for Locally Owned and New Businesses. In addition to discounted advertisements in Main Street media outlets, this program establishes a website accessible from the Main Street website that accomplishes two objectives. First, it organizes all the information a person would need to establish a new business, including legal documentation and a portal (in conjunction with local government offices) for submitting all required documentation. This makes the process of launching a new locally owned business simpler and more accessible than visiting numerous government websites and offices. This page would also include a list of small business grants, locally owned business grants, minority-owned business grants, and woman-owned business grants for simple access and financial assistance. Lastly, Main Street may choose to offer grant writing assistance to these businesses if they are located on the Main Street

- Business Assistance Fund. Main Street should establish a business assistance fund to aid struggling businesses and finance the workforce development program. This program may be funded by an increase in the sales tax on Main Street, business membership fees, or other means.

- Vacant Property Program. The Main Street vacant property program, which could be constructed in collaboration with the municipal government, acquires vacant or blighted properties and resells them at a discount to local applicants. All applicants must be local, whether they are individuals, businesses, community organizations, or private or public development agencies. Applicants must provide a comprehensive plan for reuse that complies with the Main Street design and development guidelines and demonstrate the ability to implement this plan. Some properties may be acquired for use on Main Street without the intent to resell.

Economic Vitality. Affordable housing continues to be a national concern. Main Street may contemplate becoming a Community Housing Development Organization (CHDO) under the HUD HOME Investment Partnerships Program. These funds will assist in building its capacity as a non-profit developer. The CHDO can fund both soft and hard costs, including planning, architecture, and engineering, as well as land acquisition and building construction. However, organizations must construct boards that comply with CHDO requirements or establish a subsidiary that does so.

Organization / Economic Vitality. Work with Miami-Dade County and a county-based community justice legal counsel to develop a policy mandating Community Benefits Agreements (CBA) for all large-scale development initiatives in Opa-Locka. CBAs are a valuable instrument for local community groups and municipal leaders interested in ensuring that developers and contractors deliver the promised benefits and opportunities to Opa-Locka residents. CBA stipulations may include binding commitments for employing and training community residents, as well as commercial space and rent subsidies for aspiring and established entrepreneurs.

- Organize and develop the advocacy capacity of at least ten small business owners who are willing to advocate on their own behalf at city commission meetings. Businesses that advocate for themselves are more likely to receive coverage in print and social media, thereby generating more publicity for the cause of small businesses in Opa-Locka.

Program example (s):

- The City of Cleveland, Ohio has used Community Benefit Agreements since 2013. Their

CBAs set goals for hiring local and minority skilled workers for future construction projects throughout the region and support training programs that feed the pipeline to the industry's workforce. Contractors are encouraged to aim for a workforce comprised of 20 percent Cleveland residents.

- Economic Vitality. Develop with the City of Opa-Locka and/or Miami-Dade County entrepreneurship programs that facilitate access to conventional capital and business services. To address local disparities, the city can collaborate closely with the CRA by providing direct entrepreneurship assistance and outreach funding. In addition, the City could consider leveraging existing city funds to support a small business loan program that provides capital to small businesses at below-market rates.

Program example:

- The City of Rochester, New York targets early-stage entrepreneurs in low-income and underserved areas through a micro loan program, Kiva, and offers a revolving loan fund program targeting manufacturers seeking to hire local city workers.
- Main Street America Breaking Barriers to Business program. MSA partnership with Living Cities to eliminate systematic barriers between local government and business serving organizations or Main Streets to accelerate wealth creation among business owners of color in the Southeast region of the United States.

Economic Vitality.
The Main Street Opa-locka District is initiating "Bazaar on the BLVD," a pioneering endeavor in community wealth development – empowering residents to take ownership of their own community. This groundbreaking initiative is poised to serve as a pilot program for a sustainable, community-building effort aimed at ensuring long-term prosperity.

This could pave the way for the Opa-locka CRA to actively promote the adoption of policies within the City of Opa-Locka and Miami-Dade County that foster the expansion of worker cooperatives and other forms of employee-owned businesses. Such enterprises offer significant advantages to the city and its residents by facilitating asset acquisition through ownership, stimulating the emergence of new enterprises and employment opportunities, and incentivizing private companies to harmonize their hiring and wage practices with local regulatory standards.

Program example:

- The City of Boston launched an initiative in 2016 to support and grow worker.

cooperatives in the city by offering them onsite consulting and business-related workshops. The city also made loan applications more accessible to cooperatives, including loans through a fund designated for low-income and minority entrepreneurs.

- Promotion: Gain publicity about the progress being made toward the establishment of the Main Street Program through Florida Main Street and positive happenings in the district.
- Keep the media informed of activities and progress. Continue to provide media releases, interviews, and one-on-one contact to keep media representatives apprised of the development of the Main Street program

on a regular basis. It may be possible for connected stakeholders to write a regular blog post or column on the corridor's progression.

- Create a campaign featuring Opa-Locka celebrity personalities to promote the cultural significance of Opa-Locka. Work with existing small businesses to reach out to their celebrity and non-celebrity customers to discuss the significance of the business. This is also an effective method for determining the market trade area for Opa-Locka.

• **Design/Promotion.** The renowned aviator and engineer Glenn Curtiss designed the city of Opa- Locka. It was founded in 1926 as a type of fantasy community constructed in the Moorish Revival style. Even though there are still some notable Moorish structures in the community, many structures have been lost over time. The current community is extremely proud of its architectural heritage and desires that it be preserved. Although the city has undergone demographic and socioeconomic changes since its founding. This should not deter the community from realizing what is possible and developing an oral history campaign in which residents discuss what Moorish architecture in Opa-Locka means to them.

Project Example:
o Install plaques, historical markers, and other storytelling devices to share the history of the town and create a sense of place. Several communities are moving towards more technology integration in these devices, such as QR codes, digital-based tours, augmented reality, and virtual reality. Take into consideration how much technology the community can access as you develop the project. Consider the following questions:
Do most community members have smart phones that can access this information? Do residents' cell phone plans have limited or unlimited gigabyte access?
Is the area's reception strong enough to sustain it?

Create design guidelines and revise any previously established design guidelines through local ordinance. This guide must include descriptions of each style of architecture in the program area, but particularly the Moorish Revival style.

Moorish design is renowned for its ornate embellishments, particularly its colorful tilework, plasterwork, and intricate geometric and floral patterns. This can be expressed in Florida through stucco work and concrete screens. This design guideline should also include style-specific color palettes, as the bright Miami-style colors used on some modern structures do not blend well with a Moorish color palette. There are numerous methods to combine modern and traditional Moorish design elements. Key architectural characteristics of the Moorish Revival Style include:

- Stalactite Vault
- Horseshoe/Moorish/Keyhole Arches
- Voussoirs
- Domes
- Crenelated Arches
- Lancet Arches
- Ogee Arches
- Courtyards
- Decorative Tile Work
- Recessed Porches
- Onion Dome Or Minaret • Mosaic Tile Trim
- Geometric Pattern
- Design.

Consider employing tactical urbanism to enliven or draw attention to the oppressive practices employed by property owners to deface buildings to make them less appealing. Window decals, stickers, flags, banners, and colorful paint on the sidewalk are low-cost methods that the Opa-Locka CRA can use to draw attention to careless property owners. Purchase paint to donate to business proprietors for the purpose of painting their facades. If there are vocal objections from unsupportive property owners, business owners and residents can bring the issue to the media's attention.

- **Design.**

The downtown core of Opa-Locka's Main Street District is not visible from the city's busiest thoroughfares. The average commuter in the region may be unfamiliar with the location of the Opa- Locka Main Street District. According to Florida Traffic Online, with 3,900 AADT in 2021, Ali Baba Avenue will be the primary corridor through the core of Opa-Locka Main Street. AADT, or annual average daily traffic, is predominantly used in transportation planning, transportation engineering, and retail location selection. It is traditionally the annual volume of vehicle traffic on a highway or road divided by 365. The AADT is a straightforward but useful measurement of the road's traffic volume. Install gateway and/or directional signage at the intersections of NW 27th Avenue and NW 42nd Avenue/NW 37th Avenue Connector with Ali Baba Avenue. Install gateway and/or directional signage at the intersections of NW 27th Avenue, Ali Baba Avenue, and Sharazad Boulevard with Opa- Locka Boulevard. (See examples within the appendix of this report).

Design. The intersection of Ali Baba Avenue and Opa-Locka Boulevard is the focal point of the Opa- Locka Main Street District, while the historic City Hall building is located four blocks to the north. Invest in affordable solutions to enhance the pedestrian and vehicle experience while reinforcing the Main Street District's identity and location. An option would be to concentrate asphalt art (which typically lasts for three years, depending on traffic volume) at prominent intersections and crosswalks. The purpose of the project would be to make Opa-Locka Boulevard and Ali Baba Avenue safer within the Main Street District to create a more desirable street, enhance the visibility of pedestrian spaces and crosswalks, and promote a more walkable public realm. Concentrate on improving the appearance of the following intersections:

o Ali Baba Avenue at Sharazad Boulevard

o Ali Baba Avenue at Opa-Locka Boulevard
o Ali Baba Avenue at Codadad Street
o Opa-Locka Boulevard at Sharazad Boulevard o Opa-Locka Boulevard at Caliph Street
o Opa-Locka Boulevard at Salih Street
o Opa-Locka Boulevard at Fisherman Street

o Opa-Locka Boulevard at Burlington Street
o Opa-Locka Boulevard at Rutland Street

Figure XX: *A rendering of asphalt art at the intersection of Ali Baba Avenue and Opa-Locka Boulevard, from the Downtown Opa-Locka Master Plan. Although temporary, asphalt art is a low-hanging strategy to visually create a sense of place within the core area*

Design. Improve signage throughout the city, but particularly along the Main Street corridor and at key entrances. Signage throughout the area should feature a consistent color palette and typeface that evokes Moorish design elements. This includes:
o Signage at gateways, particularly at the intersection of Opa-Locka Boulevard and NW 27th Avenue, indicating that one has arrived in Opa-Locka.
o Municipal, bilingual, or image-based signage, such as street names, parking lot and facility directional signage, etc.
o Signage directing visitors to local attractions and businesses.
o Guidelines for store signage, such as building signs, marquee signs, window signs, and sidewalk
signs.

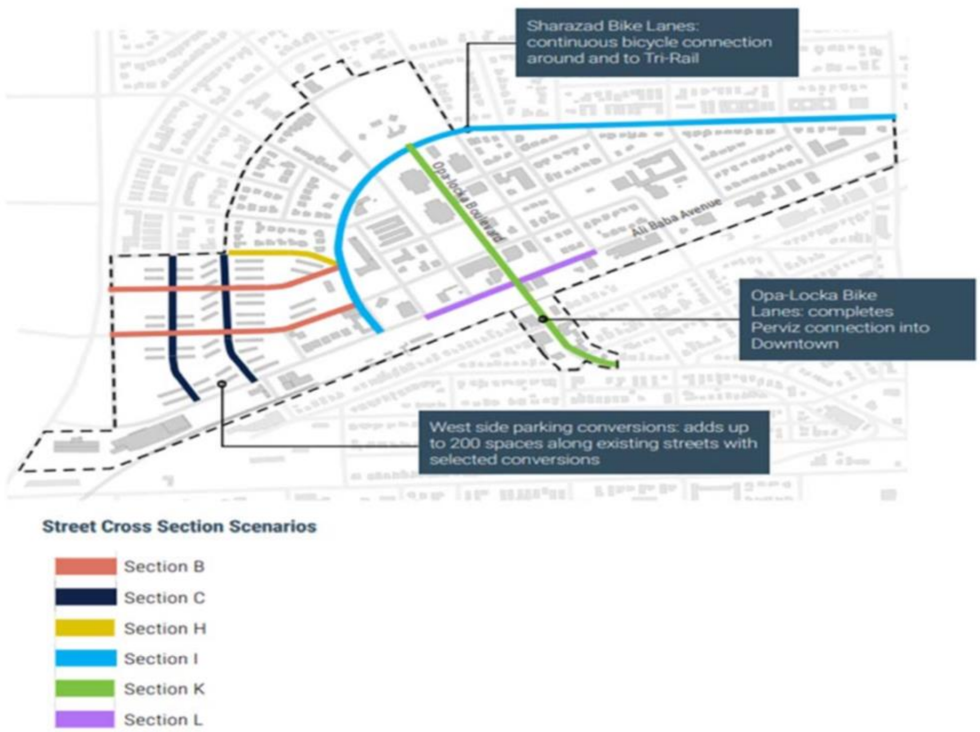


Figure XX: Implement Street Cross Section Scenarios K and L of the Opa-Locka Downtown Master Plan through street restriping to strengthen the Main Street District's sense of identity and place.

Design: Focus on temporary activation of public owned parking lots and parcels at strategic locations for small business development. Initial strategic locations would be public parcels located along Ali Baba Avenue between Sharazad Boulevard and Codadad Street and Opa-Locka Blvd between Sharazad Blvd and Rutland Street.

***Figure XX**: The Coffee Box (El Paso, TX) and The Court Urban Food Park (Jacksonville, FL) are examples of low-cost strategies that activate underutilized surface parking lots and vacant lots.*

Design: There are several infill developments and/or adaptive reuse projects (i.e., restoration of the old City Hall, City Terrace, etc.) planned within the Downtown Core. In addition, there are existing destination businesses (i.e., Juice Defined) seeking an increase in brick-and-mortar space. Consider strategic partnerships between these businesses and current development projects with commercial space, where destination businesses can serve as retail anchors at strategic locations.

Figure XX: Juice Defined is an example of a destination business where exploration of anchoring a larger space within a major project like the restoration of the Opa-Locka City Hall building could be considered.

Design: Explore opportunities to better activate existing spaces (i.e., ground floor of Hurt Building at Ali Baba Avenue/Opa-Locka Boulevard intersection) or

Figure XX: *A rendering of asphalt art at the intersection of Ali Baba Avenue and Opa-Locka Boulevard, from the Downtown Opa-Locka Master Plan. Although temporary, asphalt art is a low-hanging strategy to visually create a sense of place within the core area*

strengthen existing destinations (i.e., branch public library) via relocation to more strategic locations. Better activate strategic existing spaces (i.e., Hurt Building)

Figure XX: *A rendering of asphalt art at the intersection of Ali Baba Avenue and Opa-Locka Boulevard, from the Downtown Opa-Locka Master Plan. Although temporary, asphalt art is a low-hanging strategy to visually create a sense of place within the core area*

Design: Designate the entire Main Street area as a part of a National Register of Historic Places Historic District. As a part of the nomination process, make sure

that the period of significance is extended to 1975 to include as many buildings that are 50 years and older, as contributing resources to the historic district. Include as many existing commercial buildings within the downtown area as possible within the nomination. All contribution resources will then be eligible for federal tax credits (privately owned revenue producing properties) and grants (nonprofits, local government owned, etc.) for the planning and brick and mortar restoration.
Figure XX: Built in 1952, 391 Opa-Locka Boulevard is an example of a commercial structure that could financially benefit from being added to the National Register of Historic Places, as a contributing resource to a historic district.

• **Design**: Although not designed in a Moorish Revival style of architecture, the existing mid-century commercial buildings in the Downtown Core are assets to the Main Street District. In addition, existing businesses such as Chavey Distributors and Ace Hardware are assets to build upon. Consider placemaking opportunities such as facade grants, paint, and the addition of business signage to improve the exterior condition of existing businesses and retail storefronts.

Figure XX: Built in 1952, 391 Opa-Locka Boulevard is an example of a commercial structure that could financially benefit from being added to the National Register of Historic Places, as a contributing resource to a historic district.

Figure XX: The revitalization of a neglected commercial district or residential neighborhood often begins with improvements to a single building or storefront. The before and after of a commercial building that participated in Salt Lake City's Facade Grant Program.

Partnerships/Project recommendations
The following graph represents a summary of current and future efforts of Opa Locka's CRA

ORGANIZATION Build leadership and strong organizational capacity| Ensure broad community engagement| Forge partnerships across sectors.

PROMOTION Market district's defining assets| Communicate unique features through storytelling| Support buy- local experience.

DESIGN Create an inviting, inclusive atmosphere| Celebrate culture, historic character| Foster accessible people-centered public spaces.

ECONOMIC VITALITY Build a diverse economic base. |Catalyze smart new investment| Cultivate strong entrepreneurship eco-system

Potential

COMMITTEE MEMBERS

Opa-locka CRA, Depts of Planning & Historic Preservation, Miami- Dade County (Depts. economic development, arts, and culture)

Opa-locka CRA, Miami-Dade County (Arts and Culture dept)

Opa-Locka CRA, Dade Heritage Trust, Historic & Environmental Preservation Board

Opa-Locka CRA, City of Opa- Locka (Dept. of Planning/Economic Development), Miami-Dade County (Economic Development/

POTENTIAL PARTNERSHIP OPPORTUNITIES

	ORGANIZATION **Build leadership and strong organizational capacity| Ensure broad community engagement| Forge partnerships across sectors**	**PROMOTION** **Market district's defining assets| Communicate unique features through storytelling| Support buy-local experience**	**DESIGN** **Create an inviting, inclusive atmosphere| Celebrate culture, historic character| Foster accessible people-centered public spaces**	**ECONOMIC VITALITY** **Build a diverse economic base |Catalyze smart new investment| Cultivate strong entrepreneurship eco-system**
Potential **COMMITTEE MEMBERS**	Opa-Locka CRA, Depts of Planning & Historic Preservation, Miami-Dade County (Depts. economic development, arts, and culture)	Opa-Locka CRA, Miami-Dade County (Arts and Culture dept)	Opa-Locka CRA, Dade Heritage Trust, Historic & Environmental Preservation Board	Opa-Locka CRA, City of Opa-Locka (Dept. of Planning/Economic Development), Miami-Dade County (Economic Development/
POTENTIAL PARTNERSHIP OPPORTUNITIES	- Deepen partnerships with local churches, block clubs and resident groups. - Foundations Supporting the work (Ford, Rockefeller, JP Morgan Chase, etc.) - community participation/engagement	- Market and establish Opa-Locka district (Cultural Designation) - Highlight stories of Opa-Locka to the larger public - Develop marketing packages to different audiences (e.g., funders, government, private investors, and residents). - Bike tours of the community highlighting assets and destination businesses.	- Installation of bike lanes - Development of design guidelines - Develop a developer advisory committee to review and approve development in the district - Improve pedestrian experiences at major crosswalks.	- Small Business resources (e.g., technology support, customized small business courses, back-office support) - Development of a rent assistance program in conjunction with city and county to protect legacy business owners and recruit new businesses. - Small business inventory tool - continuously promote incentives, grants, and tools available to support small business owners (translation to Spanish as needed)
Proposed **TRANSFORMATION STRATEGY (s)**	- **Neighborhood Goods and Services (Amenities):** Pursue of cluster of retail and retail services businesses that fulfill the day to day needs of nearby shoppers – things people tend to buy close to home or work. - **Equitable Entrepreneurship (Minority Businesses)**: unlocks the full potential of local economy by dismantling barriers and expanding business opportunities (small business development, growth, retention) for low-income people and communities of color. -			

Demographic Characteristics Summary

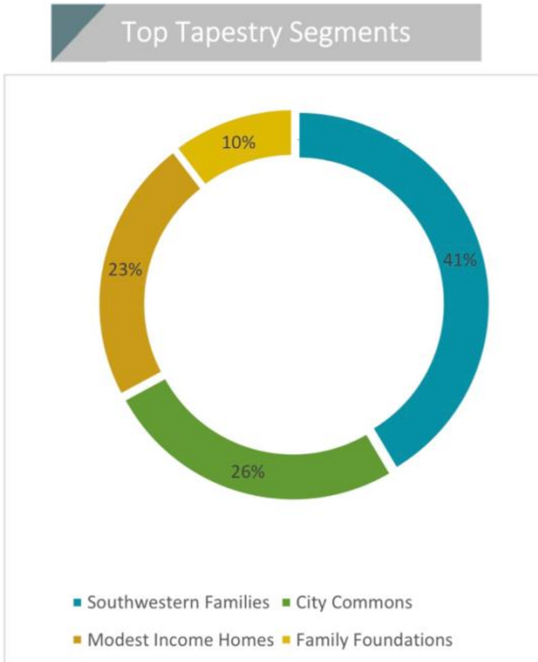
The following represents a summary of key points that contribute to the development of the transformation strategies or economic development strategies from demographics and psychographic review.

Psychographics is the study of personality, values, opinions, attitudes, interests, and lifestyles. Psychographic studies of individuals or communities can be valuable in the fields of marketing, demographics, opinion research, prediction, and social research in general. They can be contrasted with demographic variables (such as age and gender), behavioral variables (such as usage rate or loyalty), and organizational demographic variables (sometimes called firmographic variables), such as industry, number of employees and functional area.

When a complete profile of a person or group's psychographic make-up is constructed, this is called a "psychographic profile." Psychographic profiles are used in market segmentation, as well as in advertising. Some categories of psychographic factors used in market segmentation include:

- Activity, interest, opinion (AIOs)
- Attitudes
- Values
- Behavior

Tapestry psychographic data helps communities and businesses understand consumer lifestyle choices, what they buy, and how they spend their free time. Tapestry classifies US residential neighborhoods into sixty-seven unique segments based on demographic and socioeconomic characteristics. The following chart outlines the Opa-Locka Main Street top groups within one mile of the district:



Proposed Economic Development Strategy
Neighborhood Goods & Services (Equitable Entrepreneurship)

Defined: Equitable Entrepreneurship development refers to unlocking the full potential of the local economy by dismantling barriers and expanding business opportunities (small business development, growth, retention) for low-income people and communities of color. A crucial component to aid in the success of these business types is the strategic alignment of a variety of public and private efforts – including government policies, funding and finance, human capital, and regulatory frameworks – to provide necessary financial, social, and human capital to foster entrepreneurship in innovative and creative ways. The value of place and the physical environment is important to creating and growing successful enterprises.

These enterprises are the key to future prosperity, so it is imperative that commercial district leaders understand their importance and support their growth. New businesses, especially those owned and operated by Millennials, immigrants, and minority groups, will bring new ideas, innovation, excitement, and jobs to communities. Opa-Locka CRA desires to develop entrepreneurs to open businesses that fulfill day-to-day needs of nearby shoppers provides an opportunity to build a new crop of entrepreneurs that may be of and from the community and provides a cluster of retail and retail-service businesses that benefit the community.

It is important that the Main Street organization sees it role as a liaison or business connector to support and guide existing and aspiring entrepreneurs to opportunities that can aid in opening and or expanding their business (e.g., access to space, incentives, contacts, business support, networking events, etc.) and create a tailored program around Opa-Locka's minority entrepreneur unique environment needs.

As the main street continues it work developing entrepreneurs the listed tenets below are necessary for the growth and sustainability of a healthy entrepreneurship development initiative:

- Operates in an environment with reduced bureaucratic obstacles.
- Actively encourage and invite investment in new ventures.
- Is relatively free from or can change cultural biases on failure or operating a business.
- Promote success, which in turn attracts new ventures.
- Supported by dialogue and partnerships among various entrepreneurship stakeholders.

The Neighborhood Goods and Services strategy pursues a cluster of retail and retail-service businesses that fulfill the day-to-day needs of nearby shoppers. This typically includes grocery purchases, laundry and dry cleaning, drug store purchases, flowers, hardware, and similar items that people tend to buy close to home or work. Districts with a dominant convenience component tend to have relatively small trade areas since shoppers tend to go to the nearest location. In a walkable city, a convenience district may primarily serve customers who live or work within only a few blocks.

Historically, most traditional business districts excelled at meeting the needs of nearby shoppers. Today, because many convenience-type purchases have been consolidated in big-box stores and their smaller siblings (like chain drug stores), it has become unusual for a district to offer a complete range of convenience products and services. Still, a district with a full complement of convenience offerings is often highly desired by residents. It can offer a “hometown district” experience that many people seek for their community.

The Neighborhood Goods and Services strategy does not include specialized retailers, though sometimes the differences can be subtle: For example, groceries fall in the category of convenience purchases. But a specialty food store that sells 100 varieties of olive oil does not fit into the Convenience category, even though it is selling a food product. The goods and services sold in a convenience-oriented district are often undifferentiated from those sold in other convenience-oriented districts, but the places may be differentiated in other ways (such as attractiveness, historic setting, or customer service).

Benefits +	Tradeoffs —
The Neighborhood Goods strategy offers what many people – especially residents – often say they want to be able to purchase in their own commercial district or downtown. The strategy helps to create a “full-service neighborhood” and, in many ways, serves as an amenity: It provides basic items nearby, so people don't have to travel far for everyday needs.	The main trade-off to the Neighborhood Goods and Services strategy is that it may offer a generic business mix and therefore may not be unique enough to draw customers from outside the local geography. In addition to the challenge of differentiation, certain systemic changes in retailing – especially the consolidation into larger general merchandise stores, drug stores, and supermarkets – have changed the nature of convenience-oriented districts where purchases are made at a handful of small, independent shops.

Potential Activities:

There are many different activities that your organization and its partners might do to successfully implement this strategy. The National Main Street Center encourages its Main Streets to start with activities that are relatively easy, then gradually tackle more challenging ones. Be sure to include activities in all Four Points of the Main Street Approach; this is essential!

Depending how you have chosen to organize your Main Street initiative and the resources in your community, projects and activities may be carried out by a single committee, by staff specialists, by a consortium of partner organizations, or by some combination of these. (For more information, see the Technical Bulletin, "[Organizing Your Main Street to Transform Your Community]")

Promotion Activities		
Status/Timeline	Activities	Partners
	Food Truck Rally: Build excitement for the Main Street program through food and entertainment. Show what's coming and what is possible through Main Street programming.	
	Community Outreach: Connect community to existing resources. Host 2x per year, invite community resources and partners to share information and programs with neighbors.	
	Place Branding: Pole banners, and creation of logos and swag materials.	
	Identify best venues for advertising and social media communication to reach a local audience	
	Help existing businesses establish loyalty programs (e.g., buy 10 sandwiches – or coffee or ice cream – and get the next one free).	
	Suggest businesses set out water bowls for dogs to encourage nearby residents to walk through the district regularly.	

Economic Vitality Activities		
Status/Timeline	Activities	Partners
	Survey of business owner interest / needs: eligibility for existing resources; identify resources that could be used	
	Meeting of financial institutions: educate financial institutions and foundations about Main Street programming; Establish points of contact for businesses within each institution; develop digital and hard copy resource guide for businesses; figure out upfront capital strategies.	
	Understand property ownership: commercial and residential.	
	Identify specific products or services that businesses could add to their offerings that would help make the district's convenience offerings more comprehensive. Help local businesses to add locally produced products to their assortment	

Design Activities		
Status/Timeline	Activities	Partners
	Start a quarterly clean-up: Meet with Opa-Locka business owners; Link existing businesses to new funds/investment resources.	
	Design guidelines for businesses: Design standards/public space opportunities	
	Pop-up shop program	
	Conduct a parking survey to determine if the distribution of short-term, convenient spaces supports short, errand-type shopping trips.	
	Install bicycle racks to encourage nearby residents to pedal instead of drive to the district.	

Organization Activities		
Status/Timeline	Activities	Partners
	Coordination and Communication: Get to know Opa-Locka's Main Street board and Staff: 1:1 meeting with existing organization on the corridor.	
	Organization community-wide meeting to share information: Increase capacity of communities, relationship building, volunteer recruitment.	
	Host a community meeting to solicit input on which products and services the community feels are most needed in the district	
	Set up a local listserv or e-newsletter to keep people informed of events or special programs in the commercial district.	

Potential Products and Services:

The Neighborhood Goods and Services strategy encompasses many retail and services businesses. This list is not exhaustive but illustrates the range of businesses that can participate in the Neighborhood Goods and Services Strategy.

- Auto Repair
- Banks and credit unions
- Barbers and hair salons
- Bars
- Convenience store (e.g., 7-Eleven)
- Dollar Stores
- Dry Cleaners
- Fast Food and so-called "fast casual" restaurants
- Gas Station
- Hardware Stores
- Laundromats
- Office supplies stores
- Phone stores
- Pizza
- Prepared food stores
- Printing and shipping
- Restaurants (esp. moderate-price point and family-oriented)
- Supermarket / grocery store
- Tailors
- Take-out restaurants

Measuring Progress

The following tools can be used to track your success in implementing the strategy and in measuring its impact on the commercial district as a whole:

• Conduct on-street surveys when you implement this strategy – then, conduct surveys one year, three years, and five years later, asking the same questions. Are more people patronizing the district for its convenience businesses? Are their impressions and perceptions of the district improving?

Your surveys should include questions in four specific categories: o Attitudes and perceptions about the district. o Current shopping habits

o Additional products and services shoppers would like to be able to buy within the district. o Demographic characteristics of those participating in the survey, including home zip code

- Track trends in the number of square feet of retail space devoted to neighborhood goods and services.
- Ask the owners or managers of a representative sample of convenience-oriented businesses to keep an informal tally of foot traffic, average transaction amount, and gross sales. Interview the owners and managers at regular intervals and hold an annual focus group with them. Are the numbers increasing?
- Track the number of changes (in service offerings or product mix) that businesses have made to serve the convenience market.
- Choose several intersections or entry points in the district and count the number of people who walk by during 30-minute intervals. Do this at two or three key points in the day (e.g., morning, noon, and evening). Repeat the pedestrian counts at least twice a year, at the same times of day. Are the numbers increasing?

Suggested Next Steps

- After you review this recommendation report and formalize the Transformation Strategies in a way that truly define the nuances of the Opa-Locka Main Street, it is critical that the Board of Directors adopt the suggested strategies to focus on in the immediate future.
- Work with the Florida Main Street to host a facilitated work session to further refine the key goals and tactical elements within each of the Four Points that will further implementation of the selected Transformation Strategy (s).

o Align current projects with identified strategies.

o Brainstorm new projects

o Set measurable outcomes for EVERY project.

o Lastly, begin to outline who is responsible, budgets and timelines.

• Review the additional resources provided as appendices in this report as a guide to help work through suggestions.

Appendices / Additional Resources

• Due to the comprehensive nature of both Kyra Lucas and Ennis Davis's recommendations, please find attached a copy of their observation/recommendation write-ups.
• ESRI data - .5-, 1- and 5-mile radius
o Demographic and Income Profile o Infographics
o Retail Demand and Outlook
o Retail Market Potential
o Site Map
o Tapestry Segmentation
♣ Southwestern Families ♣ City Commons
♣ Modest Income Homes ♣ Family Foundations
• Main Street America Community Engagement Guide
• Project examples / Inspirations
o Community building – https://www.aarp.org/livable-communities/
o Modern Moorish design (including landscape) – https://www.klingmann.com/ o Moorish style fountains, both for decoration and for drinking

Introduction to Design

Types of Design in Historic Downtowns:

- Architectural Design – This is the most commonly though of form of design in Main Street's and refers to the physical characteristics of buildings, including size, shape, form, color, and ornamentation and style.
- City Design – City design is most common amongst urban planners. It involves designing spatial layouts of cities and understanding the interconnectivity of roadways, pedestrian paths, public spaces, commercial hubs, and residential zones, and etc. While city design is essential to a successful Main Street, most major urban design changes are accomplished through the local government in partnership with Main Street programs as opposed to being undertaken by the Main Street programs themselves. Some common city design elements that Main Streets advise on and participate in include downtown streetscape remodeling, public amenity

design (bike racks, fountains, public art, lampposts, utility boxes, trashcans, etc.), and zoning ordinances.

- Community Design – This design term refers to designing aspects of the city that promote community engagement and growth while limiting the intrusion of undesired property owners. Many Main Streets face problems of absentee property owners, gentrifications, and population decline. Considering community design allows city planners and local government to work with Main Street's to establish community amenities and practices that promote the city's population base, such as community centers, public spaces, local shopping centers, community gardens, greenspaces, and etc.
- Landscape Design – Landscape design entails both beautification efforts, resource conservation, and community development. At its most basic level, landscape design involves plant type and location. On a deeper level, landscape design can involve creating places, especially public spaces, parks, and streetscapes that promote physical well-being and actively conserve the physical environment.
- Merchant Design – This design term is two-fold, incorporating both the physical design of commercial spaces as well as the type of commercial services available. Most Main Streets establish a set of design guidelines which cover the dos and don'ts of storefront design. However, some go a step further with merchant design by actively encouraging the types of goods and services that the community wants and needs with incentives and promoting such establishments through their own channels and brand.

Design Observations and Recommendations

Design Observations:

- The city of Opa-Locka was designed by famed aviator and engineer, Glenn Curtiss. It was established in 1926 as a sort of fantasy community, built in the Moorish Revival style of architecture. Though there are still some iconic Moorish buildings in the community, many structures have been lost over the years. The current community is very proud of their architectural history and would like to see it preserved. However, the local population faces issues of poverty, social security, and physical security that prevent them from prioritizing preservation.

- The demographics of Opa-Locka have shifted over the years. During the 1950s, the city, which was predominantly Caucasian, transitioned to a primarily working class African American population. Today, the city is going through another demographic shift. Its current makeup is approximately half African American and half Hispanic, bringing a lot of their own culture and heritage to the city.

- Key architectural structures in the community include the old fire station, the old City Hall, the Hurt Building, the train station, the VFW building, and the Regional Service Center Complex. There are also a lot of Moorish style residential properties surrounding the Main Street area which are currently unprotected.

- The city infrastructure in Opa-Locka is lacking significantly, leaving citizens in need and visitors with eyesores. The community has issues with the tri-rail system, especially sound pollution, train speed, and track-related injuries. They also have limited areas with sidewalks and many places where pedestrians and bicyclists must walk or ride in the street. The infrastructure most visibly in need of change include transportation infrastructure (roads, bus stops, tri-rail), power infrastructure (telephone lines and poles, public utility boxes), recreational infrastructure (public green spaces, historical sites, public restrooms, public fountains, benches, trashcans, etc.), and information infrastructure (network services, signage, promotion).

- The vast array of Moorish themed buildings, whether commercial or residential, or privately owned or city owned, are in disrepair. The city has started making efforts to restore or rehabilitate city owned properties, but the privately owned properties have little incentive to preserve the architectural character of their buildings or do not have the financial ability to do so.

- The city has an image problem due to poor infrastructure, unmaintained, vacant, or underutilized buildings, and trash. While the city has established an illegal dumping taskforce to prevent large- scale illegal dumping activities that have plagued the city, they have done little to reduce regular garbage and litter issues.

Design Recommendations:

#1. Develop design guidelines and update any design guidelines previously established through local ordinance. This guide needs to include key architectural features and descriptions of each style of architecture in the program area, but especially of Moorish Revival style. Moorish design is known for its elaborate ornamentation, especially colorful tilework, plasterwork, and intricate geometric and floral patterns. In Florida this can be interpreted through stucco work and concrete screens. This design guideline should also include color palettes by style as the bright Miami style colors used on some modern building does not blend in well with a Moorish color palette. There are many ways to incorporate modern design and traditional Moorish design elements (see examples at end of recommendation section). Key architectural characteristics of the Moorish Revival style include:

- Stalactite Vault
- Horseshoe/Moorish/Keyhole Arches
- Voussoirs
- Domes
- Crenelated Arches
- Lancet Arches
- Ogee Arches
- Courtyards
- Decorative Tile Work
- Recessed Porches
- Onion Dome Or Minaret Mosaic Tile Trim
- Geometric Pattern

#2. Create better signage throughout the city, but especially in the Main Steet corridor and at key gateway points. Signage through the area should be consistent in color palette and type font, and be evocative of Arabian styles in design. This includes:

- signage at gateways clearly indicating that one has arrived in Opa-Locka, especially at the intersection of Opa-Locka Boulevard and NW 27th Avenue.
- Municipal, bilingual or picture based signage such as street names, directional signage to parking lots and facilities, etc.
- Wayfinding signage for local attractions and businesses.
- Guidelines for store signage, including signs on buildings, signs on marquees, signs on windows,

and sidewalk signs.

#3. Improve local infrastructure – small scale improvement projects. Local infrastructure improvements are important for creating an inviting and inclusive atmosphere. Inclusive spaces celebrate history and promote people-centered design, incorporating accessible into its design. Some significant infrastructure projects that would vastly improve the aesthetic of the city include but are not limited to:

- Introduce or redesign attractive planters, light posts, trashcans, electrical units, bike racks, pet and people fountains (with bottle refill), and decorative fountains (See examples of below).
- The installation of public benches along the Main Street corridor.
- Public bike racks. It is common today to design bike racks that double as local art. In this case, a

small horseshoe arch shaped row of racks would be appropriate, as would standing a circular bike
rack with a Moorish motif in it.

- Street banners/light post banners with local artists for events and holidays. The program area

could partner with the city of Opa-Locka arts programs housed within the cultural arts division of the department to design these banners. This not only increases the aesthetic value of the streets, but also provides information for passerby's and creates youth programming in a community that lacks after-school activities for middle and high school students.

- Crosswalks with colorful motifs and geometric forms. It is important to strike a balance between attractive and engaging but also safe and not too distractive.
- If you don't want the homeless using main street amenities, such as sleeping on benches, introduce a helping hands program, where mental health and social care workers are first responders to homeless situations, not police. Alternatively, provide sanctioned encampments.

#4. Improve local infrastructure – largescale improvement projects. Large scale infrastructure projects will need to involve a larger array of stakeholders and actors to be involved and will take more time but are equally as important as small-scale projects. For Opa-Locka, the first large scale projects recommended are as follows:

- Create and implement a Master Streetscape Plan. Changes to roads as part of a streetscape should be based on traffic analysis and use analysis. To aid this, conduct a sidewalk inventory for gaps in walkability, pedestrian traffic, and gaps in retail/services. When developing a streetscape plan, consider permeable pavement where possible. Permeability allows rainwater and stormwater to be absorbed by the ground instead of flooding the streets and buildings.

- From our time in Opa-Locka, I noticed that many streets were missing sidewalk sections, or had poorly maintained sidewalks. It also lacked biking paths, which seems to be a common mode of transportation in the area. Introducing biking lanes keeps bicyclists and pedestrians safe.
- From our time in Opa-Locka, we noticed that many of the streets, sidewalks, and public right-of- ways had a lot of debris and rubbish on them. It would behoove the community to establish a regular community litter clean up or higher more public sanitation workers. The previously discussed introduction of more public trash cans would help too. If all else fails, introduce stricter, higher litter fees for offenders.
- As part of the streetscape plan, introduce more shade trees and structures; Florida is hot. Streetscape greenery should strive to be indigenous and non-invasive, preferably edible, and preferably good pollinators. Such plants will not only be attractive, but they will help keep the area cool, produce cleaner air, reduce stormwater run-off, and promote pedestrian use over vehicular use. It is also a good idea to consider plants that will absorb a lot of rainwater and runoff water and put it back into the ground. This will help reduce excess water puddling and water- based damage while also replenishing the Florida Everglades and aquifer system.
- Install public restroom facilities.
- Separate residential parking from tourists / industrial. Make it very clear when people are leaving

the main street and entering the surrounding residential and industrial areas. This is important as we want to both protect the residents' privacy in residential areas and visitors from industrial areas where machinery and large vehicles will happily run you over.

- Public greenspaces. This should include park space that accommodates child and adult play. I would recommend an extension of the Main Street boundaries to include Sherbondy Park as well as a redesign of the park. Greenspaces can be used to make buffer zones between pedestrian and traffic areas or to delineate commercial and industrial areas from residential areas.

#5. Establish a city-based or public-private-partnership based small grant fund for small property owners doing preservation work. In this instance, preservation is used in the strictest of terms to mean work being done to a structure to further prevent degradation of physical structure and character defining features. This could include things like window repair or replacement, roof repair or replacement, siding repair or replacement, regular maintenance. A condition of this grant would be that the owner would need to abide by the local design guidelines based on S.O.I. standards and demonstrate a financial need for the funds. We often see buildings with leaky roofs, broken or rotting windows, structural issues, and failing stucco that cannot afford to fix it with in-kind material or up to S.O.I. standards. This grant would help with that.
#6. Install plaques, historical markers, and other storytelling devices to share the history of the town and create a sense of place. Many communities are moving towards more technology integration in these devices, such as QR codes, digital-based tours, augmented reality, and virtual reality. It is prudent to understand how much technology the community can actually access though. Do most community members have smart phones that can access this information? Are most of them on limited gigabyte plans or unlimited? Is the reception in the area good enough to support it?
#7. When developing and planning specifically for the Main Street, consider plans already established by the city including the:

- Opa-Locka Community Redevelopment Plan, 2011, established by the city and the CRA -Opa-Locka Downtown Concept Plan, 2015, established by the CRA
- Opa-locka Downtown Master Plan, 2021, established by the CRA
- Sustainable Opa-Locka 20/30 Comprehensive Plan, established by the city.

Looking at the evolution of these plans, evaluating their failures and successes, and analyzing how and why they failed and succeeded will better prepare new plans and inform educated decisions. The city may want to re-evaluate these as well as multiple design elements suggested here are present throughout these plans but were never implemented.

Other Observations and Recommendations

Other Observations:

- These citizens are working class with a median income of $22,494. The city has struggled with the common problems that come with working-class communities, including crime and poverty. Dealing with these issues has left a deficit in the local economy that cannot be allocated to preservation. This has led to a lack of ownership in the community. Many employees who live in the community work outside of it and many of the employees who work in the community commute from outside of it. This results in a lot of businesses that are owned by people outside the community, a lot of absentee property owners, and a fleeting economic and tax base which is not being reinvested into the city in most cases.
- While there are 8600 business licenses in the area, only 1500 are active (17.5%), and only 600 are brick and mortar businesses (7%).
- Many of the properties in and around the community are owned and operated by the county or city and are offices. The commercial businesses that are in the community are mostly health care, social work, education services, transportation, warehousing administrative services, construction, and manufacturing. Retail makes up 15% of businesses in the community while accommodations and food services make up only 10%. When asked, community members overwhelmingly stated that the sort of downtown/Main Street establishments they felt they needed in the community are businesses that serve the community as opposed to ones designed for visitors. They want grocery stores, barbershops and salons, local restaurants, hardware shops, clothing stores, pet services, and gyms. They want mom and pop stores that employ local people. They also expressed a desire for youth programming.
- The community expressed interest in stronger ownership over the services and amenities in Opa- Locka. This means ownership of both changes that

occur through the city and physical ownership of local businesses and properties.

- The community is very concerned about their children and related youth problems. Currently the community is served by a single elementary school and a handful of charter schools, but they have no middle or high school in the town. As such they have no public-school sponsored meals, clubs, activities, or after school programs for middle and high school students. 19% of the population is made up of kids from the ages of 5 to 19 years old, 13% of which are middle or high school age. As such it is important to provide youth programming for them to keep them engaged and safe, but also to build pride in their community in an effort to stave off population decline in Opa-Locka.

Other Recommendations:

#1. Update and strengthen local preservation ordinance.

- A strong ordinance should contain a clause that prevents the approval of demolition without an approved, concurrent new construction or infill plan.
- A strong ordinance should develop codes that call for at least a certain percentage of greenage and greenspace in the overall development code.
- A strong ordinance should require large development projects to include parking in their designs.
- A strong ordinance should include citywide design guidelines.
- A strong ordinance should have downtown zoning which promotes small scale manufacturing, so

that places like JuiceDefined can scale up and make their products in house. Currently, many of
these businesses work out of their homes to manage production.

 The city should consider an ordinance which requires retail on the first floor of multistory new.
construction with the commercial downtown area.

#2. Establish a number of incentives and programs to be managed by the CRA, the Main Street, or other public-private partnerships to increase local businesses and local ownership of business space. While there are some options below, it is important to understand what the community needs and desires are before establishing and incentive programs. This will need to be done through community visioning and meetings.

 Rental Assistance Program. This helps new businesses have better access to brick-and-mortar rental spaces. Some common elements include incentives for property owners to prioritize new and local commercial services over big money businesses like Walmart. Another would be providing information and access to training on renting a brick or mortar space. The best programs also act as mediators between property owners and business owners in the case of disagreements as well as advocates for the renter.

 Local Hiring Initiative. This initiative uses targeted recruitment efforts and job training programs to hire local residents for new jobs within the Main Street as well as preexisting businesses. With a local hiring initiative, the Main Street management entity meets the need for a strong workforce with few additional expenses and creates ample economic opportunities for residents.

- Local Stewardship Initiative. The local stewardship initiative is an incentive and rewards-based program, designed to provide incentives for local owners of historic properties to be excellent stewards of said sites. Incentives include discounted advertisements in Main Street media outlets, technical assistance for preservation efforts, grant writing assistance, and stewardship training workshops. Additionally, this initiative is rewards-based, meaning it should regularly recognize.

and disseminate information about examples of excellent stewardship in the community. Projects
of exceptional quality should be honored in an annual meeting or gala.

- Locally Owned and New Business Incentives. In addition to discounted advertisements in Main

Street media outlets, this program creates a webpage, which can be accessed from the Main Street website, that does two things. Firstly, it organizes all the information someone would need to start a new business, including legal documentation and a submission portal (in conjuncture with local government offices) to submit all necessary documentation. This makes the process of starting a new locally owned business easier and more accessible than traversing numerous information sites and government offices. Secondly, this webpage would provide a list of small business grants, locally owned business grants, minority- owned business grants, and woman- owned business grants for easy access and financial aid. Finally, the Main Street may opt to provide grant writing assistance to these businesses if located within the Main Street.

- Business Assistance Fund. The Main Street should develop a business assistance fund that would aid businesses in need and fund the workforce training program. This program can be supported through an increase in sales tax within the Main Street, business membership fees, or other means.
- Workforce Training Programs. The workforce training program established and managed by the Main Street and would be available for businesses directly related to roadside elements, meaning motels, restaurants, shops, and attractions. This program would create training programs for and in conjunction with business owners and managers to create training programs for and in conjunction with business owners and managers to provide them with the tools to better train their employees. Such training programs should be specialized to that type of business, but generally could include hospitality training, housekeeping training, food service and bartending training, tour guide training, incident mitigation training, amongst other things.
- Vacant Property Program. The Main Street vacant property program, which could be built in union with the city government, acquires vacant or blighted properties and resells them to local applicants at a reduced price. Local applicants can be individuals, businesses, community groups, or private or public development agencies, but all applicants must be local. Applicants must provide a solid reuse plan which meets the Main Street design and development guidelines and demonstrate a concrete ability to implement said plan. Some properties may be purchased for the use of the Main Street without resell intent.

#3. Establish a city-based Emergency Historic Preservation Fund. This fund would be different from the small grant fund and more restricted. Such funds or trust are

established by and housed in the city structure. Many are funded by local bed tax (once accommodations are established), through a voluntary local tax, or via a percentage of code compliance fines. It should be strictly used by the city to either preserve historically designated or contributing structures, to purchase historic properties for preservation purposes, or to relocate historic resources facing demolition upon owner consent. This is especially useful after hurricanes or other natural disasters as well as when privately owned resources face demolition.
#4. Establish online access portal to all city-based application processes including but not limited to business licenses, building and demolition permits, Certificates of Appropriateness, local grant funds, renting of public spaces, and training/incentive request.
#5. Establish a citizen based Downtown Business Authority or establish something similar through the CRA or Main Street programs. If this is not housed under the Main Street Umbrella, then it should at least work closely with the Main Street Promotion and Economic Vitality boards.

- This would include monthly or bi-monthly business meetings.

- Access to regular training could include the previously discussed training courses and incentives established by the city.

- Member businesses should aid each other in outreach and promotional activities, a network if you will.

- This should be in addition to or a shoot off of the recently established Opa-Locka Open for Business Monthly Business Highlight program.

#6. Establish more youth programming and incorporate youth activities into community and Main Street programs and events.

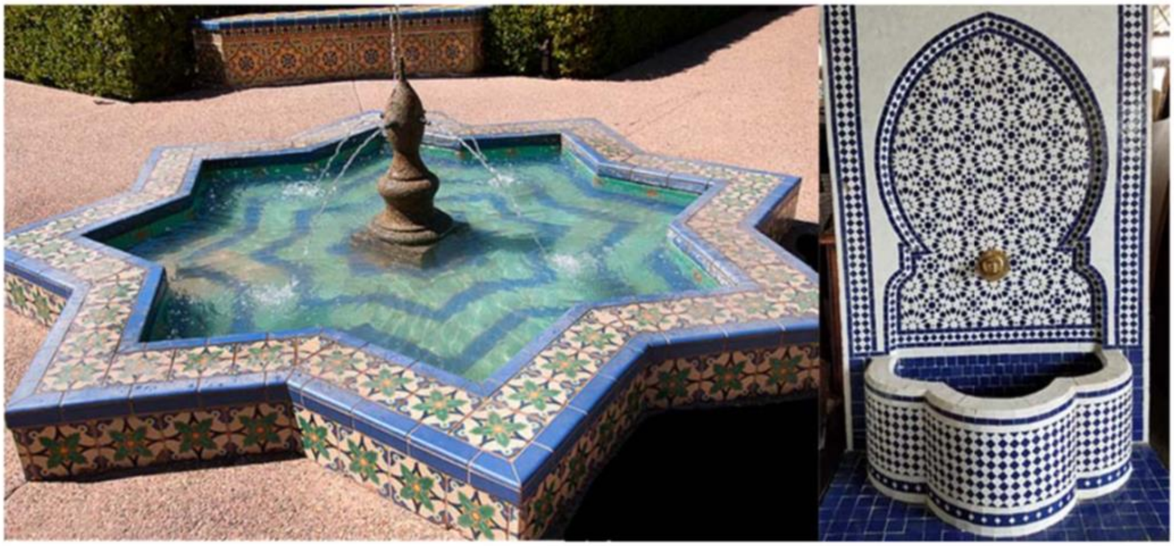
- Valuing youth volunteers, even holding an award for excellent service, can go a long way in keeping underaged civilians engaged and teaching them valuable lessons about community engagement, the importance of civil service, and their own value. It also helps keep them away from dangerous activities like underage drinking, drugs, crime, and illicit actions.

- Some of the best youth programming is inclusive and involves experiential learning, community collaboration, and consistent support. In this manner, kids and teenagers can learn new skills or knowledge while being involved in the community in addition to promoting self-esteem, self- sufficiency, and interpersonal relationships. For teenagers, this could even be a network of internships, apprenticeships, or volunteers for local community businesses and industries. For younger kids, the community will want to partner with pre-existing establishments like churches, the school, the library, and etcetera.
- A larger or more accessible community garden or food forest could be a great way to introduce youth programming while also keeping the youth physically active, providing them with healthy, fresh food, and teaching them values skills.

#7. Support a business incubator model that goes above and beyond establishing businesses by also helping them situate themselves in the community, whether that be in a brick and mortar, or mobile service vehicle. The city could establish practices that make it easier for incubators to grow a customer base by establishing a local, monthly market or event. Do not limit this by advertising it as a farmers' market, or craft festival, or food truck event. It should be inclusive of all that, anything local entrepreneurs are working on should be welcome. Many communities near Tallahassee do something like this called First Fridays, held the first Friday of every month, which encompasses all of these types of businesses. Working with the county and city to close Opa-Locka Blvd. and Perviz Ave. around the Regional Services Office as well as utilizing their parking plaza for this event would be a good central location. The city can rent or establish practices for organizations, to rent privately owned but empty or underutilized industrial space for pop-up events and temporary incubator exhibits.

#8. Restart the Arabian Nights festival, not as an art show, but as a true homage to the long legacy of Arabian Nights festivals in Opa-Locka and to the original novel that the city was based on.

#9. Develop a best practice resource guide or at minimum a Welcome to Main Street guide for property owners and businesses within the program area. The city should have their own version of this for local homeowners.



Design Recommendations

- Create an inviting, inclusive atmosphere
- Celebrate historic character
- Foster accessible, people-centered public spaces

The “Three C’s” of Urban Revitalization

Successful urban revitalization projects of all scopes and sizes rely on a simple three-pronged urban planning principle: the clustering of complementing uses within a compact setting. It's a tried-and-true formula for bringing life to urban streets that doesn't rely on massive new developments and significant financial investments.

The “Three C’s” of urban revitalization: the clustering of complementing uses within a compact setting. This is the simple idea that it doesn’t take big, expensive silver bullet projects or the span of generations to revitalize urban streets, but rather just a bit of coordination to concentrate amenities within easy walking distance of one another.

1: Clustering

Articulated in 1990 by economist Michael Porter, the concept of clustering has been around since the beginning of civilization. Early work on clustering focused on the significance of similar businesses being located close together but the idea has since been applied much more widely.

In urban planning, clustering is an important element in bringing life to urban areas void of consistent activity and energy. The concept is simple: residents, businesses and amenities benefit from being in close proximity to one another, feeding off each other's foot traffic and creating a draw bigger than any individual component could do on its own.

Failing to embrace clustering is where some areas that struggle with urban revitalization go wrong. In the Opa-locka Main Street District, there are a large number of places of interest and destinations that generate traffic. These include Sherbondy Park, Opa-locka City Hall, and the Opa-locka Tri-Rail Station. However, these locations aren't immediately adjacent to each other; in fact, there are surface parking lots that are obstacles to establishing synergy between these spaces. This is why the other two C's are so important.

2: Complementing uses

Clustering is only as effective as the individual uses that are clustered. Naturally, a cluster that includes, say, an apartment building, a factory, and a car dealership next to each other isn't going to create much vibrancy. The uses need to complement each other for clustering to work, and in terms of a downtown or urban neighborhood, this means uses that encourage walkable, street- level activity.

Some streets or districts may benefit from having a great concentration of restaurants, bars and retail. Parks, entertainment venues, museums and galleries would be other complimenting uses in such an area. Offices or residential units on the street level may not contribute to vibrancy in a commercial district, but those located above or nearby the commercial strip certainly would. In South Florida, vibrant districts like Fort Lauderdale's Las Olas Boulevard, Delray Beach's Atlantic Avenue, Coconut Grove, and Downtown Homestead all show the effectiveness of complimenting uses clustered together.

3. Compact setting

The final “C” means that clustering should happen in a small enough area for all entities to reap the benefits. In an urban or downtown area, this setting needs to be compact enough to be easily walkable. Studies suggest that most people will walk about 1/4 mile from one destination to another. So ideally, clustering should occur within about a 1/4 mile radius. Opa-locka Boulevard between Sharazad Boulevard and Ali Baba Avenue is approximately 1/4 mile in length.

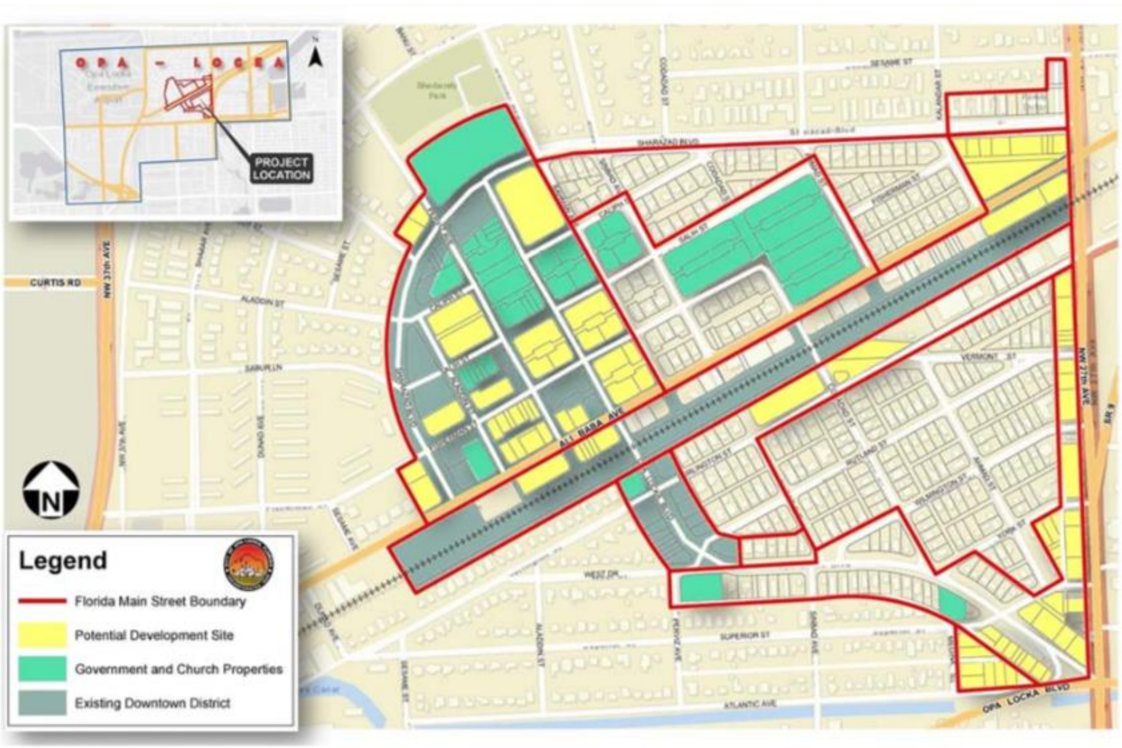


Figure XX: A map of the Opa-locka Main Street District.

Public Realm Design Observations / Recommendations
2

The following is a summary of public realm observation and recommendations based on our time in the district.

Design: The Opa-locka Main Street District covers a large area of the city and is significantly larger than the Downtown Opa-locka District. Embrace the Three C’s concept of revitalization by focusing the majority of immediate Main Street implementation projects and strategies on the Downtown Core area identified in the Downtown Opa-locka Master Plan.

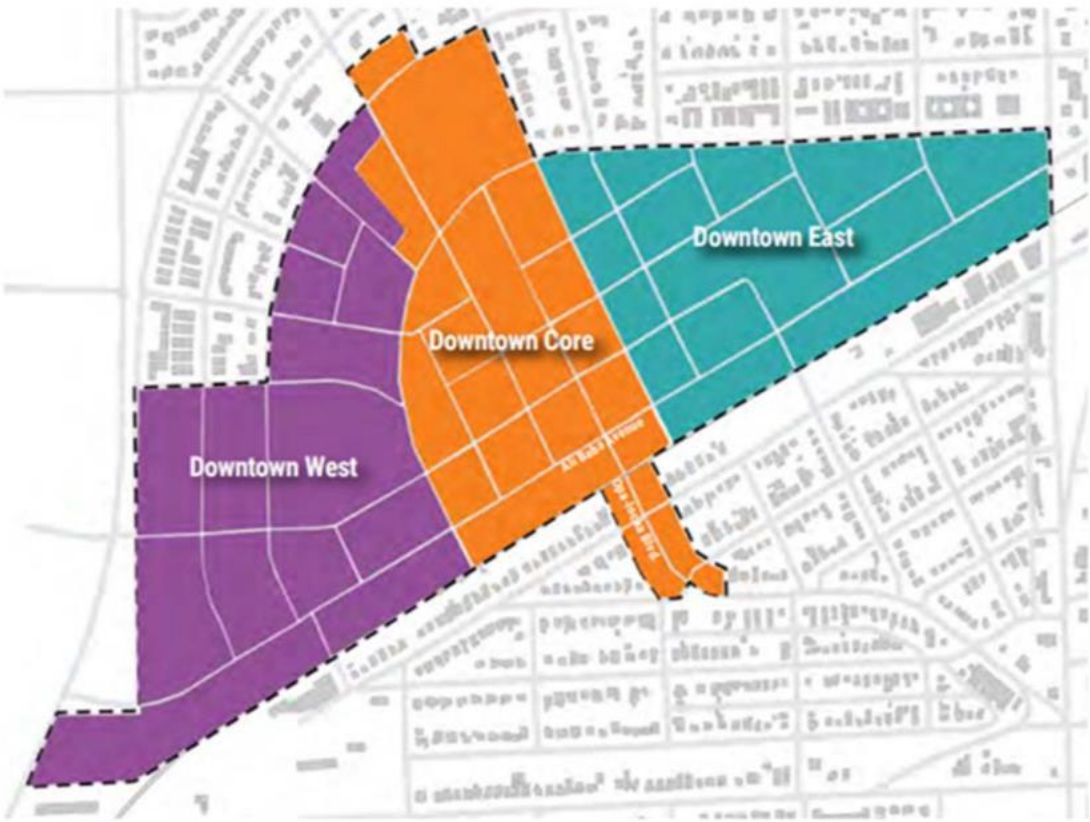


***Figure XX:** Downtown Opa-locka has three complimentary districts. The Downtown Core hosts historic City Hall. However, much of the core is dominated by a mix of strip retail and under-utilized surface parking lots. Source: Downtown Opa-locka Master Plan.*

Design: Opa-locka's core Main Street District (the Downtown Core) is not visible from the city's busiest thoroughfares. The average commuter in the region may not recognize where the Opa- locka Main Street District is located. According to Florida Traffic Online, Ali Baba Avenue is the

3

primary corridor through the core Opa-locka Main Street with 3,900 AADT in 2021. Annual average daily traffic, abbreviated AADT, is a measure used primarily in transportation planning, transportation engineering and retail location selection. Traditionally, it is the total volume of vehicle traffic of a highway or road for a year divided by 365 days. AADT is a simple, but useful, measurement of how busy the road is. Install gateway and/or wayfinding signage at Ali Baba Avenue intersections at NW 27th Avenue and NW 42nd Avenue/NW 37th Avenue Connector. Also install gateway and/or wayfinding signage at Opa-locka Boulevard at NW 27th Avenue, Ali Baba Avenue and Sharazad Boulevard.

***Figure** XX: Consider installing gateway and/or wayfinding signage at the following locations to better direct potential consumers to the core Opa-locka Main Street District.*

***Figure** XX: Wayfinding signage in Tallahassee's Frenchtown community.*

Design: The combination of surface parking lots and roadway design, are a negative to the visual cohesion and sense of place of the Opa-locka Main Street District.

While the historic City Hall building is four blocks north, the intersection of Ali Baba Avenue and Opa-locka Boulevard is the major center point of the Opa-locka Main Street District.

Invest in affordable solutions such as to reinforce the Main Street District's identity and place while also brightening the pedestrian and driver experience. An option could be to focus asphalt art (generally remains for three years subject to traffic volume) at select high profile intersections and cross walk locations. The intent of the project would be to create a safer Opa-locka Boulevard and Ali Baba Avenue within the Main Street District for a more desirable street, increased visibility of pedestrian spaces and crosswalks, while promoting a more walkable public realm. Focus on visual improvement to the following intersections:

- Ali Baba Avenue at Sharazad Boulevard
- Ali Baba Avenue at Opa-locka Boulevard
- Ali Baba Avenue at Codadad Street
- Opa-locka Boulevard at Sharazad Boulevard
- Opa-locka Boulevard at Caliph Street
- Opa-locka Boulevard at Salih Street
- Opa-locka Boulevard at Fisherman Street
- Opa-locka Boulevard at Burlington Street
- Opa-locka Boulevard at Rutland Street

***Figure XX**: A rendering of asphalt art at the intersection of Ali Baba Avenue and Opa-locka Boulevard, from the Downtown Opa-locka Master Plan. Although temporary, asphalt art is a low-hanging strategy to visually create a sense of place within the core area of the Opa-locka Main Street District.*

Design: Implement Section K and L street cross sections of the Opa-locka Downtown Master Plan for Ali Baba Avenue and Opa-locka Boulevard via street through street restriping to create an immediate sense of place for Main Street District core. Use the project as an opportunity to include new mid-block crosswalks and enhanced visual identification of existing crosswalks. Include landscaped media islands and marked crosswalks, as applicable at all major intersections.

***Figure XX:** Implement Street Cross Section Scenarios K and L of the Opa-Locka Downtown Master Plan through street restriping to strengthen the Main Street District's sense of identity and place.*

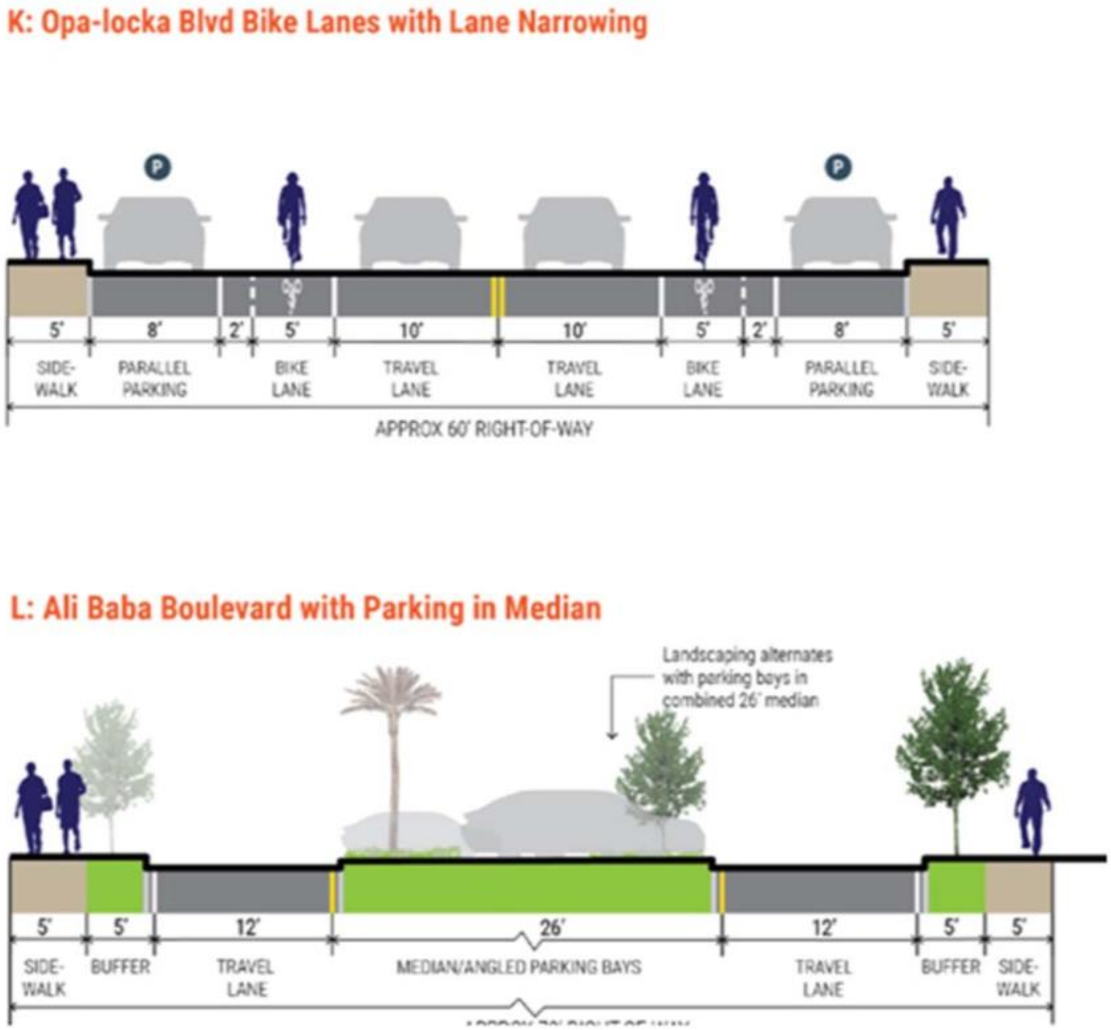


***Figure XX**: Implement Street Cross Section Scenarios K and L of the Opa-Locka Downtown Master Plan through street restriping to strengthen the Main Street District's sense of identity and place.*

Design: Convert the following intersections into four-way stop sign controlled locations, as a means of traffic calming and creating a sense of place within the core of the Main Street District.

- Ali Baba Avenue at Sharazad Boulevard

● Opa-locka Boulevard at Caliph Street
● Opa-locka Boulevard at Salih Street

Figure XX: *Left - The intersection of Opa-locka Boulevard and Caliph Street. Right - San Diego's Gaslamp District is a large-scale pedestrian oriented environment that utilizes four-way stop controlled intersections as a traffic calming method and opportunity to add additional marked crosswalks on each block.*

Design: Heritage trails can be designed to honor local history, generate pedestrian traffic and cultural tourism activities. Create heritage trail, initially beginning with markers focused on sites along Opa-locka Boulevard and Ali Baba Avenue. Expand to additional areas as a part of incremental phases.

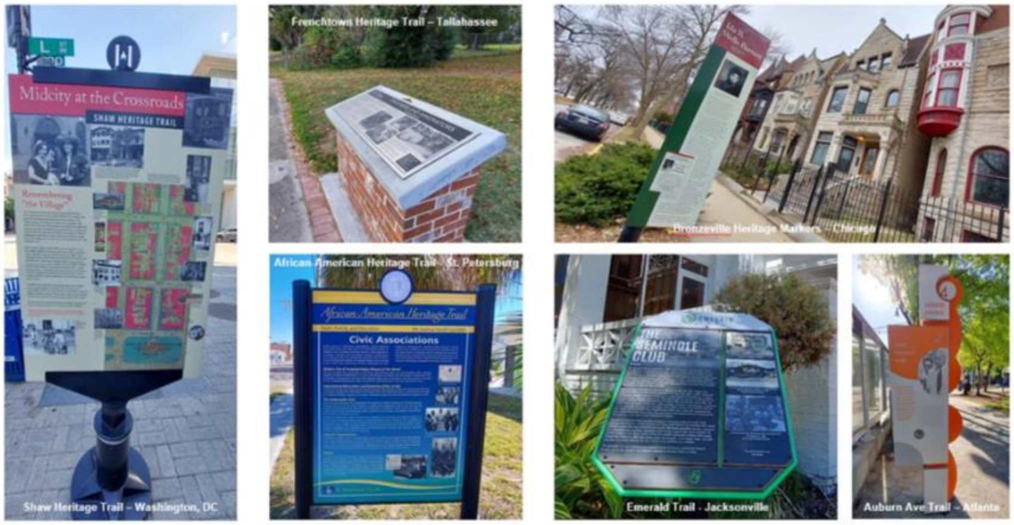


Figure XX: *Examples of heritage trail markers in other historic neighborhoods and commercial districts.*

Design: Install banners on street lights on Ali Baba Avenue (Section L limits) and Opa-locka Boulevard (Section K limits) within the Downtown Core to help create a sense of place.

***Figure** XX: From left to right. Street lights on Opa-locka Boulevard with no banners and banners along Atlanta's Sweet Auburn Avenue and in Tallahassee's Frenchtown neighborhood.*

Additional Design Observations / Recommendations

The following is a summary of observation and recommendations based on our time in the district. The following recommendations are intended to help Opa-locka Main Street and business owners capitalize on financial opportunities to assist with small business growth and restoration and/or adaptive reuse of existing commercial buildings.

Design: Focus on temporary activation of public owned parking lots and parcels at strategic locations for small business development. Initial strategic locations would be public parcels located along Ali Baba Avenue between Sharazad Boulevard and Codadad Street and Opa-locka Blvd between Sharazad Blvd and Rutland Street.

Figure XX: *The Coffee Box (El Paso, TX) and The Court Urban Food Park (Jacksonville, FL) are examples of low cost strategies that activate underutilized surface parking lots and vacant lots.*

Design: There are a number of infill development and/or adaptive reuse projects (i.e. restoration of the old City Hall, City Terrace, etc.) planned within the Downtown Core. In addition, there are
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existing destination businesses (i.e. Juice Defined) seeking an increase in brick and mortar space. Consider strategic partnerships between these businesses and current development projects with commercial space, where destination businesses can serve as retail anchors at strategic locations.

***Figure XX:** Juice Defined is an example of a destination business where exploration of anchoring a larger space within a major project like the restoration of the Opa-locka City Hall building could be considered.*

Design: Explore opportunities to better activate existing spaces (i.e. ground floor of Hurt Building at Ali Baba Avenue/Opa-locka Boulevard intersection) or strengthen existing destinations (i.e branch public library) via relocation to more strategic locations. Better activate strategic existing spaces (i.e. Hurt Building)

***Figure XX:** The Hurt Building is an example of an existing structure that could potentially be better utilized at ground level to activate a key intersection in the center of the Opa-locka Main Street District.*

Design: Designate the entire Main Street area as a part of a National Register of Historic Places Historic District. As a part of the nomination process, make sure that the period of significance is extended to 1975 to include as many buildings that are 50 years and older, as contributing resources to the historic district. Include as many existing commercial buildings within the downtown area as possible within the nomination. All contribution resources will then be eligible for federal tax credits (privately owned revenue producing properties) and grants (nonprofits, local government owned, etc.) for the planning and brick and mortar restoration.

***Figure XX:** Built in 1952, 391 Opa-locka Boulevard is an example of a commercial structure that could financially benefit from being added to the National Register of Historic Places, as a contributing resource to a historic district.*

Design: Although not designed in a Moorish Revival style of architecture, the existing mid-century commercial buildings in the Downtown Core are assets to the Main Street District. In addition, existing businesses such as Chavey Distributors and Ace Hardware are assets to build upon. Consider placemaking opportunities such as facade grants, paint and the addition of business signage to improve the exterior condition of existing businesses and retail storefronts.

***Figure XX:** The revitalization of a neglected commercial district or residential neighborhood often begins with improvements to a single building or storefront. The before and after of a commercial building that participated in [Salt Lake City's Facade Grant Program](#).*

Demographic and Income Profile

780 Fisherman St, Opa Locka, Florida, 33054
Ring: 0.5 mile radius

Prepared by Esri
Latitude: 25.90197
Longitude: -80.25142

Summary	Census 2010	Census 2020	2022	2027
Population	5,166	5,680	5,689	5,632
Households	1,686	2,020	2,022	2,000
Families	1,176	-	1,409	1,397
Average Household Size	3.06	2.81	2.81	2.81
Owner Occupied Housing Units	657	-	576	598
Renter Occupied Housing Units	1,030	-	1,447	1,403
Median Age	34.6	-	37.1	40.2

Trends: 2022-2027 Annual Rate	Area	State	National
Population	-0.20%	0.61%	0.25%
Households	-0.22%	0.62%	0.31%
Families	-0.17%	0.59%	0.28%
Owner HHs	0.75%	0.83%	0.53%
Median Household Income	3.86%	3.75%	3.12%

	2022		2027	
Households by Income	Number	Percent	Number	Percent
<$15,000	747	36.9%	663	33.1%
$15,000 - $24,999	303	15.0%	236	11.8%
$25,000 - $34,999	298	14.7%	273	13.7%
$35,000 - $49,999	85	4.2%	118	5.9%
$50,000 - $74,999	219	10.8%	165	8.2%
$75,000 - $99,999	121	6.0%	116	5.8%
$100,000 - $149,999	183	9.1%	335	16.8%
$150,000 - $199,999	27	1.3%	60	3.0%
$200,000+	38	1.9%	35	1.8%
Median Household Income	$23,194		$28,025	
Average Household Income	$45,427		$56,042	
Per Capita Income	$16,033		$19,773	

	Census 2010		2022		2027	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	391	7.6%	376	6.6%	359	6.4%
5 - 9	353	6.8%	395	6.9%	360	6.4%
10 - 14	353	6.8%	398	7.0%	372	6.6%
15 - 19	384	7.4%	344	6.0%	364	6.5%
20 - 24	387	7.5%	331	5.8%	312	5.5%
25 - 34	742	14.4%	824	14.5%	636	11.3%
35 - 44	628	12.2%	764	13.4%	803	14.3%
45 - 54	778	15.1%	619	10.9%	660	11.7%
55 - 64	565	10.9%	738	13.0%	655	11.6%
65 - 74	345	6.7%	548	9.6%	680	12.1%
75 - 84	202	3.9%	274	4.8%	332	5.9%
85+	40	0.8%	78	1.4%	99	1.8%

	Census 2010		Census 2020		2022		2027	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	2,199	42.6%	1,010	17.8%	950	16.7%	808	14.3%
Black Alone	2,516	48.7%	2,190	38.6%	2,050	36.0%	1,744	31.0%
American Indian Alone	12	0.2%	18	0.3%	18	0.3%	20	0.4%
Asian Alone	13	0.3%	27	0.5%	25	0.4%	24	0.4%
Pacific Islander Alone	2	0.0%	2	0.0%	2	0.0%	2	0.0%
Some Other Race Alone	285	5.5%	766	13.5%	806	14.2%	880	15.6%
Two or More Races	140	2.7%	1,666	29.3%	1,837	32.3%	2,154	38.2%
Hispanic Origin (Any Race)	2,726	52.8%	3,376	59.4%	3,532	62.1%	3,784	67.2%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

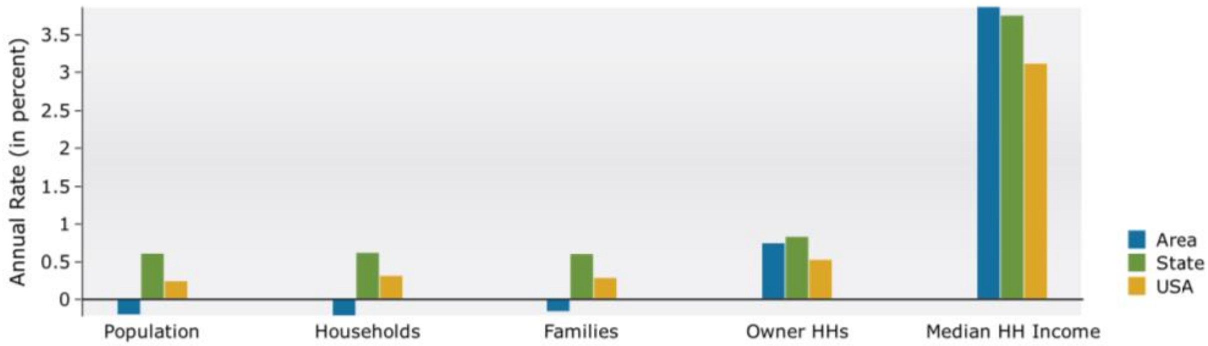
January 24, 2023

Demographic and Income Profile

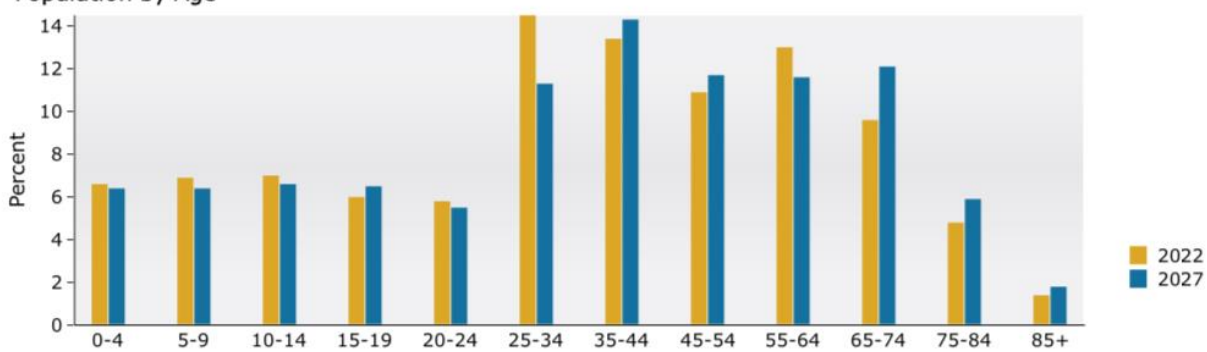
780 Fisherman St, Opa Locka, Florida, 33054
Ring: 0.5 mile radius

Prepared by Esri
Latitude: 25.90197
Longitude: -80.25142

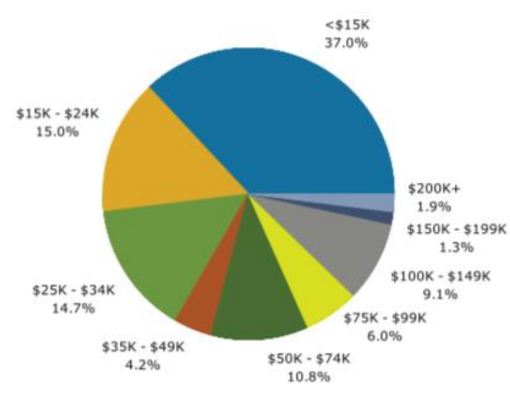
Trends 2022-2027



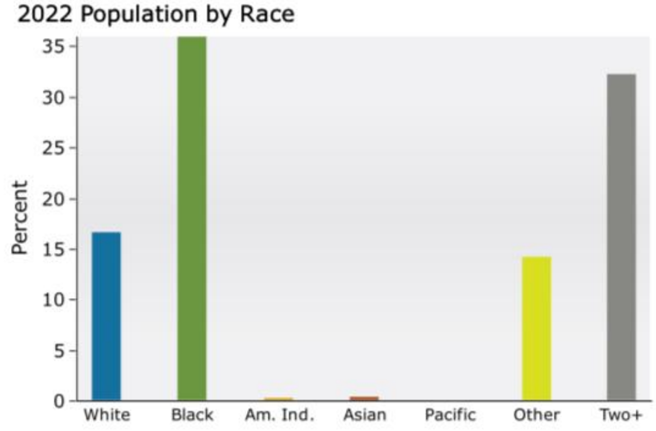
Population by Age



2022 Household Income



2022 Population by Race



2022 Percent Hispanic Origin:62.1%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

January 24, 2023

Main Street Preliminary Budget

Attachment E

	FY 22	FY 23	FY 24
Headcount			
Director	1	1	1
Staff		2	4
Total	1	3	5
Revenue			
City Government	45,454	126,386	162,141
CRA Trust Fund	45,454	126,387	162,140
County Government			
Private/Memberships			
Grants	2,500		100,000
Promotions/Special Events			
Other Revenue			
Total Income	93,408	252,773	424,281
Expense			
Executive Director Salary	45,000	46,350	47,741
Executive Director FICA	3,443	3,546	3,652
Executive Director Other Benefits	5,000	5,250	5,513
Staff Salary	-	70,000	144,200
Staff FICA	-	5,355	11,031
Staff Other Benefits	-	9,000	18,540
Office Operations	3,450	6,000	6,500
Rent	7,500	7,725	7,957
Utilities	2,700	2,781	2,864
Telephone / Internet	1,000	1,500	2,800
Memberships	-	375	400
Insurance (Special Events, D&O)	500	1,500	2,000
Professional Development/Travel	2,665	5,207	5,363
Annual Board Retreats	1,150	1,185	1,220
Design/Incentive Grants	-	30,000	80,000
Promotion/Special Events	10,000	50,000	75,000
Marketing/Website	11,000	7,000	9,500
Economic Vitality			
Total Expense	93,408	252,773	424,281
Net	-	-	-

Main Street Preliminary Budget

Attachment E

	FY 22	FY 23	FY 24
Executive Salary	45,000	46,350	47,741
Executive FICA			
	45,000	46,350	47,741
	7.65%	7.65%	7.65%
	3,443	3,546	3,652
Executive Benefits	5,000	5,250	5,513
Staff Salary			
Number	-	2	4
Average Salary		35,000	36,050
	-	70,000	144,200
Staff FICA			
	-	70,000	144,200
	7.65%	7.65%	7.65%
	-	5,355	11,031
Staff Benefits			
Number	-	2	4
Benefit Cost		4,500	4,635
	-	9,000	18,540
Office Operations			
Computers	1,500	3,000	3,000
Copier / Printer	1,000	1,000	1,000
Supplies / Stationary	700	1,500	1,500
Postage	250	500	1,000
	3,450	6,000	6,500
Rent			
Square Feet	500	500	500
Rent / Square Foot	15.00	15.45	15.91
	7,500	7,725	7,957

Main Street Preliminary Budget
Attachment E

	FY 22	FY 23	FY 24
Utilities			
Water-Sewer (Monthly)	100.00	103.00	106.09
Electricity	125.00	128.75	132.61
Months	12	12	12
	2,700	2,781	2,864
Phone / Internet	1,000	1,500	2,800
Memberships			
National Main Street	-	375	400
Total	-	375	400
Insurance	500	1,500	2,000
Professional Development			
Days Per year	6	12	12
Events Per Year	2	4	4
Hotel Rate	200.00	206.00	212.18
Cost	1,200	2,472	2,546
Meal Rate	65.00	66.95	68.96
Cost	390	803	828
Fee Per Event	400.00	412.00	424.36
	800	1,648	1,697
Millage Per Event	500	500	500
Millage Rate	0.55	0.57	0.58
	275	283	292
Total Professional Development	2,665	5,207	5,363
Annual Board Retreat			
Location	500	515	530
Food / Misc	150	155	159
Speaker	500	515	530
	1,150	1,185	1,220

Main Street Preliminary Budget

Attachment E

	FY 22	FY 23	FY 24
Design/Incentive Grants	-	30,000	80,000
Promotion/Special Events	10,000	50,000	75,000
Marketing / Website			
Marketing	3,000	5,000	7,500
Website	8,000	2,000	2,000
	11,000	7,000	9,500

Memorandum of Understanding
Between
The Opa-Locka Community Redevelopment Agency
and
Greater Miami Service Corps

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into by and between the Opa-Locka Community Redevelopment Agency, hereinafter referred to as "OCRA" And Greater Miami Service Corps, hereinafter referred to as "GMSC".

WHEREAS, the OCRA desires to expend CRA funds towards initiatives benefitting the residents of the City of Opa-Locka within the OCRA area;

WHEREAS, the OCRA desires to enter into the herein-described agreement with GMSC to provide services as set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting work arrangements that both Parties agree shall be necessary to complete said services;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the OCRA and GMSC agree as follows:

PURPOSE

The Parties intend for this MOU to provide the specifics of their roles and responsibilities as required for the implementation of Plant, Paint and Pave Home Renovation Program. Both Parties to this MOU shall coordinate activities and services described under their respective areas of responsibilities.

SCOPE OF WORK- Greater Miami Service Corps

- Engage young people between the ages of 18-24, in meaningful work through the Plant, Paint and Pave Home Renovation Program
- Provide supervision of participants (Members) in the implementation of the project scope of services.
- Conduct Rehab/Beautification on eligible and approved applicants' homes in the Opa-Locka CRA area
- Conduct thorough background of homes submitted to ensure ownership, clear of liens
- Obtain permits through the City of Opa-Locka Building License

- Submit copy of completed Applications to OCRA
- Provide all equipment, transportation, etc., as deemed necessary for the completion of work.

Plant, Paint and Pave Home Rehabilitation Program- OCRA

- Provide list of approved applicants in need of home rehab
- Provide scope of work for homes
- Assist in expediting the issuance of required permits
- Provide storage of materials, if available in location to be determined

PERIOD OF PERFORMANCE

The term of this MOU shall be from June 20, 2023-October 31, 2023

INVOICING

- GMSC agrees to invoice the OCRA within a timely period
- GMSC understands all invoices must be submitted by October 31, 2023.
- The OCRA agrees to pay $10,000.00 per home for Paint, Plant and Pave Home Rehab Services to include providing pressure cleaning, patch or repair to exterior structure concrete, wood repair, and paint. Landscaping will include beautifying the landscape by providing mulching, annual flowers, and similar services as agreed to by each homeowner. Total payment shall not exceed $100,000.00

PAYMENT

- The OCRA agrees to expedite payment monthly

This MOU is entered into:

By: Corion J. DeLaine ______ 6/20/2023______
Date

By: ______ 06/20/2023______
Date

Joanna Flores

From: Robert Anathan
Sent: Tuesday, November 7, 2023 3:12 PM
To: Hunter, Brian
Cc: Jason Walker
Subject: Authorization To Exceed CRA Budget

Brian,

The CRA has a FY 23 audit bill to pay, but is about $3,000 short in the Audit account.

They will be addressing this with a budget amendment resolution in their November 14th meeting.

Request authorization to temporarily turn off the budget checker to begin processing this invoice for payment.

Bob

Bob Anathan
Budget Administrator
ranathan@opalockafl.gov
(305) 953-2868 x1204

The City of Opa-locka
POLICE DEPARTMENT

"Committed to professionalism and community partnership."

CITY OF OPA-LOCKA ENHANCED SERVICES

OPERATIONAL PLAN

SITUATION:

According to the most recent status of the police hiring report, the City of Opa-locka Police Department currently employs 1 sworn officer for every 320 inhabitants. This means that there are 50 times more residents than police officers in the area. This places the City of Opa-locka in the 16 percentile in Miami-Dade County in terms of sworn members per 1,000 inhabitants. The demands of the City of Opa-locka Police Department in comparison to its demographics, require a higher level of service and therefore, a higher ratio of officers to inhabitants.

The City of Opa-locka Community Redevelopment Agency (CRA) boundaries encompass approximately three (3) police zones (1, 2, & 4). Our department normally staffs each zone with 1 officer per zone each shift, for a total of 6 officers in the CRA areas per 24-hour period. Additionally, the Uniform Patrol Division unit has 1 sergeant and 4 officers per shift to patrol the entire 4 zones of the City of Opa-locka. This section should include efforts we have made to increase the "hot spots" for "high visibility."

These 3 zones are plagued by frequent instances of open narcotics activity, aggravated assaults, armed robberies, trespassing, loitering, and prostitution. In addition, these zones experienced an increase in the population of homeless persons resulting in other quality of life issues that are negatively impacting the law-abiding citizen who lives, works, plays, and visits the businesses in the City of Opa-locka CRA area and its surrounding parks and neighborhoods.

An analysis revealed, though widespread, that these incidents are primarily occurring within specific areas of the community. The areas of concern are the area of NW 151 Street northern boundary south to 135 Street. NW 17th Avenue east boundary to NW 42 Avenue west boundary. Based on the analysis, day shift are affected with most of the incidents occurring during the 6:00 a.m. & 6 p.m.

OPA-LOCKA CRA MISSION:

The provision for enhanced police services is a service-oriented effort, in a problem-solving team capacity, to establish and support working partnerships with the City of Opa-locka CRA, residents, business owners, and the homeless outreach programs.

OPA-LOCKA POLICE DEPARTMENT MISSION

It is the mission of the Opa-locka Police Department to provide the highest quality of life for our residents and visitors. The goal of this police-enhanced services operation is to reduce the crimes occurring in the targeted areas, with a goal to prevent, intervene, deter, and apprehend criminals.

City of Opa-locka Police personnel providing enhanced police services pursuant to this operational plan will exercise "zero tolerance" for the duration of this operation within the CRA boundaries. Our intention in the execution of this plan is not to impede upon anyone's civil liberties. Still, we will endeavor to reduce or alleviate the widespread variety of crimes that are occurring within the CRA boundaries. We will identify and engage the criminal element that preys upon residents, business owners, and visitors of this community.

This operational plan will employ a "ZERO TOLERANCE" policy for violations of the "drug-free" zone, with emphasis on the possession and/or sales of narcotics and narcotic paraphernalia, and the unlawful possession of firearms. Zero tolerance means that a violation of the law will be met with a sanction, judging situations on a case-by-case basis. <u>However, those violations of the law that are relative to violent crimes and narcotics activity will be addressed through apprehension.</u>

ACTION PLAN: (RESPONSE)

Community Involvement: Officers will continue to interact with all citizens in the area making positive community contacts, and improving police-citizen relationships, while educating the citizens on the police department's goals and objectives. They will also concentrate on developing solutions to problems in the area and increase trust in the Opa-locka Police Department.

Enforcement: All operations and possible targets will be identified, organized, and approved by the Patrol Division Commander. All personnel assigned to work in this operation pursuant to the Opa-locka CRA agreement for enhanced police services will take orders under the same policy structure and guidelines currently in place by the City of Opa-locka Police Department. All Departmental Orders, Standard Operating Procedures, and policies will apply to all members assigned to work to the Opa-locka CRA enhanced police services agreement. No member of the Opa-locka CRA Board will direct or guide any police action(s) in any manner, or any police officer assigned to the CRA boundaries area pursuant to this enhanced service agreement. Any concerns or issues pertaining to crime or police services within the Opa-locka CRA boundaries area must be directly addressed to the Patrol Division Commander for a determination of proper legal police action.

The Patrol Division Commander's Officers will continue to have a zero-tolerance approach to the criminal element in the area. They will concentrate on arresting all violators of narcotic sales and use in the area, as well as arresting those who trespass and loiter in and around the apartment buildings, houses, and parking lots. Individuals coming into the area to commit crimes and deteriorate the quality of life for those who live in the area will be constantly opposed.

A three-prong approach will be employed to address issues, which currently exist in the community:

*Through consistent and daily proactive enforcement by engaging the street level criminals and providing the homeless with placement through outreach services and assistance programs.
*Establishing greater interaction with the youth through community partnerships and mentoring.
*Educate the community in the operation of police activities.

During the enforcement activities, officers will be highly proactive. The primary goal is to achieve a significant reduction in crimes by deterring social gatherings on street corners and known locations where narcotic sales are known to be conducted and robberies that occur on street corners. The officers will provide a high concentration on the "hot spots" where life-threatening concerns have been identified. The officers will be assigned to specific locations for accountability.

Requesting funding to purchase Video Surveillance & License Plate Reading (LPR) camera equipment will be purchased and installed in strategic CRA areas to monitor through our Real Time Crime Center (RTCC). The vendor Flock Safety is a partner vendor with our current Red-Light Camera Vendor.

All of Flocks Safety products are sold on an annual subscription model and that annual cost includes everything you need to operate the system effectively from hardware, support, LTE charges, unlimited users and Data storage. Flock handles everything from implementation, maintenance, support permitting and project management.

Condor Video plus LPR - $4500 per year with a one-time install fee of $750. No Solar Option. Must be installed on existing city pole or customer provided pole with power available.

Flock will provide the proprietary websites, and equipment that will provide real time monitoring of hot spot areas along with data such as, stolen, wanted, felony, suspect, and vehicles. This equipment can also assist our investigations to narrow possible suspects and vehicles that might have been involved in a crime within the CRA areas.

The equipment has been proven to be invaluable in crime solving and prevention within our city along with assisting other agencies with data linking of suspects committing crimes in surrounding areas.

STAFFING:

COMMANDER: A/Captain Cory Krotenberg

LIEUTENANT: A/Lt. Lawrence Holborow

SUPERVISOR: 1 SGT (T.B.A.)

PERSONNEL: 4 Police Officers (T.B.A.)

EVENT DATE: November 15, 2023

LOCATION: CRA Zone

UNIFORM: Class "B"

EVENT TIME: T.B.A.

ROLL CALL TIME: T.B.A.

COMMUNICATION: MDPD Northwest District frequency

PAYROLL CODE: City of Opa-locka Finance Department

CONTINGENCY PLAN:

Should an emergency arise, personnel are to respond as emergency backup to render assistance. If more officers are required, the supervisor shall contact request additional officers from surrounding municipal agencies as well as MDPD.

EMERGENCY ACTION PLAN:

In the event an injury occurs to an officer or prisoner, Miami-Dade Fire Rescue (MDFR) will be requested. In the case of an escaped prisoner, the officer will immediately advise the dispatcher so that a perimeter can be established. The on duty shift supervisor will also be immediately notified, and the sergeant will assume the role as scene commander of any perimeter or scene until a higher-ranking officer assumes command. Current emergency guidelines are to be followed using the Incident Command System should any

incident evolve into a critical incident. An Incident Commander shall be immediately recognized and assume command and a command post established.

PREPARED AND APPROVED BY: ______________________
A/Captain Marcos Gonzalez

DIVISION COMMANDER: ____________________________
A/Captain Cory Krotenberg

CHIEF OF POLICE: __________________________________
Kenneth D. Ottley