City of Opa-locka

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

COMMUNITY REDEVELOPMENT AGENCY
Agenda

Thursday, September 26, 2024
6:00 PM

<u>Opa-Locka CRA Board</u>
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
September 26, 2024
6:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **MOMENT OF SILENCE:**

4. **PLEDGE OF ALLEGIANCE:**

5. **ADD-ON ITEM(S)**

6. **APPROVAL OF MINUTES:**

   OCRA 7/9/24 MEETING MINUTES

7. **PUBLIC COMMENTS:**

8. **RESOLUTIONS:**

   1. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE “COMMERCIAL REHABILITATION PROGRAM” FOR PROPERTY LOCATED AT 1100 ALI BABA AVENUE (DC2WIN RESTAURANT), AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

   2. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE “COMMERCIAL REHABILITATION PROGRAM” FOR PROPERTY LOCATED AT 800 ALI BABA AVENUE (BC PRINT SHOP), AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

3. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 800 ALI BABA AVENUE (BC PRINT SHOP), PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

4. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 901 SALIH ST, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

5. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 1100 ALI BABA AVENUE (DC2WIN RESTAURANT), PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

6. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 14532 NW 26th AVENUE (TOMMY CYCLE), PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

7. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPEMENT 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, 2024 AND ENDING SEPTEMBER 30, 2025, 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

8. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR THE ENGAGEMENT OF CONTRACTOR EMPLOYEES PURSUANT TO THE APPROVED FISCAL BUDGET OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AND ADMINISTRATIVE OFFICE AND PROJECT MANAGEMENT FUNCTIONS, IN AMOUNT NOT TO EXCEED CERTAIN BUDGETARY ALLOCATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

9. DISCUSSION ITEMS:

10. BOARD COMMENTS:

11. ADJOURNMENT:

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

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

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

DRAFT

MEETING MINUTES
CITY OF OPA-LOCKA
COMMUNITY REDEVELOPMENT AGENCY
JULY 9, 2024, 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 6:09 p.m.

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. Also present were CRA Executive Director Jason Walker, Board Attorney Marlon Hill, and Board Clerk Peggy Joseph.

Absent Board Members: Board Member Dr. Sherelean Bass.

3. MOMENT OF SILENCE:

Board Member Taylor gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

All present stood for the Pledge of Allegiance.

5. ADD-ON ITEMS:

CRA Executive Director Jason Walker noted that there are a number of items the Board may wish to add to tonight's Agenda, including:

- Update on Police grant to fund purchase of cameras
- Update on a new Code Enforcement Officer
- Update on stormwater cleaning within the CRA
- Update on CRA participation in the City's parks improvement plan

- Update on the purchase of property at 2140 Ali Baba Avenue and 3119 Opa-locka Boulevard

It was determined that Mr. Walker would provide the Board with brief updates on these issues under Discussion Items.

6. **APPROVAL OF MINUTES:**

- **OCRA Minutes 5/14/24**

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

7. **PUBLIC COMMENTS:**

At this time Chair Russell opened public comment.

City Commissioner Audrey Dominguez, 1147 Jann Avenue, requested clarification of how long it takes for funds to be allocated to a particular use once the CRA Board has approved those funds. She explained that at the May 2024 meeting, the Board approved $25,000 for the demolition of buildings, and she wished to know whether or not these funds have been disbursed.

Mr. Walker stated that a check was cut for these funds on the previous Thursday.

Commissioner Dominguez pointed out that the development of the Rose Tydus Prayer Garden was approved over one year ago at a cost of roughly $50,000, and asked why it has taken so long to proceed with that project. She stated that the former City Commissioner has looked forward to the development of this garden for some time.

Chair Russell advised that this project will be addressed under Resolutions, and requested that the Executive Director provide more information at that time.

With no other individuals wishing to speak at this time, Chair Russell closed public comment.

8. **RESOLUTIONS:**

   1. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO SEEK PERMISSION AND AUTHORITY FROM THE CITY OF OPA-LOCKA TO PERFORM CERTAIN IMPROVEMENTS TO THE ROSE TYDUS PRAYER GARDEN OF UP TO A TOTAL OF $60,000 AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE**

THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

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

Mr. Walker reported that the City of Opa-locka has named a portion of a City park in honor of former City Commissioner Rose Tydus. In June or July 2023, an agreement was formalized between the CRA and Fairchild Tropical Gardens to plant a butterfly garden in this space at a cost of $50,000, and a Resolution was passed to proceed with the project; however, additional work needed to be done before Fairchild could move forward with the planting. This work included the installation of pavers, irrigation, electricity, and repair of a fountain.

Because there had been no discussion of a budget for this work, neither the City nor the CRA had anticipated these additional costs when they signed the agreement with Fairchild Tropical Gardens. Mr. Walker also pointed out that the park space was City property rather than CRA property. The CRA has discussed options with City administration, including the option of the CRA providing funds to the City for this work or the City allowing the CRA to make the improvements in City park space.

On July 1, 2024, the CRA received a letter from the City Manager granting the CRA authority to make the necessary improvements to the park space. Mr. Walker advised that he felt the CRA may be able to do some of the planting as well as making the improvements. He expected that they can break ground in two weeks if the Item is approved tonight.

Mr. Walker concluded that once the improvements have been made, he will contact Fairchild Tropical Gardens so they can begin work. He expected the cost of planting to come in at or below approximately $60,000.

Board Member Kelley advised that he has received inquiries from residents regarding the time it has taken to begin work on the garden, and was pleased that progress would be made. He asked if the CRA will monitor the costs of the garden. Mr. Walker stated that he would provide information on the total cost at the next scheduled meeting. He added that it may be possible for all the work on the garden to be accomplished for approximately $60,000.

Board Member Kelley expressed concern with maintenance of the garden once it is complete, noting that it is located on City property. Mr. Walker replied that because the CRA is funding the capital improvement to the garden, they will be allowed to maintain it as well. This will require an agreement between the CRA and the City.

Board Member Kelley asked if this additional negotiation with the City would require an amendment to the Resolution. Board Attorney Marlon Hill suggested that the Board approve the Resolution before them with the caveat that approval is conditional upon securing some type of maintenance commitment through discussion with the City Manager. The Executive Director can then report back to the Board on this additional discussion.

Board Member Kelley expressed concern that waiting for approval from the City could add more time to the process of creating the garden. He concluded that he would like the Executive Director to discuss a maintenance agreement and its costs with the City Manager and report this information back to the Board.

Board Member Taylor requested clarification of whether the CRA or the City will facilitate the work on the garden. Mr. Walker advised that the CRA will do the work, as confirmed by the email from the City Manager granting them permission. Board Member Taylor suggested that the CRA may wish to draft a Memorandum of Understanding (MOU) with the City which specifies the permission given to the CRA.

Board Member Taylor also asked if the passage of the Resolution as presented would allow the MOU to come back to the CRA Board for approval. Attorney Hill confirmed this. Board Member Taylor stated that he would like the MOU to include the scope of work, pricing, and the specific responsibilities of both the CRA and the City. Attorney Hill also confirmed that the Resolution will allow the Executive Director to begin advancing the project, communicate with the City, secure the MOU, and bring the MOU back on the next CRA Board Agenda.

Chair Russell expressed concern with the amount of money the CRA may be allocating toward the garden, and asked if Mr. Walker expected to decrease the amount of the contract with Fairchild Tropical Gardens. She noted that the scope of the project has expanded beyond the CRA's original $60,000 estimate. Mr. Walker stated that if the total cost of the project is expected to exceed $50,000, including pre-planting work, he would bring it back before the Board.

Board Member Taylor asserted that the CRA should not maintain the property, suggesting instead that the City be responsible for its maintenance once the CRA has beautified the space. Board Member Ervin also pointed out that the City is currently maintaining the space where the garden will be constructed.

Chair Russell proposed that the CRA establish a plan for the garden and let the City know what they are willing to do to assist with the maintenance. Board Member Kelley explained that he was not certain the City would maintain the garden properly, which was why he had expressed interest in preparing a maintenance agreement.

Vice Chair Williams proposed that the CRA show its commitment to the garden by assuming responsibility for its maintenance for a certain period of time, particularly if the Board is concerned the City may not maintain the site properly.

Mr. Walker recalled that the Board has previously discussed hiring a dedicated cleanup team consisting of 10 Opa-locka residents, who would be paid $15/hour and would work Monday through Friday. He pointed out, however, that he would prefer to pay an outside agency to hire and oversee this team rather than having the CRA manage the service. He suggested that maintenance of the garden could be included in that cleanup team's responsibilities.

Mr. Walker continued that he has already received sufficient permission through the City's email to be comfortable proceeding with work on the garden site. He reiterated that he expected work to begin within two weeks, after which time he would return to the Board with an MOU outlining the scope of the improvements and the maintenance. He concluded that he has spoken with former City Commissioner Rose Tydus to inform her that action would soon be taken on the garden.

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

2. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR THAT CERTAIN PROPERTY LOCATED AT 901 SALIH STREET AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

Mr. Walker explained that this Item addresses an application for the Commercial Rehabilitation Program by the New Generation Missionary Baptist Church. The church applied for the grant to improve an annex by adding a small movie theater and meeting space.

Mr. Walker continued that the project is expected to cost slightly more than the quotes received by the church and more than the CRA is willing to spend. The program would provide funds to clean the space and prepare plans to determine what can be done. The expenditure would be up to a maximum of $100,000.

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

Board Member Ervin requested additional information about the application. Mr. Walker advised that the maximum amount for the program per recipient was intended to be $100,000, but noted that some projects are estimated to cost less than expected. He planned to bring all applications before the Board for approval, and if a project is estimated to cost more than $100,000, the Board would be informed of why it would be necessary to exceed the maximum.

Mr. Walker continued that the church has received an estimate on the cost of the improvements, but the CRA has not yet had an estimate. He added that he did not want to waste additional time, as the application has been awaiting approval for a couple of months. Once cleanup is complete, he would bring back a more accurate estimate of the cost of improvements.

It was further clarified that the annex building is owned by the same property owner as the church, but is a separate property.

Board Member Taylor recommended that the CRA require an agreement from the property owner that once work on the building is complete, the facility should be accessible to the community. Mr. Walker confirmed that this is part of the agreement.

Board Member Ervin stated that she felt all the entities helped by the Commercial Rehabilitation Program should be required to maintain ownership of the property for a certain number of years. This would prevent a business from improving their property with CRA dollars and then selling the property. Chair Russell recommended a period of five years. Mr. Walker replied that this can be added to the agreements for the program.

Board Member Kelley suggested a longer period of time in which the participating property owner would need to maintain ownership of the building. He expressed concern that this is not currently stated within the agreement, and proposed that it be added, along with the requirement that the building be accessible to the community.

Chair Russell indicated she was willing to accept a time frame of seven years, as proposed by Board Member Kelley. She requested clarification of how this might be added to the Resolution. Attorney Hill replied that this was likely to be done through a restrictive covenant, which would be brought back to the Board at a later time.

The Board members indicated consensus with a time frame of seven years to be added to the contract. Mr. Walker confirmed this would be done.

Board Member Ervin proposed that the length of time an owner must retain ownership of the building could be contingent upon the amount of money invested through the Commercial Rehabilitation Program by the CRA.

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

3. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING AN AMENDMENT TO THE OPA-LOCKA COMMUNITY**

REDEVELOPMENT AGENCY'S GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, IN THE REALLOCATION OF SALARIED POSITIONS TO PROFESSIONAL SERVICES, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID AMENDED 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

Mr. Walker explained that this Item would move funds from the budget line item for salaried positions to the line item for professional consultants. He recalled that when he had first assumed the role of Executive Director, he had attempted to bring on 1099 employees as a cost saving measure. These employees would not accrue costs such as health insurance or other benefits.

Mr. Walker continued that the 1099 employees work as contractors, which means the funds budgeted for their salaries must be moved to the professional services line item. He added that he would bring the fiscal year (FY) 2024-2025 CRA budget back to the Board next month and review it in greater depth, including how to move forward with the positions of Executive Director, CRA Manager, Project Manager, and Administrative Assistant. The CRA will budget for these positions on a six-month basis.

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

4. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR PROPERTY LOCATED AT 14532 NW 26TH AVE AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**

Mr. Walker stated that this Resolution addresses another application to the Commercial Rehabilitation Program. The business is Tommy Cycle, which is seeking funds to improve signage, re-pave the parking lot, paint the exterior of the building, and improve doors, awnings, and the drainage system. The estimated cost of these improvements is roughly $30,000 to $35,000.

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

Board Member Kelley noted that while the improvements are estimated at $30,000 to $35,000, the Resolution requests the $100,000 maximum. Mr. Walker replied that the requested amount can be lowered to $45,000.

Mr. Walker explained that the Commercial Rehabilitation Program selected 10 properties, for which a maximum of $100,000 was budgeted. This was the reason why every property is listed as requesting $100,000. He reiterated that some of the properties would come in at a significantly lower cost.

Board Member Kelley suggested that if the costs are expected to be lower, he would recommend requesting a maximum of $50,000 for that program. Mr. Walker agreed that this could be done.

Board Member Kelley also requested confirmation that signage recognizing the CRA's contribution would be posted on the properties they assist. Mr. Walker replied that roughly $7000 was spent on these signs, adding that the CRA will also need to make an investment toward posting them. The signs are currently in storage. Board Member Kelley strongly emphasized the importance of showing the work that is being done toward both homes and businesses in the CRA.

Board Member Kelley stated that he would like his **motion** to reflect this amendment to the Resolution. It was clarified that the total amount cited in the Resolution would be amended from up to $100,000 to up to $50,000.

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

9. DISCUSSION ITEMS:

1. OPENING BANK ACCOUNT FOR OCRA PROJECTS

Mr. Walker recalled that most of the CRA's new programs were brought forward in early 2024. The CRA is currently in the process of implementing the programs. State oversight has made it difficult to ensure payment to participants and contractors participating in these programs. The CRA does not have a credit or debit card, and reimbursement of expenses has been an issue.

Mr. Walker continued that Opa-locka's City Manager must approve the CRA's requests, and the City's Procurement Director must approve any purchase orders. Invoices must be approved by a representative of the State Oversight Board and are then sent to Tallahassee for additional approval from the Governor's Office. These four approvals are required before any payments can be made. Finally, the City only writes checks one day per week. These conditions make for a lengthy process when payment is required.

Mr. Walker explained that he has spoken with the City Manager as well as representatives of the State Oversight Board to determine how this can be addressed. The suggested solution is that while multiple approvals will still be required, the CRA will have its own bank account and checkbook. Board signatures will be required for any check. This will mean that once the four approvals are secured, the CRA does not have to wait until the City writes a check, but can process their own check in the CRA office.

Mr. Walker advised that because there is no written proposal at the moment, he is not asking the Board to approve establishing a bank account for CRA projects: he is requesting the members' feedback on the process. If the Board wishes to approve the process, he will bring back a plan at the next meeting.

Board Member Kelley asked if there have been discussions with the City and state regarding the approval process. Mr. Walker confirmed this, recalling that before he began working with the City, the CRA was already interested in selecting its own accountant and bookkeeper.

Mr. Walker continued that the CRA would only request that the City advance them a portion of funds so they can cover the costs of CRA projects. This would not mean that the CRA would be responsible for all their funds, but would have access to the funds to pay contractors who work on CRA projects. He would be responsible for writing these checks, which would be co-signed by a member of the Board.

Board Member Kelley requested additional information on how funds would be advanced from the City to the CRA. Mr. Walker explained that he would ask the City to advance a certain amount of the CRA's money into the account to cover the costs of projects. The City would transfer this amount from the $6 million they are holding for the CRA into the CRA's account.

Mr. Walker emphasized that a check written from the CRA's account will still be subject to the approval process by the City and state. Once these approvals have been secured, if the CRA writes its own checks whenever invoices are paid, this will result in a more expedient process to get projects off the ground.

Board Member Taylor requested clarification that the CRA's funds are currently separate from City funds. Mr. Walker confirmed this. Board Member Taylor asked why the account in which those funds are held cannot have its own checkbook and credit card, which would still be subject to the approval process. He pointed out that asking the City to transfer CRA money into a CRA account would add another level of approval. He suggested that the City place all CRA funds into a single account and allow one signatory of checks to be from the City while the other is from the CRA.

Board Member Taylor added that he would also like to see the CRA's financial reports, including how much is in their account.

Board Member Ervin stated that she agreed with Board Member Taylor, as having the City transfer CRA money into a CRA account would take additional time. Putting all CRA dollars into a CRA account would give the CRA the ability to cut its own checks when needed.

Board Member Williams did not agree with Board Member Taylor's suggestion, pointing out that she was not comfortable with the proposed process. She felt the Executive Director's proposal would allow the CRA to move faster to fund its projects.

Mr. Walker further clarified that he would most likely ask the City to place, for example, $1 million in a CRA account, as this was the total amount allocated for the Commercial Rehabilitation Program. This would place the necessary funds in the CRA's hands so participants can be reimbursed and/or contractors paid.

Mr. Walker added that when he had spoken with the City Manager and with representatives of the State Oversight Board, those individuals had indicated that establishing a CRA account was a possibility. They had acknowledged the CRA's frustration with the process, and indicated that the Board should come up with a plan for them to review and approve.

Board Member Kelley requested clarification of how quickly this plan could be put into place if it is brought back to the next Board meeting and approved at that time. He estimated that it would be August 2024 before the plan can roll out. He agreed with Mr. Walker's proposal of putting roughly $1 million in a CRA account.

Board Member Kelley continued that while he would be comfortable having the Executive Director as a signatory for CRA checks, he was concerned with having a Board member or members as signatories. Mr. Walker explained that it would be a requirement for one Board member to be a second signatory: a bank would not approve this type of account unless a Board member must also sign checks. This would also mean the Board signatory would have to be bonded.

Board Member Kelley confirmed that he was in favor of opening a CRA bank account and having the City transfer a greater amount of funds in the account for CRA use. He suggested that Mr. Walker bring back at least two possible scenarios on how to implement the account and expend the funds within the community.

Chair Russell stated that she was concerned with the signing process for checks, recalling that both she and Vice Chair Williams had been required to go through a Level 2 background check with Miami-Dade County before their appointment to the Board. She also expressed concern that the Board does not see regular financial reports, as they did in the past. The Board also does not know the exact amount coming to the CRA, nor the amount of these funds that is kept by the City.

Mr. Walker stated that he would provide a financial update to the Board members at their next meeting, noting that the CRA has spent very little money thus far. He added that the CRA's funds in the bank match the results of its audit.

Chair Russell asserted that when findings were made for the CRA at a previous audit, it was not the CRA's fault, as they did not control their own money. She emphasized the need to ensure the CRA responds appropriately to those findings, and asked if establishing a CRA bank account would also be subject to review during the City's audit as well as at the CRA's own separate audit.

Mr. Walker recalled that the CRA's annual financial audit is conducted separately from the City's audit. The CRA's money is also separate from City funds. He explained that because the City oversees the CRA's money, findings against the City may be reflected in the CRA audit as well.

Chair Russell stated that the Executive Director should bring back a proposal for how to establish a CRA bank account so the Board members can discuss it in greater detail. She requested that she would also like to see itemized CRA financial reports reflecting specific line item expenses. Mr. Walker confirmed that this would be done.

Board Member Kelley requested updates on at least some of the items Mr. Walker had mentioned at the beginning of the meeting, including the proposed new Code Officer, the Police grant program to fund the purchase of cameras, and the CRA's involvement in the City's parks improvement plan.

Mr. Walker reported that he met with the City Manager on July 1, 2024. He characterized this meeting as productive. Items discussed at that meeting included the addition of a Code Enforcement Officer position, which the CRA Board had approved in March. He has since met with the City's Human Resources Director and determined how this position can be added as quickly as possible. The City has already hired one new Officer and plans to hire another.

Mr. Walker continued that the City will draft a proposal for how the CRA can fund the Code Enforcement Officer position. The CRA will wholly fund this position, including purchase of a vehicle and uniform as well as paying benefits along with salary. The new Officer will sign an annual contract with the CRA. This position will be an annual reimbursable expense, although the expense will be greater during the first year as the CRA purchases necessary equipment. The City will provide the CRA Board with a proposal for the position, and the Board will approve the amount to be transferred to the City to fund the position. The Officer will work exclusively within the CRA.

Board Member Kelley expressed concern that it has taken so long to see any movement on the Code Enforcement Officer position. He was also concerned with the City's indication that they will hire an individual who interviewed for a Code Officer position with the City, as the CRA-funded Officer will be working strictly within the CRA.

Board Member Kelley strongly emphasized that the Executive Director and the Board members should pay close attention to the new Code Officer position to ensure that that individual is working only within the CRA. He also recommended that the vehicle for the CRA's Code Enforcement Officer be marked to identify it separately from Code Enforcement vehicles outside the CRA.

Mr. Walker advised that the Code Officer would submit regular monthly reports on their activity. He and the CRA Board would receive these reports. Board Member Kelley advised that he would like to see these reports more often than once per month, suggesting that they be submitted once every two weeks.

Chair Russell asked who would be directly responsible for the CRA Code Enforcement Officer. Mr. Walker replied that the Officer would report to the Code Enforcement Director. Chair Russell stated that since the CRA is paying for the position, the Officer should report to the CRA Executive Director, or to a representative of the CRA. She added that she shared Board Member Kelley's concern that the Officer remain within the CRA.

Mr. Walker clarified that the new Officer would be working for the City, although they would be funded by the CRA. He also pointed out that he is not trained as a Code Enforcement Director. The CRA will have input on what the Officer does through the Director. Chair Russell emphasized the importance of ensuring the CRA's relationship with the City is going in the right direction.

Mr. Walker also cautioned that there may be times when the City needs the CRA Code Enforcement Officer to work outside the boundaries of the CRA. The CRA would be notified when this happens. Chair Russell recommended that the CRA's agreement with the City reflect this.

Mr. Walker next addressed the CRA's participation in the City's parks improvement plan, explaining that at present the City is working to develop this plan. He recalled that the CRA has contributed $50,000 to this plan in a previous year. He also pointed out that the CRA may not contribute to a capital project that is already in the City's plan.

Mr. Walker continued that if the CRA Board wishes to contribute toward improving the City's parks, they will need to have some type of direction from the City regarding how this can be done. He concluded that he felt the CRA can contribute toward park improvements, as there is no formal City plan thus far.

Board Member Kelley noted that there may be opportunities within the CRA boundaries to implement a park or green space that has not been previously considered. Mr. Walker noted that there are four City parks, with Sherbondy Park and Ingram Park located within the CRA. He felt the CRA has the financial capacity to improve one or both of these parks if they wish, and confirmed that this would be within the CRA's purview.

Mr. Walker continued that the CRA has not spent a great deal of funds in fiscal year (FY) 2024, which means those funds will roll over into FY 2025. The CRA will also receive its FY 2025 funds in October. This means the CRA may make a commitment to Ingram Park if they wish. These improvements may be as simple as refurbishing railings and sports locations or planting trees.

Board Member Kelley stated that he wished to meet with Mr. Walker to discuss actions that can be brought before and implemented by the CRA. Chair Russell added that she has seen examples of what other CRAs have achieved for their parks and suggested that the CRA consider funding roadway improvements to facilitate park access.

Mr. Walker cited an example of investments into a park which led to greater development in the surrounding community, and pointed out that the CRA's Charter gives them the ability to invest in park improvements. He suggested that the Board may make a commitment of up to $2 million to improve Ingram Park.

Board Member Ervin emphasized the importance of making the right type of quality investments in the park which can last for more than just a few years.

Mr. Walker continued that he is still working toward the purchase of 3119 Opa-locka Boulevard. The owner of the property has signed the contract and the purchase is currently in its due diligence phase. Regarding the property at 2145 Ali Baba Avenue, environmental issues have been identified at that site and the CRA was granted an extension to look into this further. Mr. Walker expected both of the properties to be under CRA control within the next 30 days, and prospective tenants of the properties are being interviewed. He strongly recommended that the Board select tenants with whom they want to work, as permitted under CRA rules.

Board Member Williams recalled that she has previously met with individuals who could create an artscape or mural at one of the CRA's parks, and suggested that this be revisited in the future. She proposed a Moorish design as one option for this beautification project.

Board Member Williams also noted that there have been previous discussions about CRA marketing. She suggested the CRA may wish to consider "piggybacking" on a City contract with a marketing firm so the work for both entities can be aligned.

Mr. Walker noted that before he was hired, the CRA had contracted with a marketing firm called Blueprint Creative Agency, which performed some work for the CRA for approximately two months. The contract has since been put on hold, as the CRA did not have anything to market at that time.

Board Member Williams recommended consideration of creating a website. Mr. Walker advised that the CRA currently has a website with the City as well as one with Civic Plus. He recalled that Blueprint did some work on the Civic Plus website, and concluded that the CRA is currently working with information technology staff to consolidate these websites into a single site.

Board Member Ervin stated that she would like information on the former restaurant properties to be disseminated to residents within Opa-locka so they have the first opportunity to occupy those properties. She also asked for more information on business grants within the CRA. Mr. Walker replied that there is a “micro-grant” program which can provide up to $35,000 for businesses. These funds can be used toward employment for a new business, lease space, build-outs, improvements, and more. At present there have been four to five applicants for this program. More information is available on the website.

Board Member Ervin also requested clarification of whether or not the CRA’s rental assistance program remains in effect. Mr. Walker confirmed that while the City’s rental assistance program has expired, the CRA’s program still exists.

Mr. Walker also reported that the CRA now has a cell phone number which will be publicized along with the office number. Both numbers will be made available to the public. The cell phone number is (786) 978-3813.

10. BOARD COMMENTS

Board member Ervin thanked Mr. Walker for the work he has done toward the CRA’s success.

Chair Russell also stated that the public can now see some of the work that is being done by the CRA, and recognized Mr. Walker and CRA Staff for their efforts.

11. ADJOURNMENT

The meeting was adjourned at 8:18 p.m.

ATTEST:

____
Marlon A. Hill, Esq. Board Attorney

Peggy Joseph, CRA Board Clerk

Jannie Russell, CRA Board Chair

RESOLUTION NO. 24-_________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR PROPERTY LOCATED AT 1100 ALI BABA AVENUE, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; 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 community;

WHEREAS, certain property owners own and control real property located at 1100 Ali Baba Avenue in the City of Opa-Locka, Florida, within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property"); and

WHEREAS, the City shall seek a license from the Licensed Property owners to grant authority to the OCRA and the OCRA's authorized contractors and consultants to enter into the Licensed Property for the purpose of conducting certain commercial property improvements (the "Commercial Property Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED, that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. Licensed Property Improvements: The City shall seek a license from the Licensed Property to permit the CRA to conduct certain commercial property improvements for the renovation of the Licensed Property of up to a total of $100,000.00.

Section 3. Contractors: The CRA shall seek engagement of qualified contractors to deliver services for the Commercial Property Improvements.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of August, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Peggy Joseph
OCRA Clerk

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) ____________

LICENSE AGREEMENT BETWEEN LORENZO PLAZA, INC., A FLORIDA CORPORATION AND THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY FOR THE CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the 29th day of August 2024 ("Effective Date"), between LORENZO PLAZA, INC., a Florida corporation (hereinafter "PROPERTY OWNER") and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "OCRA").

W I T N E S S E T H:

WHEREAS, Property Owner owns and controls real property that is located at 1100 Ali Baba Ave., Opa-Locka, Florida, which is within the OCRA's Community Redevelopment Area (the "Licensed Property"); and

WHEREAS, the Property Owner desires to enter into this Agreement in order to grant the OCRA a license to have the OCRA and the OCRA's authorized contractors and consultants to enter into the Licensed Property for the purpose of constructing façade improvements as specifically detailed in Exhibit "A," which is attached hereto and incorporated herein by reference (the "Façade Improvements"); and

WHEREAS, the Property Owner approves the Façade Improvements as detailed in Exhibit "A," and specifically authorizes the OCRA and its authorized contractors and consultants to enter into the Licensed Property; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the CRA's Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual covenants, promises, agreements herein contained, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. Pursuant to the terms and conditions of this Agreement, the PROPERTY OWNER grants the OCRA a license to enter onto the Licensed Property for the purposes of constructing improvements to the Licensed Property's façade, as more fully depicted in Exhibit "A," which is attached hereto and incorporated herein by reference. The list of authorized contractors and consultants who will perform the Façade Improvements is attached hereto as Exhibit "B," which is incorporated herein by reference. Subsequent to the execution of this Agreement, the Parties shall mutually agree to the Façade Improvements and authorized contractors and consultants to

performance of such Façade Improvements and incorporate the details of the same by reference in Exhibits “A” and “B”.

3. Through the execution of this Agreement, the Property Owner unconditionally, and freely grants the OCRA the license, and authorizes the OCRA, its contractors and consultants to enter onto the property to perform the work to install the Façade Improvements.

4. The Licensed Property, subject to this Agreement, consists of all the property identified in Exhibit “A,” which is attached hereto and incorporated herein by reference.

5. The OCRA’s contractors’ and consultants’ use of any portion of the Licensed Property shall take place only between the hours of 7:00 am to 6:00 pm, Monday through Friday, and is subject to the following:

5.1 It shall be the OCRA’s responsibility and obligation to ensure that the Licensed Property is stabilized so as to be able to accept the expected weight and resulting stresses of the materials, debris, equipment, and machinery to be used by the OCRA on the Licensed Property, so that such materials, debris, equipment, and machinery can be installed safely and as intended.

5.2 All personnel of OCRA and any contractors which at any time use the Licensed Property shall be suitably trained in safety and precautionary techniques and procedures. All use of the Licensed Property shall be conducted in a safe manner. Appropriate supervisory personnel and contractors shall be on the Licensed Property at any time that any debris, equipment, or machinery is moving thereon, and active supervision shall take place during such periods.

5.3 PROPERTY OWNER agrees that all personal property and materials placed upon the Licensed Property shall remain the property of the PROPERTY OWNER, and once a final inspection is performed and completed that the PROPERTY OWNER shall be responsible for the maintenance and replacement of the Façade Improvements. OCRA shall have no responsibility or liability for damage to the real property and Façade Improvements.

5.4 PROPERTY OWNER agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the OCRA harmless for any claims, damages, costs, or liabilities, with respect to any activity on the Licensed Property pursuant to this Agreement.

5.5 Any contractor utilizing the Licensed Property shall indemnify, and hold the PROPERTY OWNER and the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney’s fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property. Any contractor utilizing the Licensed Property shall provide appropriate insurance acceptable to the OCRA naming the OCRA and the Property Owner as additional insureds.

5.6 The PROPERTY OWNER and any contractor utilizing the OCRA property in conjunction with the of the Licensed Property agrees not to cause or permit any Hazardous Materials to be disposed of, on, in, under or about the Licensed Property, and the OCRA shall insure that no refueling of any gasoline or diesel products, as well as the storage or placement of any Hazardous Materials will take place on the Licensed Property. The OCRA and its contractors utilizing the Licensed Property shall not discharge Hazardous Materials or wastes into or through any sanitary sewer or trash facilities serving the Licensed Property.

6. The license under the terms of this Agreement shall terminate no later than December 31, 2024, unless sooner terminated as provided herein. The PROPERTY OWNER or the OCRA may terminate this Agreement or any specific license for convenience upon fourteen (14) days prior written notice to the other party. Upon the termination of the license, PROPERTY OWNER shall be responsible for the improvements on the Licensed Property, unless otherwise agreed to by the parties.

7. Termination/Default. If the PROPERTY OWNER fails to perform or observe any of the material terms and conditions of this Agreement for a period of seven (7) calendar days following receipt of written notice, the OCRA may terminate this Agreement and remove any stored property or remediate any property conditions. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

8. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Miami-Dade County, Florida. **BY ENTERING INTO THIS AGREEMENT, PROPERTY OWNER AND OCRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Any contractor utilizing the Licensed Property shall indemnify, and hold the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property.

10. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice.

PROPERTY OWNER: Lorenzo Plaza, Inc
1100 Ali Baba Ave.
Opa-locka, FL 33054
Telephone No. (786) 251- 6604

OPA-LOCKA CRA: Jason Walker, Executive Director
Opa-Locka CRA
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054
Telephone No. (561) 493-2550

Copy to: Marlon Hill, General Counsel
2800 Ponce de Leon Blvd., 12th Floor
Coral Gables, FL 33134
Telephone No. (305) 854-0800
Facsimile No. (305) 854-3323

11. Neither the PROPERTY OWNER nor the OCRA shall assign or transfer any rights or interest in this Agreement.

12. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition, or election but the same shall continue and remain in full force and effect.

13. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

14. 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.

15. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the PROPERTY OWNER and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

PROPERTY OWNER

LORENZO PLAZA, INC., a Florida corporation

Signed by:

By: Antoliano R. Lorenzo

B6ED8C5BF889443...

Name: Antoliano R Lorenzo

Title: President

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

Signed by:

BY: Jason Walker

FEFA81B4E1154E9...

Jason Walker, Executive Director

ATTEST:

Signed by:

Peggy Joseph

FE6FDA5220034AC...

Peggy Joseph

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

DocuSigned by:

Marlon Hill

DB766BE90415412...

Marlon Hill, Esquire as General Counsel

EXHIBIT "A"

DETAILS OF IMPROVEMENTS TO LICENSED PROPERTY
(Attach plans, drawings, specifications)

(To be provided as mutually agreed by both Parties)

EXHIBIT "B"

LIST OF CONTRACTORS AND CONSULTANTS WORKING ON PROPERTY

(To be provided as mutually agreed by both Parties)

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 09/13/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 1100 Ali Baba Ave

Introduction

This memorandum serves to provide an overview and justification for the proposed Resolution which authorizes the Executive Director to enter into a license agreement under the “Commercial Rehabilitation Program” for the property located at 1100 Ali Baba Ave. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is dedicated to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 1100 Ali Baba Ave as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program."

Key Points of the Resolution

- **Property Location and Purpose:** The resolution pertains to the property located at 1100 Ali Baba Ave, Opa-Locka, Florida. The purpose of the license agreement is to authorize the CRA and its designated contractors to conduct commercial property improvements on the said property.
- **License Agreement:** The resolution authorizes the Executive Director to seek a license from the property owners granting the CRA access to the property for improvement activities. This agreement is crucial for implementing the planned rehabilitation projects.
- **Commercial Property Improvements:** The improvements will be carried out to enhance the commercial viability and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.
- **Consistency with Redevelopment Plan:** The proposed improvements are consistent with the CRA’s Redevelopment Plan and the requirements of Chapter

163 of the Florida Statutes. The program supports both municipal and public purposes by fostering economic development and community revitalization.

- **Contractor Engagement:** The resolution also mandates the engagement of qualified contractors to ensure the successful execution of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a license agreement for the property at 1100 Ali Baba Ave will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve the Resolution authorizing the Executive Director to enter into a license agreement for the property at 1100 Ali Baba Ave and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 24-_________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL REHABILITATION PROGRAM" FOR PROPERTY LOCATED AT 800 ALI BABA AVENUE, AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; 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 community;

WHEREAS, certain property owners own and control real property located at 800 Ali Baba Avenue in the City of Opa-Locka, Florida, within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property"); and

WHEREAS, the City shall seek a license from the Licensed Property owners to grant authority to the OCRA and the OCRA's authorized contractors and consultants to enter into the Licensed Property for the purpose of conducting certain commercial property improvements (the "Commercial Property Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED, that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. Licensed Property Improvements: The City shall seek a license from the Licensed Property to permit the CRA to conduct certain commercial property improvements for the renovation of the Licensed Property of up to a total of $100,000.00.

Section 3. Contractors: The CRA shall seek engagement of qualified contractors to deliver services for the Commercial Property Improvements.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of August, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
Peggy Joseph
OCRA Clerk

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) ____________

LICENSE AGREEMENT BETWEEN SYBLE WATSON
AND
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
FOR THE
CONSTRUCTION OF FAÇADE IMPROVEMENTS

This License Agreement (hereinafter "Agreement") is made the 19th day of July 2024 ("Effective Date"), between Syble Watson (hereinafter "PROPERTY OWNER") and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "OCRA").

W I T N E S S E T H:

WHEREAS, Property Owner owns and controls real property that is located at 800 Ali Baba Ave, Opa-Locka, Florida, which is within the OCRA's Community Redevelopment Area (the "Licensed Property"); and

WHEREAS, the Property Owner desires to enter into this Agreement in order grant the OCRA a license to have the OCRA and the OCRA's authorized contractors and consultants to enter into the Licensed Property for the purpose of constructing façade improvements as specifically detailed in Exhibit "A," which is attached hereto and incorporated herein by reference (the "Façade Improvements"); and

WHEREAS, the Property Owner approves the Façade Improvements as detailed in Exhibit "A," and specifically authorizes the OCRA and its authorized contractors and consultants to enter into the Licensed Property; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the CRA's Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual covenants, promises, agreements herein contained, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. Pursuant to the terms and conditions of this Agreement, the PROPERTY OWNER grants the OCRA a license to enter onto the Licensed Property for the purposes of constructing improvements to the Licensed Property's façade, as more fully depicted in Exhibit "A," which is attached hereto and incorporated herein by reference. The list of authorized contractors and consultants who will perform the Façade Improvements is attached hereto as Exhibit "B," which is incorporated herein by reference.

3. Through the execution of this Agreement, the Property Owner unconditionally, and freely grants the OCRA the license, and authorizes the OCRA, its contractors and consultants to enter onto the property to perform the work to install the Façade Improvements.

4. The Licensed Property, subject to this Agreement, consists of all the property identified in Exhibit "A," which is attached hereto and incorporated herein by reference.

5. The OCRA's contractors' and consultants' use of any portion of the Licensed Property shall take place only between the hours of 7:00 am to 6:00 pm, Monday through Friday, and is subject to the following:

5.1 It shall be the OCRA's responsibility and obligation to ensure that the Licensed Property is stabilized so as to be able to accept the expected weight and resulting stresses of the materials, debris, equipment, and machinery to be used by the OCRA on the Licensed Property, so that such materials, debris, equipment, and machinery can be installed safely and as intended.

5.2 All personnel of OCRA and any contractors which at any time use the Licensed Property shall be suitably trained in safety and precautionary techniques and procedures. All use of the Licensed Property shall be conducted in a safe manner. Appropriate supervisory personnel and contractors shall be on the Licensed Property at any time that any debris, equipment, or machinery is moving thereon, and active supervision shall take place during such periods.

5.3 PROPERTY OWNER agrees that all personal property and materials placed upon the Licensed Property shall remain the property of the PROPERTY OWNER, and once a final inspection is performed and completed that the PROPERTY OWNER shall be responsible for the maintenance and replacement of the Façade Improvements. OCRA shall have no responsibility or liability for damage to the real property and Façade Improvements.

5.4 PROPERTY OWNER agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the OCRA harmless for any claims, damages, costs, or liabilities, with respect to any activity on the Licensed Property pursuant to this Agreement.

5.5 Any contractor utilizing the Licensed Property shall indemnify, and hold the PROPERTY OWNER and the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property. Any contractor utilizing the Licensed Property shall provide appropriate insurance acceptable to the OCRA naming the OCRA and the Property Owner as additional insureds.

5.6 The PROPERTY OWNER and any contractor utilizing the OCRA property in conjunction with the of the Licensed Property agrees not to cause or permit any Hazardous Materials to be disposed of, on, in, under or about the Licensed Property, and the OCRA shall insure that no refueling of any gasoline or diesel products, as well as the storage or placement of any Hazardous Materials will take place on the Licensed Property. The OCRA and its contractors utilizing the Licensed Property shall not discharge Hazardous Materials or wastes into or through any sanitary sewer or trash facilities serving the Licensed Property.

6. The license under the terms of this Agreement shall terminate no later than December 31, 2024, unless sooner terminated as provided herein. The PROPERTY OWNER or the OCRA may terminate this Agreement or any specific license for convenience upon fourteen (14) days prior written notice to the other party. Upon the termination of the license, PROPERTY OWNER shall be responsible for the improvements on the Licensed Property, unless otherwise agreed to by the parties.

7. Termination/Default. If the PROPERTY OWNER fails to perform or observe any of the material terms and conditions of this Agreement for a period of seven (7) calendar days following receipt of written notice, the OCRA may terminate this Agreement and remove any stored property or remediate any property conditions. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

8. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Miami-Dade County, Florida. **BY ENTERING INTO THIS AGREEMENT, PROPERTY OWNER AND OCRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Any contractor utilizing the Licensed Property shall indemnify, and hold the OCRA harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property.

10. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice.

PROPERTY OWNER: Syble Watson_________
800 Ali Baba Ave___________
Opa-locka, FL 33054_____________
Telephone No. (305) 490-3658__

OPA-LOCKA CRA:	Jason Walker, Executive Director Opa-Locka CRA 780 Fisherman Street, 4th Floor Opa-Locka, Florida 33054 Telephone No. (561) 493-2550
Copy to:	Marlon Hill, General Counsel 2800 Ponce de Leon Blvd., 12th Floor Coral Gables, FL 33134 Telephone No. (305) 854-0800 Facsimile No. (305) 854-3323

11. Neither the PROPERTY OWNER nor the OCRA shall assign or transfer any rights or interest in this Agreement.

12. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition, or election but the same shall continue and remain in full force and effect.

13. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

14. 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.

15. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the PROPERTY OWNER and the OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

PROPERTY OWNER

DocuSigned by:
S L Watson
A97D6ED286A047A...
Syble Watson 7/25/2024

OPA-LOCKA COMMUNITY
REDEVELOPMENT AGENCY

DocuSigned by:
BY: Jason Walker
FEFA81B4E1154E9...
Jason Walker, Executive Director 7/19/2024

ATTEST:
DocuSigned by:
Peggy Joseph
FE6FDA5220034AC...
Print Name: Peggy Joseph 7/29/2024

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:
DocuSigned by:
Marlon Hill
DB766BE90415412...
Marlon Hill, as General Counsel 7/19/2024

EXHIBIT "A"

DETAILS OF IMPROVEMENTS TO LICENSED PROPERTY
(Attach plans, drawings, specifications)

EXHIBIT "B"

LIST OF CONTRACTORS AND CONSULTANTS WORKING ON PROPERTY

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 09/13/2024

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 800 Ali Baba Ave

Introduction

This memorandum serves to provide an overview and justification for the proposed Resolution which authorizes the Executive Director to enter into a license agreement under the “Commercial Rehabilitation Program” for the property located at 800 Ali Baba Ave. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is dedicated to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 800 Ali Baba Ave as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program."

Key Points of the Resolution

- **Property Location and Purpose**: The resolution pertains to the property located at 800 Ali Baba Ave, Opa-Locka, Florida. The purpose of the license agreement is to authorize the CRA and its designated contractors to conduct commercial property improvements on the said property.
- **License Agreement**: The resolution authorizes the Executive Director to seek a license from the property owners granting the CRA access to the property for improvement activities. This agreement is crucial for implementing the planned rehabilitation projects.
- **Commercial Property Improvements**: The improvements will be carried out to enhance the commercial viability and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.
- **Consistency with Redevelopment Plan**: The proposed improvements are consistent with the CRA’s Redevelopment Plan and the requirements of Chapter

163 of the Florida Statutes. The program supports both municipal and public purposes by fostering economic development and community revitalization.

- **Contractor Engagement**: The resolution also mandates the engagement of qualified contractors to ensure the successful execution of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The funding for this program will come from budget line item 515544 - Commercial Grants.

Conclusion

The adoption of the Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a license agreement for the property at 800 Ali Baba Ave will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

RESOLUTION NO. <u>24-   </u>

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 800 ALI BABA AVENUE, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Redevelopment Agency ("OCRA") is committed to the revitalization and sustainable development of the Opa-Locka community;

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program.

WHEREAS, the OCRA shall identify certain property owners of real property located in the City of Opa-Locka, Florida (the "City") within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property") to secure respective license agreements for the authority to access such properties for the performance of project management services and constructing façade improvements (the "Façade Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED, that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

<u>Section 1.</u> The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies the facilitation and execution of the Façade Grant Project Design and Management Services Agreement with Bertran Walthour for the management and construction of the Façade Improvements at 800 Ali Baba Avenue, in an amount not to exceed a total of $_______________.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of_______________, 2024.

____
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) ____________

AGREEMENT
Between
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA)
And
WAlthour Enterprise LLC
for
OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

This is an Agreement between: The **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, a Dependent Special District of the City of Opa-Locka, FL hereinafter referred to as **"OWNER" OR "OCRA",**

AND

Walthour's Enterprise LLC its successors and assigns, hereinafter referred to as **"PROJECT MANAGER".**

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OCRA and PROJECT MANAGER agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 AGREEMENT: The written agreement between OCRA and PROJECT MANAGER covering the Work to be performed, and all amendments, modifications and supplements issued on or after the effective date of this Agreement.

1.2 CHANGE ORDER: A written directive issued on or after the effective date of the Agreement by the OCRA and PROJECT MANAGER ordering an addition, deletion, or revision in the Scope of Work or change in the Contract Time or Contract Price.

1.3 BOARD: Governing Board of the Opa-Locka Community Redevelopment Agency

1.4 CITY OF OPA-LOCKA: A Municipal Corporation in the State of Florida.

1.5 CONTRACT ADMINISTRATOR. Whenever the term Contract Administrator is used herein, it is intended to mean the Executive Director of the OCRA or their designee. In the administration, of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.6 CONTRACTOR: The person, firm, corporation or other entity that enters into an agreement with the OCRA to perform the construction works for the Project.

1.7 OCRA: The Opa-Locka Community Redevelopment Agency

1.8 NOTICE TO PROCEED: A written Notice to Proceed issued by the OCRA.

1.9 PROJECT: Provide professional project manager services for work to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program. A copy of the OCRA Commercial Façade Improvement Grant Program Guidelines is attached hereto as Exhibit "A." **ARE THERE ANY GUIDELINES?**

1.10 PROJECT MANAGER: Wa Hhoue's EnTerprise LLC is the PROJECT MANAGER selected to perform this Agreement.

ARTICLE 2

SCOPE OF SERVICES

2.1 The PROJECT MANAGER agrees that this is a non-exclusive agreement and the basic Services shall consist of the work set forth in negotiated task orders based on the fee schedule in "Exhibit B – Façade Grant Deliverables and Rate Schedule," and any other contract documents attached hereto and made a part hereof.

2.2 The PROJECT MANAGER agrees to meet with the OCRA at reasonable times and with reasonable notice.

2.3 The PROJECT MANAGER shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally utilized by project managers performing the same or similar services under the same or similar circumstances in the State of Florida.

2.4 The PROJECT MANAGER agrees to provide services to qualified participants in the PROJECT. As part of the Scope of Services, the PROJECT MANAGER agrees to provide designs for facades for commercial properties within the OCRA's Redevelopment Area. The designs will include an orthographic elevation (based on site-documented dimensions) one three-dimensional view and basic site plan that indicates any proposed front setback improvements at the ground level, such as benches, landscaping and other site work. The PROJECT MANAGER agrees to meet with the owners of the selected commercial properties prior to commencing the façade design work.

2.5 The PROJECT MANAGER shall serve as the project coordinator and work with contractors and suppliers to perform the construction of the approved design at the properties eligible for the OCRA Façade Improvement Grant Program. The OCRA shall provide the PROJECT MANAGER with the locations of the properties that will be eligible for the OCRA Façade Improvement Grant Program.

ARTICLE 3

TIME FOR PERFORMANCE

3.1 The PROJECT MANAGER shall perform the services described in the contract documents and task orders based on the timeframes agreed upon for each task assigned.

3.2 Prior to beginning the performance of any services under this Agreement, PROJECT MANAGER must receive a written Notice to Proceed. The PROJECT MANAGER must receive the approval of the Contract Administrator in writing prior to beginning the performance of services in any subsequent Phases of this Agreement. Prior to granting approval for the PROJECT MANAGER to proceed to a subsequent phase, the Contract Administrator may at his sole option require the PROJECT MANAGER to submit documents and drawings for his review and/or approval.

3.3 In the event PROJECT MANAGER is unable to complete the above services because of delays resulting from untimely review and approval by the OCRA and other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the PROJECT MANAGER. OCRA may grant a reasonable extension of time for the completion of work. It shall be the responsibility of the PROJECT MANAGER to notify the OCRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the OCRA of all facts and details related to the delay.

3.4 The original term of this agreement is for three (3) years with an option to renew for one (1) additional two (2) year term providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 OCRA agrees to pay PROJECT MANAGER as compensation for its services under the terms of this Agreement pursuant to the Rate Schedule, which is attached hereto as Exhibit "B," and incorporated herein by reference. The compensation to provide the consultant services including labor and indirect costs shall be for an agreed upon amount paid in accordance with the amounts as set forth in Exhibit "B." No changes to the fee schedule shall be permitted without the prior written approval of the Contract Administrator. The amount to be paid to the PROJECT MANAGER shall not exceed $ 20% . Prior to incurring any fees which will be in excess of the not to exceed amount, the OCRA Board will need to approve an amendment to this Agreement, which shall be executed by both parties.

4.2 REIMBURSABLES:

(a) Cost of printing drawings and specifications which are required by or of PROJECT MANAGER to deliver services set forth in this Agreement and which are in addition to those required by this Agreement.

(b) A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks or other evidence of payment. Local travel to and from the job site will not be reimbursed.

4.3 METHOD OF BILLING AND PAYMENT

(a) PROJECT MANAGER may submit an invoice upon the completion of the Scope of Services for each property selected for the PROJECT. However, requests for payment shall not be made more frequently than a monthly basis.

(b) OCRA agrees that it will make it best efforts to pay PROJECT MANAGER within (30) calendar days of receipt of PROJECT MANAGER'S statement as provided above.

4.4 Payment will be made to PROJECT MANAGER at:

____

____

____

____

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The OCRA, without invalidating this Agreement, may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.2 The Board prior to execution of such work shall approve all additional services and changes in Scope of Work.

5.3 Notwithstanding the above paragraph, additional services which, individually or when cumulatively added to the amounts authorized pursuant to prior change orders for this project, increase the cost of the work to the OCRA not in excess of ten percent (10%)

or $25,000, whichever is lesser, may be approved by signed approval of the Executive Director of the Board of Commissioners of the OCRA.

5.4 No claim against OCRA for extra work in furtherance of a Change Order shall be allowed unless prior approval pursuant to this article has been obtained. Unless otherwise provided for, the Contract Price and Contract Time shall be changed only by Change Order or written amendment by the Board.

ARTICLE 6

OCRA'S RESPONSIBILITIES

6.1 Assist PROJECT MANAGER, by placing at their disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

6.2 Furnish to PROJECT MANAGER, when available, such data as required for performance of PROJECT MANAGER'S basic services including property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations unless such data is to be furnished by the PROJECT MANAGER. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

6.3 Arrange for access to and make all provisions for PROJECT MANAGER to enter upon public and private property as required for PROJECT MANAGER to perform its services.

6.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROJECT MANAGER, obtain advise of an attorney, insurance counselor and other consultants as OCRA deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROJECT MANAGER.

6.5 Give prompt written notice to PROJECT MANAGER whenever the OCRA observes or otherwise becomes aware of any development that affects the scope or timing of PROJECT MANAGER'S services.

ARTICLE 7
MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided with this Agreement are and shall remain the property of the OCRA whether

the PROJECT for which they are made is executed or not. The PROJECT MANAGER agrees that the entity that obtains the OCRA's grant funds for the façade improvement may utilize the conceptual drawings and related materials for their own use. The PROJECT MANAGER agrees to assign the copyright or other ownership rights to the entity receiving the OCRA's grant funds for purposes of permitting the entity to complete the design and construct the façade improvements being paid, in part, with the OCRA's grant funds.

The PROJECT MANAGER assumes no liability for the use of the conceptual drawings and related materials following delivery of the drawings and materials to the entity receiving the OCRA's grant funds.

7.2 TERMINATION

This Agreement may be terminated by either party for cause, or by the OCRA by convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the PROJECT MANAGER shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. In the event that the PROJECT MANAGER abandons this Agreement or causes it to be terminated, he shall indemnify the OCRA against any loss pertaining to this termination up to a maximum of 1.3 times the full contract fee amount. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PROJECT MANAGER shall become the property of the OCRA and shall be delivered by PROJECT MANAGER to the OCRA upon payment by the OCRA for all services performed by the PROJECT MANAGER.

7.3 RECORDS

PROJECT MANAGER shall keep such records and accounts and require any and all consultants and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which PROJECT MANAGER expects to be reimbursed. 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 three (3) years after the completion of all work to be performed pursuant to this Agreement. 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.

7.4 EQUAL OPPORTUNITY EMPLOYMENT

PROJECT MANAGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race. Color, religion, sex, age or national origin. This provision shall include, but riot be limited to

employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

7.5 NO CONTINGENT FEE

PROJECT MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PROJECT MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for PROJECT MANAGER 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.

7.6 SUBCONTRACTORS

In the event the PROJECT MANAGER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, PROJECT MANAGER must secure the prior written approval of the Contract Administrator or his designee.

7.7 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by PROJECT MANAGER, without the prior written consent of the OCRA; however, the agreement shall run to the and its successors.

7.8 INDEMNIFICATION

(a) PROJECT MANAGER will indemnify and defend the OCRA's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omissions, or willful misconduct of the PROJECT MANAGER under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the OCRA or claims that fall under Workers Compensation Coverage.

(b) Both parties agree that the OCRA shall pay to the PROJECT MANAGER one hundred dollars ($100.00) in consideration for the PROJECT MANAGER agreeing to indemnify the OCRA as provided under this contract.

(c) The above indemnity is a business understanding between the parties and applied to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of

action. Parties mean the OCRA and the PROJECT MANAGER and their officers, employees, agents, affiliates, and subcontractors.

(d) The execution of this Agreement by PROJECT MANAGER shall obligate PROJECT MANAGER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below in Article 8.9.

7.9 INSURANCE

PROJECT MANAGER shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance that will assure to OCRA the protection contained in the foregoing indemnification undertaken by PROJECT MANAGER. The Comprehensive General Liability policy shall clearly identify the foregoing indemnification as insured under this section. United States treasury approved companies authorized to do business in the State of Florida shall issue such policy or policies. PROJECT MANAGER shall specifically name the OCRA as additional insured under the Comprehensive General Liability insurance policy hereinafter described.

The Professional Liability policy or certificate shall reference this project by endorsement.

(a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars ($500,000) to assure the OCRA the indemnification specified in Article 8.8.

(b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

Employers Liability with a limit of $100,000 each accident.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty days (30 days) notice of cancellation and/or restriction.

(c) Comprehensive General Liability with minimum limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors

Broad Form Property Damage

Broad Form Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The OCRA and the City of Opa-Locka are to be included as "Additional Insured" with respect to liability arising out of operations performed for OCRA by or on behalf of PROJECT MANAGER or acts or omissions of PROJECT MANAGER in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

(d) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office and must include:

Owned vehicles
Hired and non-owned vehicles
Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

(e) PROJECT MANAGER shall provide to the OCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The OCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that OCRA shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.10 REPRESENTATION

(a) It is recognized that questions in the day-to-day conduct of the PROJECT will arise. Mr. Jason Walker, Interim Executive Director (or designee) is designated as the OCRA's representative/agent to whom all communication on the day-to-day conduct of the Project shall be addressed.

(b) PROJECT MANAGER shall inform the Director in writing of the representative of PROJECT MANAGER to whom matters involving the conduct of the PROJECT shall be addressed.

7.11 ATTORNEYS FEES, JURISDICTION AND VENUE

(a) If the OCRA incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, PROJECT MANAGER agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the PROJECT MANAGER'S work.

(b) This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

(c) Waiver of Jury Trial. OCRA and PROJECT MANAGER hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

7.12 NO WAIVER

No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

7.13 ALL PRIOR AGREEMENTS SUPERCEDED

This document incorporates and includes all prior negotiations, correspondence. conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modifications amendment or alteration in the terms or, conditions contained herein, shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.

7.14 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR OCRA:

Mr. Jason Walker, Interim Executive Director
Opa-Locka Community Redevelopment Agency
5790 Opa-Locka Boulevard
Opa-Locka, FL 33063

FOR PROJECT MANAGER:
Bertram Walthour
____
____

7.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PROJECT MANAGER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the OCRA determines the additions to the contract price were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.

7.16 NON-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

7.17 PROJECT MANAGER DELIVERABLES (TYPICAL):

For purposes of this Agreement, PROJECT MANAGER shall provide the deliverables as specified in the PROJECT MANAGER's proposal which is attached hereto as Exhibit "B," and incorporated herein by reference.

7.18 THIRD PARTIES:

The services to be performed by PROJECT MANAGER are intended solely for the benefit of the OCRA. No person or entity not a signatory to this Agreement shall be entitles to

rely on the PROJECT MANAGER's performance of its services hereunder, and no right to assert a claim against the PROJECT MANAGER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the PROJECT MANAGER's services hereunder.

7.19 PROJECT MANAGER will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all with Title 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract. OCRA will not be responsible for monitoring PROJECT MANAGER'S compliance with any laws or regulations.

7.20 SCRUTINIZED COMPANIES:

In accordance with section 278.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
(b) One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.73, Florida Statutes; or

ii. Is engaged in business operations in Syria.

(c) The PROJECT MANAGER, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

(d) The OCRA shall reserve the right to terminate this contract if the PROJECT MANAGER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7.21 NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing contained herein is intended to service as a waiver of sovereign immunity by the OCRA or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

7.22 REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Opa-Locka will apply to any resulting award of contract.

PUBLIC RECORDS: The PROJECT MANAGER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

A. Keep and maintain public records required by the OCRA to perform the service.

B. Upon request from the OCRA'S custodian of public records, provide the OCRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. 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 term and following completion of the Agreement if the PROJECT MANAGER does not transfer the records to the OCRA.

D. Upon completion of the Agreement, transfer, at no cost, to the OCRA all public records in possession of the PROJECT MANAGER or keep and maintain public records required by the OCRA to perform the service. If the PROJECT MANAGER transfers all public records to the OCRA upon completion of the Agreement, the PROJECT MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROJECT MANAGER keeps and maintains public records upon completion of the Agreement, the PROJECT MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OCRA, upon request from the OCRA'S custodian of public records, in a format that is compatible with the information technology systems of the OCRA.

E. **IF THE PROJECT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(305) ________________
E-mail address: ____________________
Mailing address:

____

____

7.23 E-VERIFY

(a) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

(b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(c) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

(d) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-Locka; and

(e) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the OCRA as a result of the termination.

IN WITNESS WHEREOF, the parties have made and executed the Agreement on the respective dates under each signature; OCRA through its Executive Director and Steven Fett Project managerure, Inc. signing by and through its representatives is duly authorized to execute same.

PROJECT MANAGER

By: Walthour's Enterprise LLC
Print Name: Bertran Walthour
Title: President

26 day of July, 2024

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

By: ____________________
Jason Walker, Executive Director

______ day of ______________, 2024

APPROVED AS TO FORM:

____
Marlon Hill, OCRA Board Attorney

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 09/13/2024

Subject: Resolution: Authorization to Enter into a Project Management License Agreement for Bubblegum Creations Printshop

Introduction

This memorandum provides an overview and justification for the proposed Resolution which authorizes the Executive Director to enter into a Project Management agreement under the “Commercial Rehabilitation Program” for the property located at 800 Ali Baba Ave, operated by Bubblegum Creations Printshop. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 800 Ali Baba Ave as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program." Bubblegum Creations Printshop, located at this address, has been selected for this project, with Walthour Enterprise as the Project Manager.

Key Points of the Resolution

- **Property Location and Purpose:** The resolution pertains to the property located at 800 Ali Baba Ave, Opa-Locka, Florida. The purpose of the agreement is to authorize the CRA and its designated project manager, Walthour Enterprise, to oversee and coordinate commercial property improvements on the said property.
- **Project Management Agreement:** The resolution authorizes the Executive Director to enter into an agreement with Walthour Enterprise to provide comprehensive project management services for the rehabilitation activities. This agreement is crucial for implementing the planned improvements effectively and efficiently.

Memorandum

- **Commercial Property Improvements:** The project management services will ensure that the improvements are carried out to enhance the commercial viability and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.
- **Consistency with Redevelopment Plan:** The proposed project management services are consistent with the CRA's Redevelopment Plan and the requirements of Chapter 163 of the Florida Statutes. The program supports both municipal and public purposes by fostering economic development and community revitalization.
- **Engagement of Project Manager:** The resolution mandates the engagement of Walthour Enterprise as the project manager to ensure the successful execution and coordination of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The funding for this program will come from budget line item 515340 – Other Contracted Services.

Conclusion

The adoption of this Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a project management agreement for the property at 800 Ali Baba Ave will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve the Resolution authorizing the Executive Director to enter into a project management agreement for the property at 800 Ali Baba Ave with Walthour Enterprise and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 24-_________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 901 SALIH ST PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Redevelopment Agency ("OCRA") is committed to the revitalization and sustainable development of the Opa-Locka community;

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program.

WHEREAS, the OCRA shall identify certain property owners of real property located in the City of Opa-Locka, Florida (the "City") within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property") to secure respective license agreements for the authority to access such properties for the performance of project management services and constructing façade improvements (the "Façade Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED, that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies the facilitation and execution of the Façade Grant Project Design and Management Services Agreement with Bertran Walthour for the management and construction of the Façade Improvements at 901 SALIH ST, in an amount not to exceed a total of $20,000.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
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) ____________

AGREEMENT
Between
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA)
And
Walthour Enterprise LLC
for
OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

This is an Agreement between: The **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, a Dependent Special District of the City of Opa-Locka, FL hereinafter referred to as **"OWNER" OR "OCRA",**

AND

Bertran Walthour its successors and assigns, hereinafter referred to as **"PROJECT MANAGER".**

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OCRA and PROJECT MANAGER agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 AGREEMENT: The written agreement between OCRA and PROJECT MANAGER covering the Work to be performed, and all amendments, modifications and supplements issued on or after the effective date of this Agreement.

1.2 CHANGE ORDER: A written directive issued on or after the effective date of the Agreement by the OCRA and PROJECT MANAGER ordering an addition, deletion, or revision in the Scope of Work or change in the Contract Time or Contract Price.

1.3 BOARD: Governing Board of the Opa-Locka Community Redevelopment Agency

1.4 CITY OF OPA-LOCKA: A Municipal Corporation in the State of Florida.

1.5 CONTRACT ADMINISTRATOR. Whenever the term Contract Administrator is used herein, it is intended to mean the Executive Director of the OCRA or their designee. In the administration, of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.6 CONTRACTOR: The person, firm, corporation or other entity that enters into an agreement with the OCRA to perform the construction works for the Project.

1.7 OCRA: The Opa-Locka Community Redevelopment Agency

1.8 NOTICE TO PROCEED: A written Notice to Proceed issued by the OCRA.

1.9 PROJECT: Provide professional project manager services for work to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program. A copy of the OCRA Commercial Façade Improvement Grant Program Guidelines is attached hereto as Exhibit "A." **ARE THERE ANY GUIDELINES?**

1.10 PROJECT MANAGER: Walthour's Enterprise LLC is the PROJECT MANAGER selected to perform this Agreement.

ARTICLE 2

SCOPE OF SERVICES

2.1 The PROJECT MANAGER agrees that this is a non-exclusive agreement and the basic Services shall consist of the work set forth in negotiated task orders based on the fee schedule in "Exhibit B – Façade Grant Deliverables and Rate Schedule," and any other contract documents attached hereto and made a part hereof.

2.2 The PROJECT MANAGER agrees to meet with the OCRA at reasonable times and with reasonable notice.

2.3 The PROJECT MANAGER shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally utilized by project managers performing the same or similar services under the same or similar circumstances in the State of Florida.

2.4 The PROJECT MANAGER agrees to provide services to qualified participants in the PROJECT. As part of the Scope of Services, the PROJECT MANAGER agrees to provide designs for facades for commercial properties within the OCRA's Redevelopment Area. The designs will include an orthographic elevation (based on site-documented dimensions) one three-dimensional view and basic site plan that indicates any proposed front setback improvements at the ground level, such as benches, landscaping and other site work. The PROJECT MANAGER agrees to meet with the owners of the selected commercial properties prior to commencing the façade design work.

2.5 The PROJECT MANAGER shall serve as the project coordinator and work with contractors and suppliers to perform the construction of the approved design at the properties eligible for the OCRA Façade Improvement Grant Program. The OCRA shall provide the PROJECT MANAGER with the locations of the properties that will be eligible for the OCRA Façade Improvement Grant Program.

ARTICLE 3

TIME FOR PERFORMANCE

3.1 The PROJECT MANAGER shall perform the services described in the contract documents and task orders based on the timeframes agreed upon for each task assigned.

3.2 Prior to beginning the performance of any services under this Agreement, PROJECT MANAGER must receive a written Notice to Proceed. The PROJECT MANAGER must receive the approval of the Contract Administrator in writing prior to beginning the performance of services in any subsequent Phases of this Agreement. Prior to granting approval for the PROJECT MANAGER to proceed to a subsequent phase, the Contract Administrator may at his sole option require the PROJECT MANAGER to submit documents and drawings for his review and/or approval.

3.3 In the event PROJECT MANAGER is unable to complete the above services because of delays resulting from untimely review and approval by the OCRA and other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the PROJECT MANAGER. OCRA may grant a reasonable extension of time for the completion of work. It shall be the responsibility of the PROJECT MANAGER to notify the OCRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the OCRA of all facts and details related to the delay.

3.4 The original term of this agreement is for three (3) years with an option to renew for one (1) additional two (2) year term providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 OCRA agrees to pay PROJECT MANAGER as compensation for its services under the terms of this Agreement pursuant to the Rate Schedule, which is attached hereto as Exhibit "B," and incorporated herein by reference. The compensation to provide the consultant services including labor and indirect costs shall be for an agreed upon amount paid in accordance with the amounts as set forth in Exhibit "B." No changes to the fee schedule shall be permitted without the prior written approval of the Contract Administrator. The amount to be paid to the PROJECT MANAGER shall not exceed $ 40K . Prior to incurring any fees which will be in excess of the not to exceed amount, the OCRA Board will need to approve an amendment to this Agreement, which shall be executed by both parties.

4.2 REIMBURSABLES:

(a) Cost of printing drawings and specifications which are required by or of PROJECT MANAGER to deliver services set forth in this Agreement and which are in addition to those required by this Agreement.

(b) A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks or other evidence of payment. Local travel to and from the job site will not be reimbursed.

4.3 METHOD OF BILLING AND PAYMENT

(a) PROJECT MANAGER may submit an invoice upon the completion of the Scope of Services for each property selected for the PROJECT. However, requests for payment shall not be made more frequently than a monthly basis.

(b) OCRA agrees that it will make it best efforts to pay PROJECT MANAGER within (30) calendar days of receipt of PROJECT MANAGER'S statement as provided above.

4.4 Payment will be made to PROJECT MANAGER at:

____
____
____
____

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The OCRA, without invalidating this Agreement, may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.2 The Board prior to execution of such work shall approve all additional services and changes in Scope of Work.

5.3 Notwithstanding the above paragraph, additional services which, individually or when cumulatively added to the amounts authorized pursuant to prior change orders for this project, increase the cost of the work to the OCRA not in excess of ten percent (10%)

or $25,000, whichever is lesser, may be approved by signed approval of the Executive Director of the Board of Commissioners of the OCRA.

5.4 No claim against OCRA for extra work in furtherance of a Change Order shall be allowed unless prior approval pursuant to this article has been obtained. Unless otherwise provided for, the Contract Price and Contract Time shall be changed only by Change Order or written amendment by the Board.

ARTICLE 6

OCRA'S RESPONSIBILITIES

6.1 Assist PROJECT MANAGER, by placing at their disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

6.2 Furnish to PROJECT MANAGER, when available, such data as required for performance of PROJECT MANAGER'S basic services including property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations unless such data is to be furnished by the PROJECT MANAGER. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

6.3 Arrange for access to and make all provisions for PROJECT MANAGER to enter upon public and private property as required for PROJECT MANAGER to perform its services.

6.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROJECT MANAGER, obtain advise of an attorney, insurance counselor and other consultants as OCRA deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROJECT MANAGER.

6.5 Give prompt written notice to PROJECT MANAGER whenever the OCRA observes or otherwise becomes aware of any development that affects the scope or timing of PROJECT MANAGER'S services.

ARTICLE 7
MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided with this Agreement are and shall remain the property of the OCRA whether

the PROJECT for which they are made is executed or not. The PROJECT MANAGER agrees that the entity that obtains the OCRA's grant funds for the façade improvement may utilize the conceptual drawings and related materials for their own use. The PROJECT MANAGER agrees to assign the copyright or other ownership rights to the entity receiving the OCRA's grant funds for purposes of permitting the entity to complete the design and construct the façade improvements being paid, in part, with the OCRA's grant funds.

The PROJECT MANAGER assumes no liability for the use of the conceptual drawings and related materials following delivery of the drawings and materials to the entity receiving the OCRA's grant funds.

7.2 TERMINATION

This Agreement may be terminated by either party for cause, or by the OCRA by convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the PROJECT MANAGER shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. In the event that the PROJECT MANAGER abandons this Agreement or causes it to be terminated, he shall indemnify the OCRA against any loss pertaining to this termination up to a maximum of 1.3 times the full contract fee amount. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PROJECT MANAGER shall become the property of the OCRA and shall be delivered by PROJECT MANAGER to the OCRA upon payment by the OCRA for all services performed by the PROJECT MANAGER.

7.3 RECORDS

PROJECT MANAGER shall keep such records and accounts and require any and all consultants and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which PROJECT MANAGER expects to be reimbursed. 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 three (3) years after the completion of all work to be performed pursuant to this Agreement. 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.

7.4 EQUAL OPPORTUNITY EMPLOYMENT

PROJECT MANAGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race. Color, religion, sex, age or national origin. This provision shall include, but riot be limited to

employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

7.5 NO CONTINGENT FEE

PROJECT MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PROJECT MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for PROJECT MANAGER 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.

7.6 SUBCONTRACTORS

In the event the PROJECT MANAGER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, PROJECT MANAGER must secure the prior written approval of the Contract Administrator or his designee.

7.7 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by PROJECT MANAGER, without the prior written consent of the OCRA; however, the agreement shall run to the and its successors.

7.8 INDEMNIFICATION

(a) PROJECT MANAGER will indemnify and defend the OCRA's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omissions, or willful misconduct of the PROJECT MANAGER under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the OCRA or claims that fall under Workers Compensation Coverage.

(b) Both parties agree that the OCRA shall pay to the PROJECT MANAGER one hundred dollars ($100.00) in consideration for the PROJECT MANAGER agreeing to indemnify the OCRA as provided under this contract.

(c) The above indemnity is a business understanding between the parties and applied to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of

action. Parties mean the OCRA and the PROJECT MANAGER and their officers, employees, agents, affiliates, and subcontractors.

(d) The execution of this Agreement by PROJECT MANAGER shall obligate PROJECT MANAGER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below in Article 8.9.

7.9 INSURANCE

PROJECT MANAGER shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance that will assure to OCRA the protection contained in the foregoing indemnification undertaken by PROJECT MANAGER. The Comprehensive General Liability policy shall clearly identify the foregoing indemnification as insured under this section. United States treasury approved companies authorized to do business in the State of Florida shall issue such policy or policies. PROJECT MANAGER shall specifically name the OCRA as additional insured under the Comprehensive General Liability insurance policy hereinafter described.

The Professional Liability policy or certificate shall reference this project by endorsement.

(a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars ($500,000) to assure the OCRA the indemnification specified in Article 8.8.

(b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

Employers Liability with a limit of $100,000 each accident.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty days (30 days) notice of cancellation and/or restriction.

(c) Comprehensive General Liability with minimum limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors

Broad Form Property Damage

Broad Form Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The OCRA and the City of Opa-Locka are to be included as "Additional Insured" with respect to liability arising out of operations performed for OCRA by or on behalf of PROJECT MANAGER or acts or omissions of PROJECT MANAGER in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

(d) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office and must include:

Owned vehicles
Hired and non-owned vehicles
Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

(e) PROJECT MANAGER shall provide to the OCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The OCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that OCRA shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.10 REPRESENTATION

(a) It is recognized that questions in the day-to-day conduct of the PROJECT will arise. Mr. Jason Walker, Interim Executive Director (or designee) is designated as the OCRA's representative/agent to whom all communication on the day-to-day conduct of the Project shall be addressed.

(b) PROJECT MANAGER shall inform the Director in writing of the representative of PROJECT MANAGER to whom matters involving the conduct of the PROJECT shall be addressed.

7.11 ATTORNEYS FEES, JURISDICTION AND VENUE

(a) If the OCRA incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, PROJECT MANAGER agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the PROJECT MANAGER'S work.

(b) This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

(c) Waiver of Jury Trial. OCRA and PROJECT MANAGER hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

7.12 NO WAIVER

No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

7.13 ALL PRIOR AGREEMENTS SUPERCEDED

This document incorporates and includes all prior negotiations, correspondence. conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modifications amendment or alteration in the terms or, conditions contained herein, shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.

7.14 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR OCRA:

Mr. Jason Walker, Interim Executive Director
Opa-Locka Community Redevelopment Agency
5790 Opa-Locka Boulevard
Opa-Locka, FL 33063

FOR PROJECT MANAGER:
Bertran Walthour
____
____

7.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PROJECT MANAGER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the OCRA determines the additions to the contract price were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.

7.16 NON-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

7.17 PROJECT MANAGER DELIVERABLES (TYPICAL):

For purposes of this Agreement, PROJECT MANAGER shall provide the deliverables as specified in the PROJECT MANAGER's proposal which is attached hereto as Exhibit "B," and incorporated herein by reference.

7.18 THIRD PARTIES:

The services to be performed by PROJECT MANAGER are intended solely for the benefit of the OCRA. No person or entity not a signatory to this Agreement shall be entitles to

rely on the PROJECT MANAGER's performance of its services hereunder, and no right to assert a claim against the PROJECT MANAGER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the PROJECT MANAGER's services hereunder.

7.19 PROJECT MANAGER will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all with Title 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract. OCRA will not be responsible for monitoring PROJECT MANAGER'S compliance with any laws or regulations.

7.20 SCRUTINIZED COMPANIES:

In accordance with section 278.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

(b) One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.73, Florida Statutes; or

ii. Is engaged in business operations in Syria.

(c) The PROJECT MANAGER, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

(d) The OCRA shall reserve the right to terminate this contract if the PROJECT MANAGER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7.21 NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing contained herein is intended to service as a waiver of sovereign immunity by the OCRA or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

7.22 REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Opa-Locka will apply to any resulting award of contract.

PUBLIC RECORDS: The PROJECT MANAGER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

A. Keep and maintain public records required by the OCRA to perform the service.

B. Upon request from the OCRA'S custodian of public records, provide the OCRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. 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 term and following completion of the Agreement if the PROJECT MANAGER does not transfer the records to the OCRA.

D. Upon completion of the Agreement, transfer, at no cost, to the OCRA all public records in possession of the PROJECT MANAGER or keep and maintain public records required by the OCRA to perform the service. If the PROJECT MANAGER transfers all public records to the OCRA upon completion of the Agreement, the PROJECT MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROJECT MANAGER keeps and maintains public records upon completion of the Agreement, the PROJECT MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OCRA, upon request from the OCRA'S custodian of public records, in a format that is compatible with the information technology systems of the OCRA.

E. **IF THE PROJECT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(305) ________________
E-mail address: ____________________
Mailing address:

____

____

7.23 E-VERIFY

(a) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

(b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(c) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

(d) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-Locka; and

(e) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the OCRA as a result of the termination.

IN WITNESS WHEREOF, the parties have made and executed the Agreement on the respective dates under each signature; OCRA through its Executive Director and Steven Fett Project managerure, Inc. signing by and through its representatives is duly authorized to execute same.

PROJECT MANAGER

By: Walthour's Enterprise LLC
Print Name: Bertrand Walthour
Title: President

26 day of July, 2024

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

By: ______________________
Jason Walker, Executive Director

______ day of ______________, 2024

APPROVED AS TO FORM:

____
Marlon Hill, OCRA Board Attorney

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 09/13/2024

Subject: Resolution: Authorization to Enter into a Project Management Agreement for New Generation Missionary Baptist Church

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Introduction

This memorandum provides an overview and justification for the proposed Resolution which authorizes the Executive Director to enter into a Project Management agreement under the "Commercial Rehabilitation Program" for the property operated by New Generation Missionary Baptist Church. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property of New Generation Missionary Baptist Church as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program." The church has been selected for this project, with Walthour Enterprise as the Project Manager.

Key Points of the Resolution

- **Property Location and Purpose:** The resolution pertains to the property operated by New Generation Missionary Baptist Church, Opa-Locka, Florida. The purpose of the agreement is to authorize the CRA and its designated project manager, Walthour Enterprise, to oversee and coordinate commercial property improvements on the said property.
- **Project Management Agreement:** The resolution authorizes the Executive Director to enter into an agreement with Walthour Enterprise to provide comprehensive project management services for the rehabilitation activities. This agreement is crucial for implementing the planned improvements effectively and efficiently.

- **Commercial Property Improvements:** The project management services will ensure that the improvements are carried out to enhance the commercial viability and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.
- **Consistency with Redevelopment Plan:** The proposed project management services are consistent with the CRA’s Redevelopment Plan and the requirements of Chapter 163 of the Florida Statutes. The program supports both municipal and public purposes by fostering economic development and community revitalization.
- **Engagement of Project Manager:** The resolution mandates the engagement of Walthour Enterprise as the project manager to ensure the successful execution and coordination of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The funding for this program will come from budget line item 515340 – Other Contracted Services.

Conclusion

The adoption of this Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a project management agreement for the property operated by New Generation Missionary Baptist Church will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve the Resolution authorizing the Executive Director to enter into a project management agreement for the property operated by New Generation Missionary Baptist Church with Walthour Enterprise, and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 24-_________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 1100 ALI BABA AVENUE, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Redevelopment Agency ("OCRA") is committed to the revitalization and sustainable development of the Opa-Locka community;

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program.

WHEREAS, the OCRA shall identify certain property owners of real property located in the City of Opa-Locka, Florida (the "City") within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property") to secure respective license agreements for the authority to access such properties for the performance of project management services and constructing façade improvements (the "Façade Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED, that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies the facilitation and execution of the Façade Grant Project Design and Management Services Agreement with Evan Fancher for the management and construction of the Façade Improvements at 1100 Ali Baba Avenue, in an amount not to exceed a total of $20,000.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to:

____
PeggyJoseph
OCRA Clerk

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) ____________

AGREEMENT
Between
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA)
And
Colligo Contracting LLC.
for
OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

This is an Agreement between: The **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, a Dependent Special District of the City of Opa-Locka, FL hereinafter referred to as **"OWNER" OR "OCRA",**

AND

Colligo Contracting LLC., its successors and assigns, hereinafter referred to as **"PROJECT MANAGER".**

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OCRA and PROJECT MANAGER agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 AGREEMENT: The written agreement between OCRA and PROJECT MANAGER covering the Work to be performed, and all amendments, modifications and supplements issued on or after the effective date of this Agreement.

1.2 CHANGE ORDER: A written directive issued on or after the effective date of the Agreement by the OCRA and PROJECT MANAGER ordering an addition, deletion, or revision in the Scope of Work or change in the Contract Time or Contract Price.

1.3 BOARD: Governing Board of the Opa-Locka Community Redevelopment Agency

1.4 CITY OF OPA-LOCKA: A Municipal Corporation in the State of Florida.

1.5 CONTRACT ADMINISTRATOR. Whenever the term Contract Administrator is used herein, it is intended to mean the Executive Director of the OCRA or their designee. In the administration, of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

ARTICLE 3

TIME FOR PERFORMANCE

3.1 The PROJECT MANAGER shall perform the services described in the contract documents and task orders based on the timeframes agreed upon for each task assigned.

3.2 Prior to beginning the performance of any services under this Agreement, PROJECT MANAGER must receive a written Notice to Proceed. The PROJECT MANAGER must receive the approval of the Contract Administrator in writing prior to beginning the performance of services in any subsequent Phases of this Agreement. Prior to granting approval for the PROJECT MANAGER to proceed to a subsequent phase, the Contract Administrator may at his sole option require the PROJECT MANAGER to submit documents and drawings for his review and/or approval.

3.3 In the event PROJECT MANAGER is unable to complete the above services because of delays resulting from untimely review and approval by the OCRA and other governmental authorities having jurisdiction over the Project, and such delays are not the fault of the PROJECT MANAGER. OCRA may grant a reasonable extension of time for the completion of work. It shall be the responsibility of the PROJECT MANAGER to notify the OCRA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the OCRA of all facts and details related to the delay.

3.4 The original term of this agreement is for three (3) years with an option to renew for one (1) additional two (2) year term providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 OCRA agrees to pay PROJECT MANAGER as compensation for its services under the terms of this Agreement pursuant to the Rate Schedule, which is attached hereto as Exhibit "B," and incorporated herein by reference. The compensation to provide the consultant services including labor and indirect costs shall be for an agreed upon amount paid in accordance with the amounts as set forth in Exhibit "B." No changes to the fee schedule shall be permitted without the prior written approval of the Contract Administrator. The amount to be paid to the PROJECT MANAGER shall not exceed N/A. Prior to incurring any fees which will be in excess of the not to exceed amount, the OCRA

1.6 CONTRACTOR: The person, firm, corporation or other entity that enters into an agreement with the OCRA to perform the construction works for the Project.

1.7 OCRA: The Opa-Locka Community Redevelopment Agency

1.8 NOTICE TO PROCEED: A written Notice to Proceed issued by the OCRA.

1.9 PROJECT: Provide professional project manager services for work to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program. A copy of the OCRA Commercial Façade Improvement Grant Program Guidelines is attached hereto as Exhibit "A."

1.10 PROJECT MANAGER: Colligo Contracting LLC., is the PROJECT MANAGER selected to perform this Agreement.

ARTICLE 2

SCOPE OF SERVICES

2.1 The PROJECT MANAGER agrees that this is a non-exclusive agreement and the basic Services shall consist of the work set forth in negotiated task orders based on the fee schedule in "Exhibit B – Façade Grant Deliverables and Rate Schedule," and any other contract documents attached hereto and made a part hereof.

2.2 The PROJECT MANAGER agrees to meet with the OCRA at reasonable times and with reasonable notice.

2.3 The PROJECT MANAGER shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally utilized by project managers performing the same or similar services under the same or similar circumstances in the State of Florida.

2.4 The PROJECT MANAGER agrees to provide services to qualified participants in the PROJECT. As part of the Scope of Services, the PROJECT MANAGER agrees to provide designs for facades for commercial properties within the OCRA's Redevelopment Area. The designs will include an orthographic elevation (based on site-documented dimensions) one three-dimensional view and basic site plan that indicates any proposed front setback improvements at the ground level, such as benches, landscaping and other site work. The PROJECT MANAGER agrees to meet with the owners of the selected commercial properties prior to commencing the façade design work.

2.5 The PROJECT MANAGER shall serve as the project coordinator and work with contractors and suppliers to perform the construction of the approved design at the properties eligible for the OCRA Façade Improvement Grant Program. The OCRA shall provide the PROJECT MANAGER with the locations of the properties that will be eligible for the OCRA Façade Improvement Grant Program.

Board will need to approve an amendment to this Agreement, which shall be executed by both parties.

4.2 REIMBURSABLES:

(a) Cost of printing drawings and specifications which are required by or of PROJECT MANAGER to deliver services set forth in this Agreement and which are in addition to those required by this Agreement.

(b) A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks or other evidence of payment. Local travel to and from the job site will not be reimbursed.

4.3 METHOD OF BILLING AND PAYMENT

(a) PROJECT MANAGER may submit an invoice upon the completion of the Scope of Services for each property selected for the PROJECT. However, requests for payment shall not be made more frequently than a monthly basis.

(b) OCRA agrees that it will make it best efforts to pay PROJECT MANAGER within (30) calendar days of receipt of PROJECT MANAGER'S statement as provided above.

4.4 Payment will be made to PROJECT MANAGER at:

Colligo. Contracting LLC._
6809 SW 12TH Street
Pembroke Pines, FL 33023

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The OCRA, without invalidating this Agreement, may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.2 The Board prior to execution of such work shall approve all additional services and changes in Scope of Work.

5.3 Notwithstanding the above paragraph, additional services which, individually or when cumulatively added to the amounts authorized pursuant to prior change orders for this project, increase the cost of the work to the OCRA not in excess of ten percent (10%)

or $25,000, whichever is lesser, may be approved by signed approval of the Executive Director of the Board of Commissioners of the OCRA.

5.4 No claim against OCRA for extra work in furtherance of a Change Order shall be allowed unless prior approval pursuant to this article has been obtained. Unless otherwise provided for, the Contract Price and Contract Time shall be changed only by Change Order or written amendment by the Board.

ARTICLE 6

OCRA'S RESPONSIBILITIES

6.1 Assist PROJECT MANAGER, by placing at their disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

6.2 Furnish to PROJECT MANAGER, when available, such data as required for performance of PROJECT MANAGER'S basic services including property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations unless such data is to be furnished by the PROJECT MANAGER. The PROJECT MANAGER shall be entitled to use and rely upon all such information provided by OCRA or others in performing PROJECT MANAGER's services under this Agreement.

6.3 Arrange for access to and make all provisions for PROJECT MANAGER to enter upon public and private property as required for PROJECT MANAGER to perform its services.

6.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROJECT MANAGER, obtain advise of an attorney, insurance counselor and other consultants as OCRA deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROJECT MANAGER.

6.5 Give prompt written notice to PROJECT MANAGER whenever the OCRA observes or otherwise becomes aware of any development that affects the scope or timing of PROJECT MANAGER'S services.

ARTICLE 7
MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided with this Agreement are and shall remain the property of the OCRA whether

the PROJECT for which they are made is executed or not. The PROJECT MANAGER agrees that the entity that obtains the OCRA's grant funds for the façade improvement may utilize the conceptual drawings and related materials for their own use. The PROJECT MANAGER agrees to assign the copyright or other ownership rights to the entity receiving the OCRA's grant funds for purposes of permitting the entity to complete the design and construct the façade improvements being paid, in part, with the OCRA's grant funds.

The PROJECT MANAGER assumes no liability for the use of the conceptual drawings and related materials following delivery of the drawings and materials to the entity receiving the OCRA's grant funds.

7.2 TERMINATION

This Agreement may be terminated by either party for cause, or by the OCRA by convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the PROJECT MANAGER shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. In the event that the PROJECT MANAGER abandons this Agreement or causes it to be terminated, he shall indemnify the OCRA against any loss pertaining to this termination up to a maximum of 1.3 times the full contract fee amount. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PROJECT MANAGER shall become the property of the OCRA and shall be delivered by PROJECT MANAGER to the OCRA upon payment by the OCRA for all services performed by the PROJECT MANAGER.

7.3 RECORDS

PROJECT MANAGER shall keep such records and accounts and require any and all consultants and sub-contractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which PROJECT MANAGER expects to be reimbursed. 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 three (3) years after the completion of all work to be performed pursuant to this Agreement. 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.

7.4 EQUAL OPPORTUNITY EMPLOYMENT

PROJECT MANAGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race. Color, religion, sex, age or national origin. This provision shall include, but riot be limited to

employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

7.5 NO CONTINGENT FEE

PROJECT MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PROJECT MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for PROJECT MANAGER 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.

7.6 SUBCONTRACTORS

In the event the PROJECT MANAGER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, PROJECT MANAGER must secure the prior written approval of the Contract Administrator or his designee.

7.7 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by PROJECT MANAGER, without the prior written consent of the OCRA; however, the agreement shall run to the and its successors.

7.8 INDEMNIFICATION

(a) PROJECT MANAGER will indemnify and defend the OCRA's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omissions, or willful misconduct of the PROJECT MANAGER under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the OCRA or claims that fall under Workers Compensation Coverage.

(b) Both parties agree that the OCRA shall pay to the PROJECT MANAGER one hundred dollars ($100.00) in consideration for the PROJECT MANAGER agreeing to indemnify the OCRA as provided under this contract.

(c) The above indemnity is a business understanding between the parties and applied to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of

action. Parties mean the OCRA and the PROJECT MANAGER and their officers, employees, agents, affiliates, and subcontractors.

(d) The execution of this Agreement by PROJECT MANAGER shall obligate PROJECT MANAGER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below in Article 8.9.

7.9 INSURANCE

PROJECT MANAGER shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance that will assure to OCRA the protection contained in the foregoing indemnification undertaken by PROJECT MANAGER. The Comprehensive General Liability policy shall clearly identify the foregoing indemnification as insured under this section. United States treasury approved companies authorized to do business in the State of Florida shall issue such policy or policies. PROJECT MANAGER shall specifically name the OCRA as additional insured under the Comprehensive General Liability insurance policy hereinafter described.

The Professional Liability policy or certificate shall reference this project by endorsement.

(a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars ($500,000) to assure the OCRA the indemnification specified in Article 8.8.

(b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

Employers Liability with a limit of $100,000 each accident.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty days (30 days) notice of cancellation and/or restriction.

(c) Comprehensive General Liability with minimum limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors

Broad Form Property Damage

Broad Form Contractual Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The OCRA and the City of Opa-Locka are to be included as "Additional Insured" with respect to liability arising out of operations performed for OCRA by or on behalf of PROJECT MANAGER or acts or omissions of PROJECT MANAGER in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

(d) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office and must include:

Owned vehicles
Hired and non-owned vehicles
Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the OCRA with thirty (30) days notice of cancellation and/or restriction.

(e) PROJECT MANAGER shall provide to the OCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The OCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that OCRA shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.10 REPRESENTATION

(a) It is recognized that questions in the day-to-day conduct of the PROJECT will arise. Mr. Jason Walker, Interim Executive Director (or designee) is designated as the OCRA's representative/agent to whom all communication on the day-to-day conduct of the Project shall be addressed.

(b) PROJECT MANAGER shall inform the Director in writing of the representative of PROJECT MANAGER to whom matters involving the conduct of the PROJECT shall be addressed.

7.11 ATTORNEYS FEES, JURISDICTION AND VENUE

(a) If the OCRA incurs any expense in enforcing the terms of this Agreement whether suit be brought or not, PROJECT MANAGER agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the PROJECT MANAGER'S work.

(b) This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

(c) Waiver of Jury Trial. OCRA and PROJECT MANAGER hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

7.12 NO WAIVER

No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

7.13 ALL PRIOR AGREEMENTS SUPERCEDED

This document incorporates and includes all prior negotiations, correspondence. conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modifications amendment or alteration in the terms or, conditions contained herein, shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.

7.14 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR OCRA:

Mr. Jason Walker, Executive Director
Opa-Locka Community Redevelopment Agency
5790 Opa-Locka Boulevard
Opa-Locka, FL 33063

FOR PROJECT MANAGER:
Evan Fancher, President
Colligo Contracting LLC.
6809 SW 12th St.
Pembroke Pines, FL 33023

7.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by PROJECT MANAGER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the OCRA determines the additions to the contract price were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.

7.16 NON-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

7.17 PROJECT MANAGER DELIVERABLES (TYPICAL):

For purposes of this Agreement, PROJECT MANAGER shall provide the deliverables as specified in the PROJECT MANAGER's proposal which is attached hereto as Exhibit "B," and incorporated herein by reference.

7.18 THIRD PARTIES:

The services to be performed by PROJECT MANAGER are intended solely for the benefit of the OCRA. No person or entity not a signatory to this Agreement shall be entitles to

rely on the PROJECT MANAGER's performance of its services hereunder, and no right to assert a claim against the PROJECT MANAGER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the PROJECT MANAGER's services hereunder.

7.19 PROJECT MANAGER will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all with Title 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract. OCRA will not be responsible for monitoring PROJECT MANAGER'S compliance with any laws or regulations.

7.20 SCRUTINIZED COMPANIES:

In accordance with section 278.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
(b) One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.73, Florida Statutes; or

ii. Is engaged in business operations in Syria.

(c) The PROJECT MANAGER, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

(d) The OCRA shall reserve the right to terminate this contract if the PROJECT MANAGER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7.21 NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing contained herein is intended to service as a waiver of sovereign immunity by the OCRA or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

7.22 REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Opa-Locka will apply to any resulting award of contract.

PUBLIC RECORDS: The PROJECT MANAGER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

A. Keep and maintain public records required by the OCRA to perform the service.

B. Upon request from the OCRA'S custodian of public records, provide the OCRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. 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 term and following completion of the Agreement if the PROJECT MANAGER does not transfer the records to the OCRA.

D. Upon completion of the Agreement, transfer, at no cost, to the OCRA all public records in possession of the PROJECT MANAGER or keep and maintain public records required by the OCRA to perform the service. If the PROJECT MANAGER transfers all public records to the OCRA upon completion of the Agreement, the PROJECT MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROJECT MANAGER keeps and maintains public records upon completion of the Agreement, the PROJECT MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OCRA, upon request from the OCRA'S custodian of public records, in a format that is compatible with the information technology systems of the OCRA.

E. **IF THE PROJECT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(305) ____________________
E-mail address: ________________________
Mailing address:

____

____

7.23 E-VERIFY

(a) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

(b) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(c) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

(d) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-Locka; and

(e) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the OCRA as a result of the termination.

IN WITNESS WHEREOF, the parties have made and executed the Agreement on the respective dates under each signature; OCRA through its Executive Director and Colligo Contracting LLC. signing by and through its representatives is duly authorized to execute same.

PROJECT MANAGER	**OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**
By: El	By: ______________________
Print Name: Evan Fancher	Jason Walker, Executive Director
Title: President, Colligo Contracting LLC	
23 day of July, 2024	______ day of ______________, 2024

APPROVED AS TO FORM:

____

Marlon Hill, OCRA Board Attorney

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 09/13/2024

Subject: Resolution: Authorization to Enter into a Project Management Agreement for DC2WIN Restaurant

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Introduction

This memorandum provides an overview and justification for the proposed Resolution which authorizes the Executive Director to enter into a Project Management agreement under the “Commercial Rehabilitation Program” for the property located at 1100 Ali Baba Ave, operated by DC2WIN Restaurant. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 1100 Ali Baba Ave as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program." DC2WIN Restaurant, located at this address, has been selected for this project, with Evan Fancher as the Project Manager.

Key Points of the Resolution

- **Property Location and Purpose:** The resolution pertains to the property located at 1100 Ali Baba Ave, Opa-Locka, Florida. The purpose of the agreement is to authorize the CRA and its designated project manager, Evan Fancher, to oversee and coordinate commercial property improvements on the said property.
- **Project Management Agreement:** The resolution authorizes the Executive Director to enter into an agreement with Evan Fancher to provide comprehensive project management services for the rehabilitation activities. This agreement is crucial for implementing the planned improvements effectively and efficiently.
- **Commercial Property Improvements:** The project management services will ensure that the improvements are carried out to enhance the commercial viability

and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.

- **Consistency with Redevelopment Plan:** The proposed project management services are consistent with the CRA's Redevelopment Plan and the requirements of Chapter 163 of the Florida Statutes. The program supports both municipal and public purposes by fostering economic development and community revitalization.
- **Engagement of Project Manager:** The resolution mandates the engagement of Evan Fancher as the project manager to ensure the successful execution and coordination of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The funding for this program will come from budget line item 515340 – Other Contracted Services.

Conclusion

The adoption of this Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a project management agreement for the property at 1100 Ali Baba Ave will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve the Resolution authorizing the Executive Director to enter into a project management agreement for the property at 1100 Ali Baba Ave with Evan Fancher, and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 24-__________

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPTMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE "COMMERCIAL FAÇADE IMPROVEMENTS PROGRAM" AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM FOR THE PROPERTY LOCATED AT 14532 NW 26th AVENUE, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Opa-Locka Community Redevelopment Agency ("OCRA") is committed to the revitalization and sustainable development of the Opa-Locka community;

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Commercial Façade Improvement Grant Program.

WHEREAS, the OCRA shall identify certain property owners of real property located in the City of Opa-Locka, Florida (the "City") within the OCRA's Community Redevelopment Area (collectively, the "Licensed Property") to secure respective license agreements for the authority to access such properties for the performance of project management services and constructing façade improvements (the "Façade Improvements"); and

WHEREAS, this Program shall serve both a municipal and public purpose consistent with and furthers the CRA's Redevelopment Plan, and consistent with the requirements of Chapter 163, Florida Statutes.

BE IT FURTHER RESOLVED, that the Executive Director of the Opa-Locka CRA is authorized to take all necessary steps to implement this program, including the allocation of resources, staffing, and the development of detailed program guidelines.

OCRA FAÇADE GRANT PROJECT DESIGN AND MANAGEMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OPA LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency approves/denies the facilitation and execution of the Façade Grant Project Design and Management Services Agreement with Evan Fancher for the management and construction of the Façade Improvements at 14532 NW 26th Avenue, in an amount not to exceed a total of $20,000.

Section 3. SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024.

____
Jannie Russell, OCRA Chair

Attest to: Approved as to form and legal sufficiency:

______________________________ ______________________________________

Peggy Joseph
OCRA Clerk

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) ____________

Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 09/13/2024

Subject: Resolution: Authorization to Enter into a Project Management Agreement for Tommy Cycle

Introduction

This memorandum provides an overview and justification for the proposed Resolution which authorizes the Executive Director to enter into a Project Management agreement under the “Commercial Rehabilitation Program” for the property located at 14532 NW 26th Ave, operated by Tommy Cycle. The resolution is essential for advancing our community redevelopment efforts and achieving the objectives set forth in the CRA's Redevelopment Plan.

Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to the revitalization and sustainable development of the Opa-Locka community. In line with this commitment, we have identified the property at 14532 NW 26th Ave as a key site for commercial rehabilitation under our "Commercial Rehabilitation Program." Tommy Cycle, located at this address, has been selected for this project, with Evan Fancher as the Project Manager.

Key Points of the Resolution

- **Property Location and Purpose:** The resolution pertains to the property located at 14532 NW 26th Ave, Opa-Locka, Florida. The purpose of the agreement is to authorize the CRA and its designated project manager, Evan Fancher, to oversee and coordinate commercial property improvements on the said property.
- **Project Management Agreement:** The resolution authorizes the Executive Director to enter into an agreement with Evan Fancher to provide comprehensive project management services for the rehabilitation activities. This agreement is crucial for implementing the planned improvements effectively and efficiently.
- **Commercial Property Improvements:** The project management services will ensure that the improvements are carried out to enhance the commercial viability

and aesthetic appeal of the property, contributing to the overall redevelopment goals of the CRA.

- **Consistency with Redevelopment Plan:** The proposed project management services are consistent with the CRA's Redevelopment Plan and the requirements of Chapter 163 of the Florida Statutes. The program supports both municipal and public purposes by fostering economic development and community revitalization.
- **Engagement of Project Manager:** The resolution mandates the engagement of Evan Fancher as the project manager to ensure the successful execution and coordination of the rehabilitation work.

Financial Implications

The resolution includes a provision for allocating necessary resources for the implementation of the program. The funding for this program will come from budget line item 515340 – Other Contracted Services.

Conclusion

The adoption of this Resolution is a critical step in our ongoing efforts to revitalize the Opa-Locka community. The authorization to enter into a project management agreement for the property at 14532 NW 26th Ave will facilitate significant commercial property improvements, thereby contributing to the economic and aesthetic development of the area.

Recommendation

I recommend that the Board of Directors approve the Resolution authorizing the Executive Director to enter into a project management agreement for the property at 14532 NW 26th Ave with Evan Fancher, and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 24-___

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPEMENT 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, 2024 AND ENDING SEPTEMBER 30, 2025, 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

WHEREAS, the Opa-locka Community Redevelopment Agency ("OCRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the Opa-locka Redevelopment Plan ("Plan"); and

WHEREAS, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("FY 2024-2025"), it is required that the Opa-locka CRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

WHEREAS, pursuant to Interlocal Agreements a copy of the Opa-locka CRA's budget is required to be submitted to Miami-Dade County; and

WHEREAS, all the expenses included in the Budget are in accordance with state law, the Interlocal Agreement, and the Agency's Redevelopment Plan; and

WHEREAS, the Opa-locka CRA Board wishes to approve and adopt the Opa-locka CRA's Budget for FY2024-2025 as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

SECTION 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency hereby approves, amends and adopts the Opa-locka Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2024 and Ending September 30, 2025, as set forth in Exhibit “A”.

SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR.

The Interim Executive Director is directed to submit a copy of said budget to the City of Opa-locka and State of Florida oversight board.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT.

All sections or parts of sections of the applicable City of Opa-locka resolution currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Opa-locka Community Redevelopment Agency Interim Executive Director, or designee, without need of public hearing, by filing a corrected copy of same with the Opa-locka Community Redevelopment Agency Secretary.

SECTION 7. EFFECTIVE DATE

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

PASSED AND ADOPTED this ______ day of September, 2024.

____
Jannie Russell
OCRA Chair

ATTEST:

____
Peggy Joseph
CRA Board Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____
Marlon A. Hill, Esq.
Weiss, Serota, Helfman Cole & Bierman
CRA Attorney

Moved by: ________________

Member Seconded by: _________

VOTE:

Board Member:
Board Member:
Board Member:
Board Member:
Board Member:
Vice Chairperson:
Chairperson:

180-77	**CRA - Summary**	FY 24					FY 25	
ACCT	Account Title	Budget Thru Budget Amend #2	YTD Aug 26, 2024 Encumb	YTD Aug 26, 2024 Rev/Exp	YTD Aug 26, 2024	Forecast	Proposed Budget	Over / (Under) FY 24 Forecast
	REVENUES							
311110	City Tax Increment Revenue	1,512,442		1,512,442	1,512,442	1,512,442	1,774,382	261,940
311120	County Tax Increment Revenue	736,756		744,243	744,243	744,243	898,252	154,009
	Total Tax Increment Revenue	2,249,198	-	2,256,685	2,256,685	2,256,685	2,672,634	415,949
383010	Fund Balance Carryover - Prior Year	4,713,883		4,121,803	4,121,803	4,121,803	4,351,846	230,043
361100	Interest Earnings	-		165,307	165,307	200,000	150,000	(50,000)
369900	Misc. Revenue	50,000		-	-	-		-
	(A) REVENUE TOTAL	7,013,081	-	6,543,795	6,543,795	6,578,488	7,174,479	595,991
	ADMINISTRATIVE							
	EXPENDITURES							
515110	Salaries - Executive	-	-	-	-	-	-	-
515120	Salaries - Regular	15,075	-	22,455	22,455	22,455	-	(22,455)
515130	Salaries - Part-Time	-	-	-	-	-	-	-
515140	Salaries - Overtime	-	-	-	-	-	-	-
	Total Salaries	15,075	-	22,455	22,455	22,455	-	(22,455)
	Benefits							
515210	FICA	176	-	207	207	207	-	(207)
515220	Retirement	1,046	-	1,465	1,465	1,465	-	(1,465)
515230	Life And Health Insurance	53	-	13	13	13	-	(13)
	Total Benefits	1,275	-	1,685	1,685	1,685	-	(1,685)
	Total Compensation	16,350	-	24,140	24,140	24,140	-	(24,140)
	Administrative Expenditures:							
515320	Accounting & Audits	50,000	-	24,000	24,000	24,000	50,000	26,000
515341	County Admin Fee 1.5%	19,489	-	11,051	11,051	11,051	13,474	2,423
515342	Minutes Processing	3,000	-	525	525	500	2,000	1,500
515343	State Admin Fee	225	-	-	-	225	225	-
515391	Administrative Fees (City)	5,000	-	-	-	35,000	5,000	(30,000)
515401	Local Travel	2,000	-	-	-	-	2,000	2,000
515411	Telephone	-	-	-	-	-	2,500	2,500
515413	Internet	-	-	-	-	-	2,500	2,500
515420	Postage/FedEx/Courier	2,000	-	-	-	100	2,000	1,900
515430	Electricity, Water & Gas	-	-	-	-	-	5,000	5,000
515442	Insurance (City)	10,000	-	-	-	10,000	10,000	-
515448	Occupancy (City)	5,000	-	-	-	5,000	1,000	(4,000)
541461	Building Repair & Maintenance	-	-	-	-		2,000	
515492	Advertising & Notices	6,000	-	1,355	1,355	1,355	6,000	4,645
515493	General Expense	1,775	-	-	-	-	2,000	2,000
515510	Office Supplies	1,500	79	397	475	500	3,000	2,500
515540	Membership Dues	2,750	-	-	-	2,750	3,000	250
	(B) Subtotal Adm. Exp	108,739	79	37,328	37,406	90,481	111,699	19,218
	Total Administrative Expense	125,089	79	61,468	61,547	114,621	111,699	(4,923)

180-77	CRA - Summary	FY 24					FY 25	
ACCT	Account Title	Budget Thru Budget Amend #2	YTD Aug 26, 2024 Encumb	YTD Aug 26, 2024 Rev/Exp	YTD Aug 26, 2024	Forecast	Proposed Budget	Over / (Under) FY 24 Forecast
	Operating							
	EXPENDITURES							
515110	Salaries - Executive	-	-	-	-	-	-	-
515120	Salaries - Regular	74,746	1,950	65,416	67,366	67,366		(67,366)
515130	Salaries - Part-Time	-	-	-	-	-	-	-
515140	Salaries - Overtime	-	-	-	-	-	-	-
	Total Salaries	74,746	1,950	65,416	67,366	67,366	-	(67,366)
	Benefits							
515210	FICA	652	-	621	621	621	-	(621)
515220	Retirement	4,815	-	4,395	4,395	4,395	-	(4,395)
515230	Life And Health Insurance	-	-	39	39	39	-	(39)
	Total Benefits	5,467	-	5,055	5,055	5,055	-	(5,055)
	Total Compensation	80,213	1,950	70,471	72,421	72,421	-	(72,421)
	Operating Expenditures:							
513470	Printing & Binding	5,000	-	733	733	1,000	5,000	4,000
515480	Marketing/Promotional Events/Posit	80,000	328	40,781	41,109	40,800	-	(40,800)
515400	Out of Town Travel	12,000	-	2,559	2,559	3,000	15,000	12,000
515547	Conferences & Meetings	5,000	-	790	790	800	5,000	4,200
515541	Education	5,000	-	-	-	-	5,000	5,000
514370	Legal Services/Court Costs	85,000	28,083	24,418	52,500	65,000	85,000	20,000
515312	Professional Services	310,057	51,500	104,563	156,063	220,000	351,000	131,000
515542	Apprenticeship Training	-	-	-	-	-	-	-
515548	Home Improvement Assist	150,000	-	70,000	70,000	100,000	500,000	400,000
515544	Commercial Grants	1,000,000	3,500	56,660	60,160	100,000	800,000	700,000
515549	Micro Business Grants	250,000	-	31,081	31,081	60,000	250,000	190,000
515545	Home Ownership	90,000	2,028	83,448	85,476	90,000	200,000	110,000
515340	Other Contracted Services	154,329	12,819	64,800	77,619	215,000	450,000	235,000
	Total Operating Expenditures	2,146,386	98,258	479,833	578,090	895,600	2,666,000	1,770,400
	CAPITAL PROJECTS - Grants & Other							
5776001	Development Assistance	800,000	-	240,000	240,000	250,000	800,000	550,000
	Carryover Budgeted Grants	-	-	-	-			-
5776002	Farmers Market	-	-	-	-			-
5776003	Community Policing	-	-	-	-			-
5776004	Art in Public Places	200,000	-	4,500	4,500	5,000	-	(5,000)
5776005	Housing Initiatives	250,000	-	-	-	250,000	270,000	20,000
	Carryover Budgeted Grants/Housing	-	-	-	-			-
	Total Cap Projects - Grants & Oth	1,250,000	-	244,500	244,500	505,000	1,070,000	565,000

ACCT	Account Title	Budget Thru Budget Amend #2	YTD Aug 26, 2024 Encumb	YTD Aug 26, 2024 Rev/Exp	YTD Aug 26, 2024	Forecast	Proposed Budget	Over / (Under) FY 24 Forecast
180-77	**CRA - Summary**	FY 24					FY 25	
	CAPITAL PROJECTS - Infrastructure							
	Capital Maintenance	-	-	-				-
	Capital/Infrastructure Grants	3,336,392	54,628	426,127	480,755	639,000	3,276,781	2,637,781
	Carryover Funds for Budgeted Projec	-			-			-
	Total Cap Projects - Infrastructure	3,336,392	54,628	426,127	480,755	639,000	3,276,781	2,637,781
	Total Operating. Expense + Capita	6,812,991	154,836	1,220,930	1,375,766	2,112,021	7,012,781	4,900,760
	Total Admin + Operating & Cap Ex	6,938,080	154,915	1,282,398	1,437,313	2,226,642	7,124,480	4,895,837
581950	**(D) Reserve/Contingency**	75,000	-	-	-	-	50,000	50,000
	EXPENDITURE TOTAL (B+C+D)	7,013,080	154,915	1,282,398	1,437,313	2,226,642	7,174,480	4,945,837
	CAPITAL PROJECTS							
515604	Facades	-	-	-	-	-	-	-
5776006	Historic Building Renovations	-	-	-	-	-	-	-
541838	Park Fences	50,000	-	-	-	-	-	-
515601	Streetscapes	200,000	-	4,200	4,200	5,000	2,000	(3,000)
5776007	Park Improvements	150,000	-	-	-	60,000	250,000	190,000
519621	Building Purchase	2,936,392	54,628	421,927	476,555	574,000	2,664,781	2,090,781
	Green Projects	-	-	-	-		300,000	300,000
	R. Titus Butterfly Park	-	-	-	-		60,000	60,000
5776008	Signage / Marquees	-	-	-	-	-	-	-
	Carryover Funds Budgeted Projects	-	-	-	-	-	-	-
	Total Project Dollars:	3,336,392	54,628	426,127	480,755	639,000	3,276,781	2,637,781
	YEAR-END CARRY-OVER	-				4,351,846	-	(4,349,846)

Opa-locka CRA Budget Narrative

1. **History/Background of CRA**
   The City Commission established The Opa-locka Community Redevelopment Agency (Opa-locka CRA) in 2012 to create a framework for the redevelopment and enhancement of selected areas of the central urban district. The Opa-locka CRA was established under the authority of Part I, Chapter 163, Florida Statutes, through the adoption of Resolution 10-8043 on April 14, 2010 On June 23, 2012, the CRA entered into an interlocal agreement with the City of Opa-locka and Miami Dade County regarding the creation and operation of the Opa-locka Redevelopment Area, the establishment of any new community redevelopment area or the expansion of any community redevelopment area.

2. **Past Accomplishments**
   a. **Rental Assistance**
      $85,476
   b. **Palmetto Homes "Green House"**
      $120,000
   c. **Rose Tydus Butterfly Garden**
      $30,000
   d. **Property Acquistion (14401 NW 27th Ave)**
      $650,000
   e. **Infill Property Grant (15075 James St, 15070 James St)**
      $120,000

3. **Projected Revenue, Expenditures and Explanations (Exhibit A)**
   a. **Projected Revenue:**
      City TIF: $1,774,382
      County TIF: $898,252
      Total TIF: $2,672,634
      Carryover from Prior Year: $4,351,846
      Earned Interest: $150,000
      Misc. Revenue: $0
      Revenue Total: **$7,174,479**
   b. **Projected Expenditures:**

Administrative Expenses $111,699
Accounting & Audits: $50,000
Advertising & Notices: $6,000
Local Travel; $2,000
Other Admin. Exp: $53,699 (Refer to attached Exhibit B; to include but not limited to: Membership dues, insurance, office supplies, staff support in finance, HR, clerk, IT etc.) County Admin Fee 1.5%; $13,474

Operating Expenditures $3,366,000
Occupancy: $5,000
Printing & Binding: $2500 (Printing & Binding of plans and projects)
Out of Town Travel: $15,000 (travel to conferences and seminars related to redevelopment and economic development)
Conferences & Meetings: $5,000 (conference and seminar fees related to redevelopment and economic development)
Education: $5,000 (membership fees)
Legal Services/ Court Costs: $85,000
Professional Services: $351,000 (Services for CRA Executive Director, CRA project management and oversight)
Other Contracted Services: $450,000 (Other Services as needed)

Capital Projects-Grants & Others $1,070,000
Development Assistance: $800,000 (Incentives to attract large scale development)
Housing Initiatives: $270,000 (Funding for housing initiatives throughout the OCRA; first time homeowners)

Capital Projects Infrastructure Grants $2,576,781
Streetscapes: $2,000 (Streetscape beautification projects)
Park Improvements: $250,000 (Support Park and Recreation projects and programming in the OCRA)
Building Purchase: $1,964,781 (Purchase building within the OCRA)
Green Projects: $300,000
R. Titus Butterfly Park: $60,000

Reserve Contingency $50,000 (Reserves for unexpected cost overruns)

Year-end Carry-over $0

4. **List of Board Members, Advisory Members, Executive Staff and Staff:** Jannie Russell (Board Chair), Nikisha Williams (Vice Chair), Joseph Kelley (Board Member), Veronica Williams (Board Member), Dr. Sherlean Bass (Board

Member), John Taylor Jr. (Board Member), Jason Walker (Interim Executive Director), Peggy Joseph (Administrative Assistant), Sandy Dorsainvil (Program Coordinator), Jerome Senior (Project Manager)

RESOLUTION NO. _23-________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR THE ENGAGEMENT OF CONTRACTOR EMPLOYEES PURSUANT TO THE APPROVED FISCAL BUDGET OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AND ADMINISTRATIVE OFFICE AND PROJECT MANAGEMENT FUNCTIONS, IN AMOUNT NOT TO EXCEED CERTAIN BUDGETARY ALLOCATIONS; 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;

WHEREAS, pursuant to the OCRA Bylaws, the OCRA Executive Director is empowered to execute employment contracts with such persons employed by the OCRA within the pay ranges and benefits approved annually in the adopted budget of the OCRA;

WHEREAS, pursuant to the OCRA Bylaws, the duration of such employment contracts entered into by the Executive Director shall not exceed two (2) years unless approved by the OCRA Board.

WHEREAS, unless otherwise approved by the OCRA Board, employees of the OCRA are entitled to the same leave benefits (i.e. vacation, sick, holiday, etc.), performance pay benefits, and severance pay as accrue to City employees in similar or equivalent classifications;

WHEREAS, the OCRA Board and Executive Director desire to engage certain contracted employees pursuant to budgetary allocations in the OCRA fiscal budget of 2024-2025;

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 authorizes the Executive Director to issuance certain purchase orders for the engagement of contracted employees pursuant to the OCRA Bylaws and the fiscal budget of 2024-2025;

<u>**Section** 3. EFFECTIVE DATE</u>
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2024

____
Jannie Russell, OCRA Chair

Attest to: Approved as to form and legal sufficiency:

____
Peggy Joseph
CRA Clerk

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

Moved by: ____________________________

Seconded by: _________________________

<u>VOTE</u>:

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) ____________

Memorandum

To: Opa-locka Community Redevelopment Agency Board Members

From: Opa-locka Community Redevelopment Agency

Date: 09/12/2024

Subject: Resolution Authorizing the Issuance of Purchase Orders for Contractor Employees

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Introduction

This memorandum serves to inform the members of the Opa-locka Community Redevelopment Agency (CRA) of the adoption of a resolution authorizing the issuance of purchase orders for the engagement of contractor employees. The engagement of these contractors is in accordance with the approved fiscal budget of the Opa-locka CRA.

Key Points of the Resolution

1. Authorization of Purchase Orders:
   The resolution authorizes the issuance of purchase orders specifically for the engagement of contractor employees. These contractors will provide services related to the administrative office and project management functions of the Opa-locka CRA.
2. Budgetary Compliance:
   The total expenditures for contractor services are not to exceed the allocations set forth in the approved fiscal budget. This ensures that all contractor engagements remain within the financial limits established for the fiscal year.
3. Incorporation of Recitals:
   The resolution incorporates relevant recitals, which provide background and justification for the decision to authorize the purchase orders.

Financial Implications

The financial implications of this resolution are limited to the approved fiscal budget of the Opa-locka Community Redevelopment Agency. Contractor services will be funded solely from allocated budgetary provisions, ensuring that total expenditures do not exceed the established budget. This approach maintains fiscal responsibility while supporting administrative and project management functions without requiring additional financial resources or adjustments to the current budget. The contractor services will be paid from the 515312 - Professional Services line item. By utilizing contractors, the city will save 20% compared to hiring full-time employees for the same services.

Conclusion

The authorization to issue purchase orders for contractor employees aligns with the Opa-Locka Community Redevelopment Agency's commitment to fiscal responsibility and efficient project management. By engaging contractors, the agency can meet its operational and project needs while realizing a 20% cost savings compared to full-time staffing. The resolution ensures that all expenditures remain within the approved fiscal budget, enabling the CRA to continue its mission without exceeding financial allocations.