

# City of Opa-locka

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



## **COMMUNITY REDEVELOPMENT AGENCY Agenda**

**Tuesday, March 11, 2025  
6:00 PM**

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

**CITY OF OPA-LOCKA**  
"The city of bright opportunities"

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**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**March 11, 2025**  
**6:00 PM**

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **MOMENT OF SILENCE:**
4. **PLEDGE OF ALLEGIANCE:**
5. **ADD-ON ITEM(S)**
6. **APPROVAL OF MINUTES:**
7. **PUBLIC COMMENTS:**
8. **RESOLUTIONS**
  1. **A RESOLUTION OF THE 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 14349 NW 27 AVENUE, 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 1360 SHARAZAD BOULEVARD, 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 ENTER INTO A LICENSE AGREEMENT UNDER THE "COMMERCIAL**

**REHABILITATION PROGRAM” FOR PROPERTY LOCATED AT 2650 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**

4. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN PROJECT MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE “RESIDENTIAL HOME REHABILITATION PRGRAM” AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**
5. **A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN PROJECT MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE “RESIDENTIAL HOME REHABILITATION PRGRAM” AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**
6. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH AND ISSUE A MICRO BUSINESS GRANT FOR THE COMMERCIAL ENHANCEMENT OF THAT CERTAIN PROPERTY LOCATED AT BASCO HOLDINGS LLC IN THE OCRA AREA TO FURTHER FACILITATE COMMERCIAL DEVELOPMENT IN THE OCRA AREA, PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AN EFFECTIVE DATE.**
7. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH AND ISSUE A MICRO BUSINESS GRANT FOR THE COMMERCIAL ENHANCEMENT OF THAT CERTAIN PROPERTY LOCATED AT PEPE’S AUTO SOLUTION IN THE OCRA AREA TO FURTHER FACILITATE COMMERCIAL DEVELOPMENT IN THE OCRA AREA, PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AN EFFECTIVE DATE.**

**9. DISCUSSION ITEMS:**

1. Dr Greens Fruits & Vegetables, Inc

**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 Peggy Joseph at 305.953.2868 ext. 1252**

**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, record includes the testimony and evidence upon which the appeal may be based.**

**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 14349 NW 27 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 14349 NW 27 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 March, 2025.**

\_\_\_\_\_  
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	_____
Board Member Ervin	_____
Board Member Kelley	_____
Board Member Taylor	_____
Board Member Santiago	_____
Board Member Williams	_____
Chairperson Russell	_____

**LICENSE AGREEMENT BETWEEN JRCV JOINT & GENERAL MECHANIC  
AND  
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY  
FOR THE  
CONSTRUCTION OF FAÇADE IMPROVEMENTS**

This License Agreement (hereinafter “Agreement”) is made the \_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), between JRCV Joint & GENERAL MECHANIC (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 14349 NW 27 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



Opa-locka, FL 33054  
Telephone No. (305) 300-1267

OPA-LOCKA CRA:                      Jason Walker, Executive Director  
Opa-Locka CRA  

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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**

PROPERTY OWNER

\_\_\_\_\_

Print Name: \_\_\_\_\_

OPA-LOCKA COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Jason Walker, Executive Director

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

I HEREBY APPROVE THIS AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
General Counsel

**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: 03/06/2025

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 14349 NW 27 Ave

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### 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 14349 NW 27 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 14349 NW 27 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 14349 NW 27 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



## Memorandum

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 14349 NW 27 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 14349 NW 27 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 1360 SHARAZAD BOULEVARD, 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 1360 Sharazad Boulevard 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 March, 2025.**

\_\_\_\_\_  
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	_____
Board Member Ervin	_____
Board Member Kelley	_____
Board Member Taylor	_____
Board Member Santiago	_____
Board Member Williams	_____
Chairperson Russell	_____

**LICENSE AGREEMENT BETWEEN Our Home Apartments Corp  
AND  
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY  
FOR THE  
CONSTRUCTION OF FAÇADE IMPROVEMENTS**

This License Agreement (hereinafter “Agreement”) is made the 14 day of February, 2025 (“Effective Date”), between Leopoldo Sayegh (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 1360 Sharazad Boulevard, 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: Leopoldo Sayegh  
1360 Sharazad Blvd

Opa Locka, FL 33054  
Telephone No. (305) 542-3533

OPA-LOCKA CRA: Jason Walker, Executive Director  
Opa-Locka CRA  

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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.

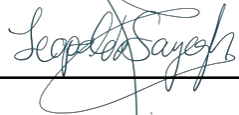
14. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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**

PROPERTY OWNER

  
\_\_\_\_\_

Print Name: LEOPOLDO SAYEGH

OPA-LOCKA COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Jason Walker, Executive Director

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

I HEREBY APPROVE THIS AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
General Counsel

**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: 03/06/2025

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 1360 Sharazad Blvd

---

### 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 1360 Sharazad Blvd. 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 1360 Sharazad Blvd 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 1360 Sharazad Blvd, 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



## Memorandum

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 1360 Sharazad Blvd 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 1360 Sharazad Blvd 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 1360 SHARAZAD BOULEVARD, 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 1360 Sharazad Boulevard 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 March, 2025.**

\_\_\_\_\_  
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	_____
Board Member Ervin	_____
Board Member Kelley	_____
Board Member Taylor	_____
Board Member Santiago	_____
Board Member Williams	_____
Chairperson Russell	_____

**LICENSE AGREEMENT BETWEEN AUTO PARTS & CAFETERIA  
AND  
THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY  
FOR THE  
CONSTRUCTION OF FAÇADE IMPROVEMENTS**

This License Agreement (hereinafter “Agreement”) is made the \_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), between Auto Parts & Cafeteria (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 2650 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





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**

PROPERTY OWNER

\_\_\_\_\_

Print Name: \_\_\_\_\_

OPA-LOCKA COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Jason Walker, Executive Director

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

I HEREBY APPROVE THIS AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
General Counsel

**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: 03/06/2025

Subject: Resolution: Authorization to Enter into a License Agreement for Property at 2650 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 2650 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 2650 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 2650 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



## Memorandum

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 2650 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 2650 Ali Baba Ave and take all necessary steps to implement the commercial rehabilitation program.

RESOLUTION NO. 25-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN PROJECT MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE “RESIDENTIAL HOME REHABILITATION PRGRAM” 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 (“OCRA”) is committed to the revitalization and sustainable development of the Opa-Locka community; and

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Residential Home Rehabilitation 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 home rehabilitation improvements (the “Rehabilitation 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 HOME REHABILITATION GRANT PROJECT 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 Home Rehabilitation Management Services Agreement with Palmetto Homes of Miami, Inc. for the management and construction of the Home Rehabilitation Improvements in an amount not to exceed a total of \$40,000.00.

**Section 3. SCRIVENER'S ERRORS**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
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: 03/06/2025

Subject: Home Rehabilitation Project Management Services Agreement - Palmetto Homes of Miami, Inc.

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### Purpose

This memorandum serves to present Resolution No. 25-\_\_\_ for board consideration. The resolution seeks authorization for the Executive Director of OCRA to execute a Project Management Services Agreement with Palmetto Homes of Miami, Inc. for the implementation of the “Residential Home Rehabilitation Program.” This agreement is crucial to ensuring the effective management and execution of home rehabilitation improvements within the Opa-Locka Community Redevelopment Area.

### Background

The Opa-Locka Community Redevelopment Agency (OCRA) remains committed to revitalization efforts and sustainable community development. The Residential Home Rehabilitation Program is a key initiative aimed at improving housing conditions for property owners in the designated redevelopment area.

As part of the program implementation, a qualified project manager must be engaged to oversee the rehabilitation process. The agreement with Palmetto Homes of Miami, Inc. will facilitate the management, coordination, and execution of necessary rehabilitation improvements to ensure program efficiency and success.

### Key Points of the Resolution

- **Authorizes** the Executive Director to execute the Project Management Services Agreement with Palmetto Homes of Miami, Inc..
- **Ensures** that the OCRA can access properties within the redevelopment area through secured license agreements for rehabilitation work.
- **Affirms** that the program aligns with OCRA’s Redevelopment Plan and meets the requirements outlined in Chapter 163, Florida Statutes.
- **Empowers** the Executive Director to allocate resources, manage staffing, and develop program guidelines necessary for successful implementation.



## Memorandum

- **Specifies** that the total contract amount shall not exceed \$8,000.00.

## Recommendation

It is recommended that the Board of Directors approve Resolution No. 25-\_\_\_ to move forward with the execution of the Project Management Services Agreement. This will enable OCRA to carry out the Residential Home Rehabilitation Program effectively, ensuring the continued revitalization and improvement of housing conditions within the community.

**AGREEMENT**  
**Between**  
**OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA)**

**And**  
*Palmetto Homes of Miami*  
**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**

*ARZO Lundy* 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."

1.10 PROJECT MANAGER: ARIOLUNDOY 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 % of project total. 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 its 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:

Palmetto Homes of Miami  
4952 NW 7TH AVE  
Miami, FL 33127

### 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 not 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:**

ARIO LUNDY  
4952 NORTH AVE  
MIAMI, FL 33127

**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 entitled 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, Miami-Dade 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) 216-0827**

**E-mail address:** Palmettohomes1@bellsouth.net

**Mailing address:**

4952 NW 7th Ave  
Miami, FL 33127

**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

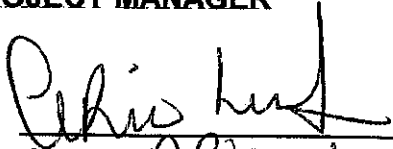
(d) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during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

**OPA-LOCKA COMMUNITY  
REDEVELOPMENT AGENCY**

By:   
Print Name: ARID, LYNNY  
Title: President

By: \_\_\_\_\_  
Jason Walker, Executive Director

3 day of March, ~~2024~~ <sup>2025</sup>

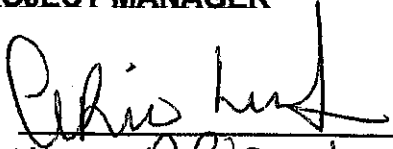
\_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM:

\_\_\_\_\_  
Marlon Hill, OCRA Board Attorney

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:   
Print Name: Arid Lynne  
Title: President  
3 day of March, ~~2024~~ <sup>2025</sup>

**OPA-LOCKA COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Jason Walker, Executive Director  
\_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM:

\_\_\_\_\_  
Marlon Hill, OCRA Board Attorney

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF THE OPA-LOCKA REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO FACILITATE AND EXECUTE THAT CERTAIN PROJECT MANAGEMENT SERVICES AGREEMENT FOR THE IMPLEMENTATION OF THE “RESIDENTIAL HOME REHABILITATION PROGRAM” 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 (“OCRA”) is committed to the revitalization and sustainable development of the Opa-Locka community; and

WHEREAS, the OCRA seeks to engage a professional project manager for services to be performed in conjunction with the OCRA Residential Home Rehabilitation 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 home rehabilitation improvements (the “Rehabilitation 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 HOME REHABILITATION GRANT PROJECT 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 Home Rehabilitation Management Services Agreement with Wrightwood Capital Group for the management and construction of the Home Rehabilitation Improvements in an amount not to exceed a total of \$40,000.00.

**Section 3. SCRIVENER'S ERRORS**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
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: 03/06/2025

Subject: Home Rehabilitation Project Management Services Agreement - Wrightwood Capital Group

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### Purpose

This memorandum serves to present Resolution No. 25-\_\_\_ for board consideration. The resolution seeks authorization for the Executive Director of OCRA to execute a Project Management Services Agreement with Wrightwood Capital Group for the implementation of the “Residential Home Rehabilitation Program.” This agreement is crucial to ensuring the effective management and execution of home rehabilitation improvements within the Opa-Locka Community Redevelopment Area.

### Background

The Opa-Locka Community Redevelopment Agency (OCRA) remains committed to revitalization efforts and sustainable community development. The Residential Home Rehabilitation Program is a key initiative aimed at improving housing conditions for property owners in the designated redevelopment area.

As part of the program implementation, a qualified project manager must be engaged to oversee the rehabilitation process. The agreement with Wrightwood Capital Group will facilitate the management, coordination, and execution of necessary rehabilitation improvements to ensure program efficiency and success.

### Key Points of the Resolution

- **Authorizes** the Executive Director to execute the Project Management Services Agreement with Wrightwood Capital Group.
- **Ensures** that the OCRA can access properties within the redevelopment area through secured license agreements for rehabilitation work.
- **Affirms** that the program aligns with OCRA’s Redevelopment Plan and meets the requirements outlined in Chapter 163, Florida Statutes.
- **Empowers** the Executive Director to allocate resources, manage staffing, and develop program guidelines necessary for successful implementation.



## Memorandum

- **Specifies** that the total contract amount shall not exceed \$8,000.00.

## Recommendation

It is recommended that the Board of Directors approve Resolution No. 25-\_\_\_ to move forward with the execution of the Project Management Services Agreement. This will enable OCRA to carry out the Residential Home Rehabilitation Program effectively, ensuring the continued revitalization and improvement of housing conditions within the community.

**AGREEMENT**  
**Between**  
**OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA)**

**And**  
*Abraham Metellus / Wrightwood Capital Group*  
**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**

*Abraham Metellus / Wrightwood Capital Group* 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."

1.10 PROJECT MANAGER: Abraham Metellus 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 % of project total. 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:

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**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 not 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:**

Abraham Metelkus / Wrightwood Capital Group  
822 NE 125<sup>th</sup> Street, Suite 105  
North Miami, FL 33161

**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 entitled 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, Miami-Dade 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**

**OPA-LOCKA COMMUNITY  
REDEVELOPMENT AGENCY**

By:   
Print Name: Abraham Metelko  
Title: CGC

By: \_\_\_\_\_  
Jason Walker, Executive Director

26 day of February, 2024

\_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM:

\_\_\_\_\_  
Marlon Hill, OCRA Board Attorney

RESOLUTION NO. 25-\_\_\_\_\_

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH AND ISSUE A MICRO BUSINESS GRANT FOR THE COMMERCIAL ENHANCEMENT OF THAT CERTAIN PROPERTY LOCATED AT BASCO HOLDINGS LLC IN THE OCRA AREA TO FURTHER FACILITATE COMMERCIAL DEVELOPMENT IN THE OCRA AREA, PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Community Redevelopment Plan, among other goals, recognizes the enhancement of commercial properties and to provide opportunities for resident employment within the Opa-Locka Community Redevelopment Area; and

WHEREAS, Basco Holdings LLC (the "Grantee") is a local business within the OCRA area; and

WHEREAS, the OCRA seeks to assist in the interior build out of the location of the Grantee's commercial operation; and

WHEREAS the Grantee has agreed to pursue a certain build out plan to enhance the commercial utilization of its property, according to Exhibit "A" (the "Project"); and

WHEREAS, to encourage the development within the Community Redevelopment Area, the Agency will contribute micro-grant funds in the total amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) to be applied toward the interior build-out of the Grantee's location; and

WHEREAS, on January 22, 2025, Agency recommended approval of grant funding for this Project for funds under its micro-business grant program; and

WHEREAS the Agency and the Grantee are desirous of entering into a grant agreement to effectuate the development of the Project; and

WHEREAS, the Agency finds and declares that this Agreement serves as public purpose, which includes the promotion of economic development, job growth, and the future expansion of the City's tax base.

**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

Pursuant to a grant agreement, the Board of the Opa-locka Community Redevelopment Agency approves/denies the disbursement of this micro-business grant in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) to the Grantee for sole purposes of the interior build-out of its commercial offices.

**Section 3.** SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jannie Russell  
OCRA Chair

ATTEST:

\_\_\_\_\_  
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 Santiago	Yes/No
Vice Chairwoman N. Williams	Yes/No
Chairwoman Russell	Yes/No



## Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 03/06/2025

Subject: Resolution: Authorization to Establish and Issue a Micro-Business Grant for Basco Holdings LLC

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### Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to promoting economic development, job growth, and community enhancement within its designated redevelopment area. Basco Holdings LLC, a local apprenticeship program, has recently relocated its operations within the OCRA boundary. This move presents an opportunity to support its efforts in training and developing local residents.

The CRA seeks to facilitate the interior build-out of Basco Holdings LLC's commercial property to enhance its functionality and support its apprenticeship initiatives. A micro-business grant of \$35,000.00 is proposed to assist in this endeavor.

### Purpose

1. Establish and issue a micro-business grant for Basco Holdings LLC in the amount of \$35,000.00.
2. Enter into a grant agreement to ensure the funds are allocated solely for the interior build-out of the Grantee's commercial location.

### Key Provisions:

- 1. Incorporation of Recitals:**
  - The recitals in the resolution preamble are incorporated by reference.
- 2. Grant Authorization:**
  - A micro-business grant of \$35,000.00 will be disbursed to Basco Holdings LLC for the sole purpose of enhancing its commercial property as outlined in Exhibit "A."
- 3. Public Purpose:**
  - The grant serves a public purpose by promoting economic development, job creation, and expanding the City's tax base.
- 4. Scrivener's Errors:**



## Memorandum

- Any scrivener's errors will not affect the intent of the resolution and may be corrected as needed.

### 5. Effective Date:

- The resolution takes effect immediately upon adoption.

### Justification:

- **Economic Impact:**  
Supporting Basco Holdings LLC aligns with the CRA's goals of fostering economic development and job creation.
- **Community Development:**  
The apprenticeship program provides residents with training opportunities that enhance workforce readiness and promote long-term economic benefits.
- **Strategic Investment:**  
Enhancing Basco Holdings LLC's property strengthens the commercial infrastructure within the CRA area, contributing to overall community revitalization.

### Recommendation:

1. Establish and issue the micro-business grant of \$35,000.00 for Basco Holdings LLC.
2. Authorize the Executive Director to execute all necessary agreements to effectuate this program.

RESOLUTION NO. 25-\_\_\_\_\_

**A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR TO ESTABLISH AND ISSUE A MICRO BUSINESS GRANT FOR THE COMMERCIAL ENHANCEMENT OF THAT CERTAIN PROPERTY LOCATED AT PEPE'S AUTO SOLUTION IN THE OCRA AREA TO FURTHER FACILITATE COMMERCIAL DEVELOPMENT IN THE OCRA AREA, PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Opa-Locka Community Redevelopment Plan, among other goals, recognizes the enhancement of commercial properties and to provide opportunities for resident employment within the Opa-Locka Community Redevelopment Area; and

WHEREAS, Pepe's Auto Solution, Inc. (the "Grantee") is a local business within the OCRA area; and

WHEREAS, the OCRA seeks to assist in the interior build out of the location of the Grantee's commercial operation; and

WHEREAS the Grantee has agreed to pursue a certain build out plan to enhance the commercial utilization of its property, according to Exhibit "A" (the "Project"); and

WHEREAS, to encourage the development within the Community Redevelopment Area, the Agency will contribute micro-grant funds in the total amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) to be applied toward the interior build-out of the Grantee's location; and

WHEREAS, on January 22, 2025, Agency recommended approval of grant funding for this Project for funds under its micro-business grant program; and

WHEREAS the Agency and the Grantee are desirous of entering into a grant agreement to effectuate the development of the Project; and

WHEREAS, the Agency finds and declares that this Agreement serves as public purpose, which includes the promotion of economic development, job growth, and the future expansion of the City's tax base.

**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

Pursuant to a grant agreement, the Board of the Opa-locka Community Redevelopment Agency approves/denies the disbursement of this micro-business grant in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) to the Grantee for sole purposes of the interior build-out of its commercial offices.

**Section 3.** SCRIVENER'S ERRORS

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jannie Russell  
OCRA Chair

ATTEST:

\_\_\_\_\_  
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 Santiago	Yes/No
Vice Chairwoman N. Williams	Yes/No
Chairwoman Russell	Yes/No



## Memorandum

To: Opa-Locka Community Redevelopment Agency Board Members

From: Opa-Locka Community Redevelopment Agency

Date: 03/06/2025

Subject: Resolution: Authorization to Establish and Issue a Micro-Business Grant for Pepe's Auto Solution Inc

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### Background

The Opa-Locka Community Redevelopment Agency (CRA) is committed to promoting economic development, job growth, and community enhancement within its designated redevelopment area. Pepe's Auto Solution Inc, a local apprenticeship program, has recently relocated its operations within the OCRA boundary. This move presents an opportunity to support its efforts in training and developing local residents.

The CRA seeks to facilitate the interior build-out of Pepe's Auto Solution Inc's commercial property to enhance its functionality and support its apprenticeship initiatives. A micro-business grant of \$35,000.00 is proposed to assist in this endeavor.

### Purpose

1. Establish and issue a micro-business grant for Pepe's Auto Solution Inc in the amount of \$35,000.00.
2. Enter into a grant agreement to ensure the funds are allocated solely for the interior build-out of the Grantee's commercial location.

### Key Provisions:

- 1. Incorporation of Recitals:**
  - The recitals in the resolution preamble are incorporated by reference.
- 2. Grant Authorization:**
  - A micro-business grant of \$35,000.00 will be disbursed to Pepe's Auto Solution Inc for the sole purpose of enhancing its commercial property as outlined in Exhibit "A."
- 3. Public Purpose:**
  - The grant serves a public purpose by promoting economic development, job creation, and expanding the City's tax base.
- 4. Scrivener's Errors:**



## Memorandum

- Any scrivener's errors will not affect the intent of the resolution and may be corrected as needed.

### 5. Effective Date:

- The resolution takes effect immediately upon adoption.

### Justification:

- **Economic Impact:**  
Supporting Pepe's Auto Solution Inc aligns with the CRA's goals of fostering economic development and job creation.
- **Community Development:**  
The apprenticeship program provides residents with training opportunities that enhance workforce readiness and promote long-term economic benefits.
- **Strategic Investment:**  
Enhancing Pepe's Auto Solution Inc's property strengthens the commercial infrastructure within the CRA area, contributing to overall community revitalization.

### Recommendation:

1. Establish and issue the micro-business grant of \$35,000.00 for Pepe's Auto Solution Inc.
2. Authorize the Executive Director to execute all necessary agreements to effectuate this program.



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

<b>Department Director:</b> _____ <b>Date:</b> _____	
Darvin Williams, Interim City Manager	
<b>City Manager:</b>	
<b>Department:</b> Community Redevelopment Agency	<b>Sponsor Name:</b>
<b>Meeting Date:</b> March 11, 2025	<b>Item Type:</b> Discussion Item
<b>Strategic Plan Related:</b> No	<b>Strategic Plan Priority Area:</b> Enhanced Organizational Business and economic development Public Safety Quality of Education Quality of Life and City Image Communication
<b>Strategic Plan Objective/Strategy:</b>	

**Short Title:**

**Staff Summary:**

**Fiscal Impact:** No

<b>Funding Source:</b> <i>(Account Number)</i>	<b>Advertising Requirement:</b> No
<b>Contract/P.O. Required:</b> No	<b>RFP/RFQ/Bid#:</b>

**Proposed Action:**

**Attachment(s):**

None