



## **PUBLIC NOTICE**

### **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY NOTICE OF SPECIAL COMMUNITY REDEVELOPMENT AGENCY MEETING**

**NOTICE IS HEREBY GIVEN** that a meeting of the Opa-locka Community Redevelopment Agency Special Meeting will be held on **Tuesday, March 28<sup>th</sup>, 2023, at 6:00 p.m.**, at Opa-locka Municipal Complex, 3<sup>rd</sup> floor Commission Chambers, 780 Fisherman Street, Opa-locka, Florida. The purpose of this Special Community Redevelopment Agency Meeting is to discuss and consider the following:

- A) H1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH LINDA TAYLOR ("CONSULTANT") TO PROVIDE SERVICES RELATED TO THE OPERATION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S RENTAL AND MORTGAGE ASSISTANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
  
- B) H2. A RESOLUTION OF THE CITY OF OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY APPROVING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT FOR 2022; PROVIDING FOR INCORPORATION OF RECITALS; SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

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#### **Procedures for Public Participation**

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

**To participate virtually**, please register online by 6:00 p.m. on the scheduled meeting date via the City of Opa-locka website at [www.opalockafl.gov](http://www.opalockafl.gov).

#### **How to watch the meeting**

Members of the public can watch City of Opa-locka public meetings at <https://www.youtube.com/user/CityofOpaLocka>.

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 (voice) for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service)

prior to the proceeding. For questions and/or additional information, please contact the Office of the Community Redevelopment Clerk by email at [tdallas@opalockafl.gov](mailto:tdallas@opalockafl.gov) or by telephone at (305) 953-2868.

**Tiffany Dallas**  
**Community Redevelopment Agency Clerk**

**Joanna Flores, CMC**  
**City Clerk**

# OCRA Agenda



## **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY SPECIAL MEETING AGENDA**

**Tuesday, March 28<sup>th</sup>, 2023 @ 6:00 p.m.**

NOTICE IS HEREBY GIVEN that the Opa-locka Community Redevelopment Agency will meet on **Tuesday, March 28<sup>th</sup>, 2023, at 6:00 p.m.** at Opa-locka Municipal Complex, 3rd floor Commission Chambers, 780 Fisherman Street, Opa-locka, Florida:

**A. CALL TO ORDER**  
[SILENCE OR TURN OFF ALL CELL PHONES]

**B. ROLL CALL**

**C. MOMENT OF SILENCE**

**D. PLEDGE OF ALLEGIANCE**

**E. PUBLIC COMMENTS**

**F. RESOLUTIONS**

**A) H1. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH LINDA TAYLOR (“CONSULTANT”) TO PROVIDE SERVICES RELATED TO THE OPERATION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY’S RENTAL AND MORTGAGE ASSISTANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**B) H.2 A RESOLUTION OF THE CITY OF OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY APPROVING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT FOR 2022; PROVIDING FOR INCORPORATION OF RECITALS; SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**I. BOARD COMMENTS**

**J. OCRA DIRECTOR'S REPORT/BOARD UPDATES**

**I1. Auditor General Findings (OCRA Findings number 85-99)**

**K. ADJOURNMENT**

**All interested persons are invited to attend this meeting. For additional information, please contact the Opa-locka Community Redevelopment Agency @ 305.953.2868 ext. 1252.**

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

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

**Tiffany Dallas  
CRA Board Clerk**

**Joanna Flores, CMC  
City Clerk**

## F. Resolutions

# Resolution H1.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO ENTER INTO A CONSULTANT AGREEMENT WITH LINDA TAYLOR ("CONSULTANT") TO PROVIDE SERVICES RELATED TO THE OPERATION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S RENTAL AND MORTGAGE ASSISTANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the OCRA Board desires to enter into a consultant agreement setting forth terms and conditions of payment with Linda Taylor for professional services related to the operation of the OCRA's rental and mortgage assistance program for an amount not to exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00); and

**WHEREAS**, the OCRA and Linda Taylor desire to enter into the consultant agreement, attached hereto as "Exhibit "A".

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

**Section 1. RECITALS**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The OCRA hereby approves the consultant agreement with Linda Taylor setting forth the terms and conditions of payment for the provision of consultant services associated with the OCRA's rental and mortgage assistance program, as more specifically set forth in Exhibit "A," for an amount not to exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00).

**Section 3. EFFECTIVE DATE**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

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Jannie Russell, OCRA Chair

Attest to:

Approved as to form and legal sufficiency:

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Tiffany Dallas  
OCRA Clerk

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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) _____

Linda S. Taylor  
[LSTFIRST@AOL.COM](mailto:LSTFIRST@AOL.COM)  
305.725.4632

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Experienced professional with over 35 years managing social service programs for Miami-Dade County and the City of Opa-locka. Adeptly managed the following programs: Rental Assistance, Utility Assistance - Low-Income Home Energy Assistance Program (LIHEAP and Care to Share), 24/7 Emergency Housing Facilities, Emergency Food and Shelter, Veteran Services, Boarding Homes, Family and Child Enrichment Alternative, initiatives under the CARES Act and various other programs which addressed the full spectrum of social service needs.

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#### **WORK EXPERIENCE:**

City of Opa-locka, Florida. City Manager's Office. Special Assistant to the City Manager.

November 2020 - February 2022

- Assisted in the expenditure of \$2.1 million funding under the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- Created and effectively administered the following programs:
  - Housing Assistance - 29 residents approved; total amount of assistance \$125,178
  - Grocery Gift Card Program - 5,617 gift cards from Publix and Winn-Dixie were issued in denominations of \$250 and \$500, November 2020 - December 2021
  - Grocery Gift Card Program - 625 households received \$100 cards to Publix, August 2021
  - Community Outreach to senior complexes and disabled residents, to deliver gift cards, conducted with assistance from Parks staff
  - Home Beautification through agreement with Greater Miami Service Corps. Seven homeowners received this service along with a Publix gift card
  - Personal Protection Equipment (PPE)/School Uniform Vouchers - 1143 vouchers were issued to parents for school uniforms and PPE equipment
  - Summer Right Turn Employment and Training Program - a 10-week program which provided training to Opa-locka residents ages 18-25. Participants received a stipend, lunch, and participated in seminars on leadership development and financial management. These participants, also, were involved in the beautification projects
  - Health Fair conducted through community partnership with Wellspring Community Resources
  - Established agreement with Alliance for Aging and the City to provide utility assistance for senior residents through

- Emergency Home Energy Assistance Program (E HEAP). Arranged training for Parks staff through FP&L
- Arranged for Low-Income Home Energy Assistance Program (LIHEAP) applications to be completed by disabled and senior residents with the assistance of Parks staff
- Assisted various Departments with responses to the 99 findings in the State Audit
- Assisted with the revision of policies and procedures to address 99 findings

Miami-Dade County Government, Community Action and Human Services Department (CAHSD) and Department of Human Services (DHS)

2018 - 2008 CAHSD, Positions Held: Center Director, Special Projects Administrator

- Managed a 41,000sf facility (Culmer Center) and a 21,000sf facility (Edison Center) housing state and local government and private service providers
- Supervised a staff of social workers, para-professionals, custodians and security
- Managed a youth alternative program - Project FACE
- Administered full range of social service programs addressing the comprehensive needs of those in our communities, e.g. housing, utilities, food, financial management, after-school care, etc.
- Wrote and revised policies and procedures for administering programs
- Prepared various reports tracking outcomes and expenditures
- Worked with funding sources to ensure compliance with regulations

1980 - 2007 Department of Human Services, Positions Held: Acting Bureau Chief, Center Director, Executive Assistant to Director, Administrative Officer

- Directed a staff of over 300 as Acting Bureau Chief
- Managed the Neighborhood Assistance Bureau which included supervising managers of 10 Neighborhood Service Centers, two Emergency Housing Units, Veteran Services Program and a General Assistance Program which provided monthly assistance to persons applying for Social Security and/or Social Security Disability
- Developed the Bureau's budget; wrote policies and procedures for social service programs; wrote job descriptions and requests for classification
- Monitored programs for compliance

## **EDUCATION**

Florida International University, 1992, Master of Public Administration; 1989, Bachelor of Public Administration and Labor Relations/Human Resources Certificate

References available upon request

**The Great City of Opa-locka  
City Manager – Social Service Accomplishments  
2020 – 2021**

**CARES Act Municipal Program Funds**

The City of Opa-locka was awarded \$2.1 million for the development of its Grocery Gift Card (GGC) and Housing Assistance Programs. Both programs provided relief to persons who faced financial hardship and were food insecure as a result of COVID-19. Note: Miami-Dade County contracted with the Hagerty Firm to manage the housing programs of all municipalities receiving CARES Act funding.

Number of households which received assistance:

**November – December 2020**

**Grocery Gift Card Program - \$1.6 million allocated**

- Publix – 4,567 households received \$250 cards
- Winn-Dixie 1,050 households received \$500 cards

**Housing Assistance Program - \$400,000 allocated**

# of Applications	Status	\$ amount, if applicable
29	Approved	\$125,178.00

**August 2021**

**Grocery Gift Card Program - \$60,035 allocated, August 2021**

- Publix – 625 households received \$100 cards

Through the Parks Department, the City delivered gift cards to Archbishop and Town Center complexes, Seniors on the Move participants and many physically impaired and homebound seniors/adults.

**Personal Protection Equipment/School Uniforms**

A total of 1143 vouchers were issued to families to received personal protection equipment and school uniforms.

**Home Beautification**

The City partnered with Greater Miami Service Corps (GMSC) to beautify seven (7) homes. Some of what the homes received included exterior painting, exterior wood replacement, sodding, landscaping, debris removal (hording) and ramp addition as needed. Permits were drawn and approved Opa-locka color chart was used. Approximately 12 homes were vetted for participation. Eligibility required homeowner reside in residence, property had to be lien free and taxes paid up to date. The Manager's Office is in discussion with GMSC to continue collaboration re beautification throughout

the City using that agency's CDBG Housing Rehabilitation funds. GMSC has history with the City since 2018 beautifying homes in Miami-Dade County's District One of which more than 10 homes were in the City of Opa-locka. **Update:** American Rescue Act Funds will be explored as a funding source for beautification initiatives.

#### Summer Right Turn Employment and Training Program

A 10-week employment and training program for young adult ages 18-25. Participants received a stipend; lunch; seminars on leadership and financial management; employability skills and participated in community beautification projects.

#### Neighborhood Canvassing

Media blitz developed, marketed in English, Creole and Spanish, to flood the community with notices of upcoming City events, particularly health and safety events associated with preventing spread of COVID.

#### Health Fair

Hundreds of residents participated in the August 21<sup>st</sup> health fair. Participating agencies included Miami-Dade Headstart/Early Headstart registration, COVID vaccinations provided through a health clinic, mental health component, gospel concert, entertainment, grocery gift card distribution, and a nutritious meal was provided.

#### Partnerships/Agreements

- Electricity Bill Assistance:
  - a) Emergency Home Energy Assistance Program (E HEAP) for the elderly. The City has an agreement with The Alliance for Aging to assist seniors age 60 or over with payment of past due or disconnect electric bills. The bill does not have to be in the name of the senior; however, they must reside in the home. This program is conducted out of Sherbondy Park.
  - b) Low-Income Home Energy Assistance Program (LIHEAP) assists eligible low-income households with their heating and cooling energy costs bill payment. The City obtained applications from the Miami-Dade Miami Gardens Community Service Center. Staff assists seniors in completing applications which are then delivered to the Miami Gardens Center for processing. Recipients may receive a maximum credit of \$1,350.00 towards their electrical bill. Outreach will be conducted by staff to senior complexes.  
Services are based on availability of funds.
- Water Bill Assistance: Miami-Dade Community Action and Human Services Department (CAHSD) will establish MOUs with municipalities to access funding through the Low Income Home Water Assistance Program (LIHWAP). This program will allow residents with arrears water bills to apply for assistance. CAHSD is awaiting funds.
- Greater Miami Service Corps – Manager's Office in discussion to participate in the agency's CDBG funding for housing rehabilitation. Update: American Rescue Act Funds will be explored for this initiative.

## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is entered into by and between **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, hereinafter called “OCRA” and **LINDA TAYLOR**, hereinafter called “Consultant”, whose business address is \_\_\_\_\_. The OCRA and Consultant may be hereinafter referred to individually as “Party” or collectively as “the Parties”. The Parties intend for this Agreement to govern their dealings and relationship and, hereby, assign an effective date of March \_\_, 2023.

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

### **1. PROGRAM OVERVIEW**

The Opa-locka Community Redevelopment Agency (OCRA) has been awarded \$100,000 from the (\_\_\_\_\_ name of grant/funder) (the “Program Funds”) to administer a Rental and Mortgage Assistance Program (the “Program”) serving the residents of the City of Opa-locka. Residents are required to complete an application for assistance to determine eligibility to receive up to \$1,500 payable to associated vendor on their behalf. The OCRA is seeking to enter into an agreement with Linda Taylor, Consultant, to receive grant management consultation services to coordinate this program and facilitate rental/mortgage payments on behalf of applicants.

### **2. OCRA ADMINISTRATION OF GRANT**

In October 2022, OCRA Administration created and distributed Rental and Mortgage Assistance applications resulting in approval of 14 applications in November 2022, which are presently pending payment. To facilitate payment of these and future applications, OCRA will:

1. Provide Consultant with documentation governing the Program for review and familiarization of requirements associated with administering Program Funds;
2. Confirm eligibility status of previously approved applications and update required documents, as applicable;
3. Provide laptop and work space;
4. Facilitate the continued receipt of applications and required documentation;
5. Provide staff for clerical support and applicant outreach and engagement;
6. Coordinate with an engaged marketing firm to advertise the Program in local and social media platforms.

### **3. RETENTION OF DELIVERABLES**

Consultant possesses specialized knowledge and skills necessary to provide certain services to the OCRA. Therefore, the OCRA desires to retain Consultant and Consultant agrees to provide services as outlined below (collectively, the “Services”):

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

#### **4. COMPENSATION**

- A. The OCRA will pay Consultant for the Services according to the compensation schedule set forth in the terms.
- B. All Services provided by Consultant to the OCRA are expected to be completed by project delivery date to be coordinated between Consultant and the OCRA.
- C. Consultant will be compensated \$2,500 bi-weekly, inclusive of all fees and hours. This Agreement shall be for a 30-day period (the “Term”). Effective March \_\_, 2023, the OCRA holds the option to extend the length of the Term up to three (3) months for an additional \$2,500 bi-weekly rate, if deemed necessary and agreed to by both Parties.
- D. All payments must be made to Linda Taylor via Automated Clearing House (ACH).
- E. Consultant agrees to deliver an invoice for approval to the OCRA Interim Director for all Services rendered. All such invoices shall state the Consultant’s name or code, number of hours worked by day and shall describe the nature of work completed.
- F. Consultant agrees to submit all such invoices within three (3) business days of the bi-weekly pay end date which ends on Saturday and begins on Sunday for work performed. Consultant further agrees that the OCRA will have no liability whatsoever as to any work not invoiced within thirty (30) days after the work was performed.

#### **5. RELATIONSHIP OF THE PARTIES**

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

#### **6. NO DEDUCTION OF TAXES / NO WITHHOLDING**

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

## **7. USE OF OCRA PERSONNEL, FACILITIES AND EQUIPMENT/FIXED RENTAL**

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

## **8. NO BENEFITS**

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

## **9. NO GUARANTEE OF PERSONAL SERVICES**

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

## **10. TERM AND TERMINATION OF AGREEMENT**

- A.** The term of this Agreement shall be as set forth below.
- B.** Consultant will provide the Services up to 24 hours per week. Work hours shall be flexible between in office or remote upon advising OCRA Interim Director.
- C.** The effective date of this Agreement is March \_\_\_, 2023, or upon signature. This Agreement shall continue 30 days from effective date. Agreement may be terminated earlier, or term may be extended, as provided in this Agreement.
- D.** Either the OCRA or Consultant may terminate this Agreement at any time and for any reason by providing written notice.
- E.** Either the OCRA or Consultant may terminate this Agreement if the other party breaches a warranty or material term of this Agreement or otherwise fails to comply with a material obligation under this Agreement and fails to correct the same within five (5) days after written notice from the non-breaching party.
- F.** Upon expiration or termination of this Agreement, Consultant shall return to the OCRA, within two (2) days after expiration or termination, all computer equipment and software (and all copies thereof) owned or licensed by the OCRA, office keys, security cards, all Client and OCRA files, both saved and backup files stored on external drives, all customer lists and documentation prepared and obtained in connection with Consultant's performance under this Agreement, and any other OCRA property held by Consultant or under Consultant's control. All Client and OCRA files must be deleted and removed from Consultant's equipment, if applicable.

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

## **11. CONFIDENTIAL INFORMATION**

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

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

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

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

## **12. NON-EXCLUSIVITY**

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

## **13. ASSIST IN DEFENSE OF CLAIMS**

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

## **14. REMEDIES FOR BREACH OF AGREEMENT**

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

## **15. INDEMNIFICATION**

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

1. Any third party against any Indemnified Party for: (1) personal injury or property damage to the extent such Liabilities arise out of or result from the negligence or willful misconduct of Consultant in providing any Deliverables; or (2) the representations and warranties made by Consultant, or their breach;
2. The OCRA’s client(s) against any Indemnified Party to the extent such Liabilities arise out of or result from the Deliverables; or
3. Any third party (including any employee or Consultant) against any Indemnified Party in connection with the calculation and payment by Consultant, on behalf of its employees or Consultants, of any wages, salaries, compensation, taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers’ Compensation Insurance, The Federal Insurance Contribution Act, The Social Security Act, The Federal Unemployment Tax Act, income tax withholding (federal, state and local) and any and all federal, state or local taxes or contributions.

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

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

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

## **16. COMPLETE AGREEMENT**

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

## **17. GOVERNING LAW**

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

## **18. SEVERABILITY**

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

## **19. WAIVER OF BREACH**

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

## **20. NOTICES**

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

## **21. SURVIVAL AFTER TERMINATION**

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

## **22. COUNTERPARTS**

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

## **23. PUBLIC RECORDS**

**A. Public Records:** Consultant shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the OCRA in order to perform the service.
2. Upon request by the OCRA's records custodian, provide 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
3. 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.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to OCRA, at no cost to OCRA, within seven (7) days. All records stored electronically by Consultant shall be delivered to the OCRA in a format that is compatible with the OCRA's information technology systems. Once the public records have been delivered to the OCRA upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the OCRA.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, [email] OR BY MAIL: OCRA, \_\_\_\_\_  
\_\_\_\_\_ [address].

**B. Policy of Non-Discrimination:** Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

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

**CONSULTANT:**

By: \_\_\_\_\_  
Linda Taylor, individually  
The Individual  
Address: 2121 NW 83 Terrace, Miami FL 33147

**OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Corion DeLaine  
Title: Interim Director  
  
Address: 780 Fisherman Street Fourth Floor Opa-locka, FL 33054

---

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

**OWNERSHIP AND EXPECTATION OF PRIVACY**

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

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

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

**ACCEPTABLE USAGE**

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

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

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

**THEFT OR LOSS OF DATA OR EQUIPMENT**

Consultant must promptly report the theft, loss or wrongful or erroneous disclosure of any item containing confidential information to the City Manager who engaged Consultant.

Consultant is expected to cooperate promptly and fully with any investigation into such theft, loss or wrongful or erroneous disclosure.

**PRIVACY OF CLIENT & EMPLOYEE INFORMATION**

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

associated regulations, and any other federal, state, provincial, local or other laws or regulations) pertaining to the handling of personal information.

## **INFORMATION HANDLING GUIDELINES**

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

### **Data Collection**

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

### **Storage**

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

### **Transmission**

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

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

### **Sending Letters**

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

### **Destruction**

Dispose of confidential information so that it is unreadable and unusable. Note that no records may be destroyed if a preservation notice has been issued on those records by the City or if there is an indication of litigation. Also note that

regulatory requirements or the City record retention policies may apply to files in certain situations.

### **Paper**

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

### **Electronic Disposal**

Drag all files to the PGP shredder icon on the desktop or delete permanently

- Delete unneeded files from the file server
- Remove duplicate files, documents and databases from the PC
- Remove duplicate files from Outlook
- Destroy or electronically wipe external storage devices
- Remove duplicate back up files

### **SYSTEM ACCESS CONTROL**

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

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

### **PHYSICAL SECURITY FOR EQUIPMENT AND INFORMATION**

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

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

#### **In the City's or Consultant's Offices**

When away overnight or for a number of days:

- Cable lock laptops, put in desk/cabinet or take home
- Remove or cover confidential information from desks, walls and public areas
- Lock the computer screen
- Remove CDs, flash drives and other external media that contain confidential information

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

#### **At the City Site**

When away during the day:

- If the work room doors have locks, then lock doors
- Cable lock each machine or lock machines together (thus making theft more difficult and obvious)
- Lock computer screen

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

### **In the Car**

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

### **Airline Storage**

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

### **PORTABLE SYSTEMS SECURITY**

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

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

### **TAKING WORK HOME**

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

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

### **ELECTRONIC MESSAGING**

#### **Sending Sensitive Information**

Electronic messaging sent over the Internet is not a secure method of electronically transmitting information. Therefore, e-mail transmission of non-public personal information outside the City must be secured using either encryption software approved by the City's Corporate IT Department, the City's secure FTP server or by password protecting the file

(e.g., attachment of a zipped and password protected file). If a password-protected file is sent, the password must be delivered separately from the protected document.

### **Forwarding E-mails**

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

### **Approved E-mail & Instant Messaging systems**

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

### **Text Messaging**

Text messages containing confidential information are prohibited.

### **Solicitation and Promotion**

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

### **Harassment**

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

### **Computer Malware Protection**

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

### **Retention of E-mail**

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

## **INTERNET AND INTRANET**

### **Media Streaming**

Audio and video media streaming is prohibited unless required to conduct Consultant's business for the City.

### **Downloading from the Internet**

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

### **Posting Confidential Information**

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

## **VOICE COMMUNICATIONS**

### **VOIP Voice Mail Messages**

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

### **Personal Phone Calls**

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

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

## **SOFTWARE**

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

## **INTELLECTUAL PROPERTY**

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

## **SECURITY TOOLS AND TESTING**

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

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

## **THIRD PARTY ACCESS TO THE COMPANY NETWORK**

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

## **HARDWARE CONFIGURATION**

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

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

## **REMOTE ACCESS**

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

## **REMOTE CONTROL**

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

## **DISPOSAL OF MEDIA**

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

# Resolution H2.

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY OF OPA-LOCKA  
COMMUNITY REDEVELOPMENT AGENCY APPROVING  
THE OPA-LOCKA COMMUNITY REDEVELOPMENT  
AGENCY ANNUAL REPORT FOR 2022; PROVIDING FOR  
INCORPORATION OF RECITALS; SEVERABILITY  
CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER  
CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in August 2012 the City of Opa-locka Community Redevelopment Agency initiated an Interlocal Cooperation Agreement (Interlocal) between Miami-Dade County (MDC) and the City of Opa-locka Community Redevelopment Agency, which grants the City of Opa-locka Community Redevelopment Agency certain redevelopment powers, and

**WHEREAS**, on October 1, 2013, the Miami-Dade County Board of County Commissioner adopted Resolution R-795-13 approving the Interlocal Cooperative Agreement and delegating those redevelopment powers to the City of Opa-locka Community Redevelopment Agency, and

**WHEREAS**, the City of Opa-locka Community Redevelopment Agency has reviewed the City of Opa-locka Community Redevelopment Agency 2022 Annual Report at the City of Opa-locka Community Redevelopment Agency Meeting held on March 28<sup>th</sup>, 2023 and the City of Opa-locka Community Redevelopment Agency intends to comply with the terms of the Interlocal Cooperative Agreement.

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

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

**SECTION 2.** AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency hereby approves/denies the City of Opa-locka Community Redevelopment Agency's 2022 Annual Report and approves the submittal to Miami-Dade County Office of Management and Budget as per the terms of the Interlocal Cooperative Agreement.

**SECTION 3.** EFFECTIVE DATE

This Resolution shall take effect upon the adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Jannie Russell  
OCRA Chair

ATTEST:

---

Tiffany Dallas, OCRA Clerk

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

---

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

Board Member Taylor	(Yes) _____	(No) _____
Board Member Bass	(Yes) _____	(No) _____
Board Member Ervin	(Yes) _____	(No) _____
Board Member Dominguez	(Yes) _____	(No) _____
Board Member Williams	(Yes) _____	(No) _____
Vice Chairperson Davis	(Yes) _____	(No) _____
Chairperson Russell	(Yes) _____	(No) _____



# OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY



## 2021-2022 Annual Report

***“Activate Opa-locka”***

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### **Message from the OCRA Chairwoman:**

This past fiscal year has been a year of transition for Opa-locka. Substantial steps were taken to position our agency to assist business owners and residents in our continued efforts for redevelopment. We were fully committed to providing adequate financial support to business owners and residents alike to progress our great city to a place of equal opportunity and prosperity.

On behalf of the Opa-locka Community Redevelopment Agency (OCRA), I am excited to report the Annual Report and Financial Statements for fiscal year ending September 30, 2022. One of the primary objectives of the CRA is to remain steadfast in eliminating slum and blight and to make positive change within targeted areas through improvements of business and residential structures. The OCRA continues its robust work towards rebuilding the community to achieve the high quality of life desired by all.

The 2021-22 Annual Report highlights the results and initiatives aimed at leveraging our resources to work with and attract private investment. In addition, development initiatives and economic development programs have also been a focal point of our redevelopment agency strategy. With the continued support of the OCRA Board and OCRA administration that we are persistent at strengthening our Downtown and major corridors in Opa-locka. As we highlight our numerous accomplishments and work in progress, the concerns of our business community, residents, and visitors are foremost in our thoughts. Let me take a few moments to highlight the CRA's achievements over the past year.

With new commercial and residential developments underway, an increasing trend in total property value is expected to continue. Real estate growth is also increasing, and there continues to be a rising interest in the city of Opa-locka from the logistical, commercial, and residential sectors. The OCRA plan focuses on redevelopment and economic development as a tool to drive growth in tax increment revenues, which can then be reinvested into additional strategies identified by the plan, such as, community benefits, infrastructure, housing, and neighborhood beautification. The newly created Downtown Masterplan focuses on Downtown redevelopment, including arts and culture, mixed-use residential development, and transportation. Additionally, we have capitalized on existing industry clusters to grow the OCRA, driving investment to major corridors, such as, NW 27<sup>th</sup> Avenue, NW 22<sup>nd</sup> Avenue, Ali Baba Avenue and in the newly designated Opa-locka Innovation District. We are certain that our major corridors and districts will thrive and continue to host economically viable businesses, restaurants, and the arts, as an overall cultural and historical destination that we must sustain.

As Chairwoman of the Opa-locka CRA, I am both humbled and excited to work alongside a group of dedicated Board Members and have the leadership of the CRA staff that serves the community and residents of Opa-locka. It is with great enthusiasm that we examine the accomplishments of Fiscal Year 2021-2022 and acknowledge that they are the results of collaborative and inclusive efforts.

## Board

The 2021-2022 CRA Board Members were:



**Mrs. Jannie Russell Chairperson. Miami-Dade County Appointed Board Member District 1**



**Mr. Chris Davis, Vice Chairman, City of Opa-locka Board member**



**Mrs. Audrey Dominquez, City of Opa-locka Board member**



**Ms. Veronica Williams, City of Opa-locka Board member**



**Mr. John Taylor Jr., City of Opa-locka Board member**



**Mrs. Rose Tydus, Miami-Dade County Appointed Board Member District 2**



**Dr. Sherelean Bass, City of Opa-locka Board member**

# Introduction

Pursuant to Florida Statutes, Chapter 163 Part III, The Community Redevelopment Act of 1969 as amended (hereinafter referred to as the "Act"), the Opa-locka Community Redevelopment Agency (hereinafter referred to as the "CRA") was created for the purpose of facilitating the revitalization of designated "slum" and/or "blighted" areas within the City of Opa-locka.

In accordance with Section 163.355 (5) of the Act, the principal mission of the CRA is the preservation or enlargement of the community redevelopment area's tax base from which taxing authorities the City of Opa-locka and Miami- Dade County receive tax revenues to carry out public initiatives that stimulate the rehabilitation and redevelopment of the designated area mainly by private enterprises. The Tax Increment Financing (TIF) mechanism, unique to community redevelopment agencies, is intended to serve as a stable, recurring source of funds to jump start and catalyze redevelopment within the community redevelopment area during the period in which the tax base of a designated slum and blighted area is increasing.

Community Redevelopment Agencies are a common governmental tool for redevelopment in Florida, and they operate on a budget generated by the increase in property tax revenue within the area. Once the CRA is established, a percentage of the increase in real property taxes goes to the CRA. This tax increment is used to fund and finance the redevelopment projects outlined in the Community Redevelopment Plan.

## OCRA Overview

The Opa-locka CRA's governing Board of Commissioners is comprised of the Mayor and Members of the Opa-locka City and appointees of both Miami Dade County Board of County Commissioners from Districts 1 and 2.

The Opa-locka Community Redevelopment Agency is an independent government agency tasked with eliminating slum and blight in a designated area. The OCRA does this by using increases in taxable values, for a limited period of time within challenged areas, to transform that area into one that again contributes to the overall health of the community. The OCRA's main focus areas are:

- Commercial Rehabilitation and Beautification Grants
- Public-Private Partnership Developments
- Infrastructure Improvements
- Neighborhood Improvement Programs
- Affordable, Workforce, Market Rate, Luxury and Mixed Income Housing
- Affordable/Workforce Housing Development & Renovation
- Transportation and Transit Developments
- To implement the redevelopment program in a manner that balances residential, commercial, environmental, recreational, economic, and aesthetic elements

## **I. Our history**

The City of Opa-locka is considered as the crossroads of North Central Miami-Dade County. On December 10th, 2009, the City of Opa-locka's approved resolution R-09-7920 accepting quote from Carras Community Investment to conduct a Finding of Necessity (FON) report to establish a Community Redevelopment Agency (CRA). The FON was accepted and adopted by the Opa-locka City Commission on April 14, 2010, per resolution R-10-8043, and on April 28, 2010, the City Commission approved resolution R-10-8054, the contract for the development of the Opa-locka Community Redevelopment Plan. This authorized the City of Opa-locka to proceed with the development of the Community Redevelopment Plan with Carras Community Investment. The Opa-locka Redevelopment Plan was completed by Carras Community Investment in May 2011. The Opa-locka City Commission adopted a resolution to create a Community Redevelopment Agency with the City Commission to serve as the CRA Board in addition to two Miami Dade County Commissioner appointees on June 8, 2011, per Resolution R-11-8238, and members were selected October 26, 2011. The Opa-locka CRA (OCRA) Board and City Commission approved the FON for the Opa-locka CRA in May 2012. The Miami-Dade County Board of County Commission (BCC) approved the FON for the Opa-locka CRA on December 4, 2012, per resolution R-996-12, which marks the official beginning of the Opa-locka CRA as on record with the Florida Department of Economic Opportunity (DEO).

The Opa-locka Redevelopment Plan and the Interlocal Agreement were presented to the OCRA Board and the Miami Dade County BCC for consideration from June 2012 through September 2013. The Opa-locka Community Redevelopment Plan was approved by the Miami Dade County BCC on October 1st, 2013, per resolution R-795-13 to address the redevelopment of the area declared as slum and blighted. The Interlocal Agreement was approved in October 2013. The OCRA completed its first year of operation in Fiscal Year 2013-14.

## **II. Staffing**

The Opa-locka CRA's governing Board of Directors is comprised of the Mayor and Members of the Opa-locka City Commission and two Miami Dade County Commissioner appointees.

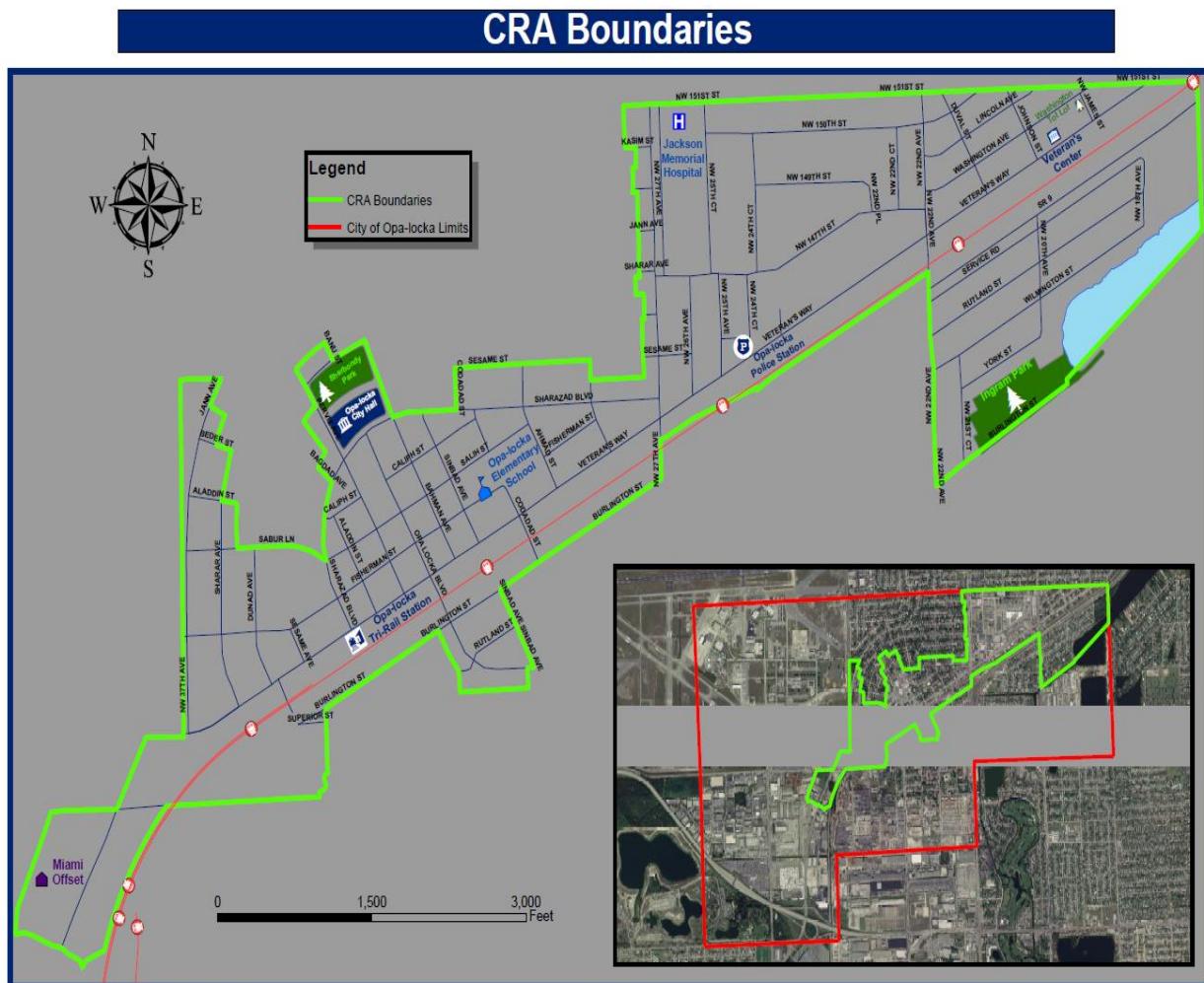
Darvin E. Williams, Interim City Manager | OCRA Executive Director  
Corion DeLaine, City Planner | OCRA Manager  
Gregory Gay, Director of Development Services | OCRA Advisor  
Gerald Lee, PCD Zoning Official | OCRA Staff Member  
Kinshannta Hall, PCD Administrative Assistant | OCRA Board Secretary

## **III. Administrative Procedures**

The Agency's bylaws establish the composition, purpose, powers, meeting notice requirements and administrative procedures. Pursuant to Chapter 163, Part III, Florida Statutes Adopted and Approved by Miami Dade County Resolution No. R-795

## Opa-locka CRA Boundary Map

The Opa-locka Community Redevelopment Area comprises 514 acres, which represent approximately 18% of the city as shown on this map. There are 1105 properties in the CRA district, of which 229 properties have some variation of property tax exemption.



# Opa-locka Community Redevelopment Summary

## IV. Interlocal Cooperation Agreement

In August 2012, the City of Opa-locka CRA Board initiated an Interlocal Cooperation Agreement [Interlocal] between the County and the OCRA, which grants the OCRA certain redevelopment powers. On October 1st, 2013, the BBC adopted Resolution R-795-13 approving the Interlocal and delegating those redevelopment powers to the OCRA. Some of the terms of the Interlocal are:

- OCRA has a 20-year life cycle from FY 2012-13 to FY 2032-33.
- Administrative expenses for the OCRA are capped at 20% for each year's budget [except for the first 5-7 years].
- Funds advanced by the County for OCRA creation expenses are to be reimbursed.
- Approval by BCC is required for amendments to the OCRA Redevelopment Plan.
- Approval by the BCC is required for new indebtedness.
- One or more members of the BCC or Miami-Dade County representative may be appointed to serve on the OCRA Board.
- Annual budget and progress reports must be submitted to the County. Except for debt services payment on existing obligations financed with tax increment revenues, no funds may be spent from the trust fund until the annual budget has been approved by the BBC.
- Community involvements and citizen input shall be obtained in the planning of redevelopment activities.
- An independent audit by a certified Public Accounting firm is required annually.

## V. Redevelopment Plan

Opa-locka redevelopment plan addresses the improvement of the built environment while directing activities that alleviate perpetuating problems in the CRA such as household poverty or low educational attainment. The plan provides a set of direct strategies and initiatives to inform residents about existing and future opportunities that lead to empowerment and self-sufficiency. The plan accomplishes this as a framework of economic development and resident empowerment strategies. The Redevelopment Plan for Opa-locka CRA proposes an outline of programs and strategies to address:

- Infill and Replacement housing - Twin-Houses, Live/Work, Mixed Use, Multifamily
- Economic Development Initiatives
- Infrastructure and Neighborhood Improvements
- Grant and Financing Programs
- Land Acquisition
- Planning and Land Use Regulation

## VI. Adopted 2021-22 Budget

The OCRA adopted/amended budget for the FY 2020-2021 is \$3,054,562 See Attached Documents. Staffing expense was based on the City's Community Development Department spending 10% of its time on CRA issues and the incorporation of a CRA manager who was compensated for 50% of his salary dedicated to OCRA management and incoming staffing, resulting in staffing expense of \$230,610. The primary focus of the budget was: (1) Development Assistance Program - \$500,000, (2) Park Amenities - \$100,000, (3) Parks Masterplan - \$75,000, (4) Streetscape Enhancements - \$75,000 and (5) Park Fences - \$60,000, Historic Building Restoration – \$50,000. \$21,582 was reserved in the Trust account for new projects which might arise.

## FY21-22 CRA ACCOMPLISHMENTS

### VII. Completed Projects for 2021-2022

**Focus areas within CRA - Magnolia North Area, Magnolia Garden Waterfront Area, Cuyahoga Site, Historic Downtown, Barracks Residential Area, Opa-locka Industrial and Opa-locka Airport Industrial areas.**

**New Opportunities** - Miami-Dade's County Owned Properties have moved forward in development under an RFA for a master developer to build a variety of Single Family, Duplex, Multifamily and Mixed-Use Developments for properties east of NW 22 Avenue and Ali Baba Avenue in the Magnolia North Area. A Developer Forum for Downtown Area was held in March 2022 to attract potential new development opportunities. With the new downtown master plan and newly appropriated incentives for development the OCRA is now able to assist in development activity and seeks to advise developers of the new opportunities through this exercise. New mixed-use development is being proposed at the Cuyahoga Site and the Barracks Residential Area.

**Development Incentives/Community Assistance Programs** - The Opa-locka Community Redevelopment Agency Board approved a set of programs and initiatives to assist development within the CRA Boundaries.

- **DEVELOPMENT INCENTIVE FUNDING ASSISTANCE PROGRAM**
  - At the May 25, 2022, The Opa-Locka Community Redevelopment Agency (OCRA) meeting, the OCRA authorized the allocation of \$300,000 for Development Incentive Funding Assistance to facilitate the development of certain deeded sites from Miami-Dade County. The OCRA is seeking to work Palmetto Homes of Miami Inc, who was provided properties through Miami Dade county to development affordable housing units to aid in the creation of new housing in the Magnolia North Area of the OCRA. The funding was allocated for the construction of properties located at: 2060 Washington Street (2-units /1 duplex/ twin home); 2010 Washington Street (2-units / 1 duplex/ twin home); 2061, 2071, 2081, 2091 2099 Ali Baba Avenue (6-unit /3 duplex/ townhomes) or (20 unit apartment with UOT and at 75 units/ ac PZAB and CC); 1901 Washington Street (4-unit/2 duplex/ townhomes or 16 unit apartment at 75 units/ ac by full review w/ PZAB and CC). Construction is to be finished in during Q3 of 2023.



FLOOR PLANS MODEL PH2A OPT 1A 1,467 SF  
(+228 SF GARAGE) 2010 WASHINGTON AVENUE

1

SCALE: 1/4" = 1'-0"

DATE: 5-11-19



FRONT ELEVATION

FLOOR PLANS MODEL PH2A OPT 1A 1,467 SF  
(+228 SF GARAGE) 14811 DUNAL STREET

1

DATE: 5-11-19



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- **PROPERTY AND BUSINESS IMPROVEMENT GRANT PROGRAM (SBAGP) – PROPOSED ALLOCATION: \$245,000**
  - The OCRA voted to approve the Property and Business Improvement grant to eliminate slum and blight, remove deterioration, retrofitting and rehabilitation of structures to remove undesirable uses, improve the “energy efficiency” of existing buildings in the OCRA, or renovations designed to bring the structure into compliance with the current building codes. Also, a part of the grant is to provide assistance to small businesses in areas of need to encourage stronger economic viability and sustainability.

- **RENTAL AND MORTGAGE ASSISTANCE PROGRAM**
  - The OCRA voted to approve the Rental and Mortgage Assistance program to provide short term rental and mortgage payment assistance to residents in need within the OCRA area. The OCRA held a workshop to inform residents and assist them with initial application registration to ensure community participation with the program. The program assisted 14 residents with payments.

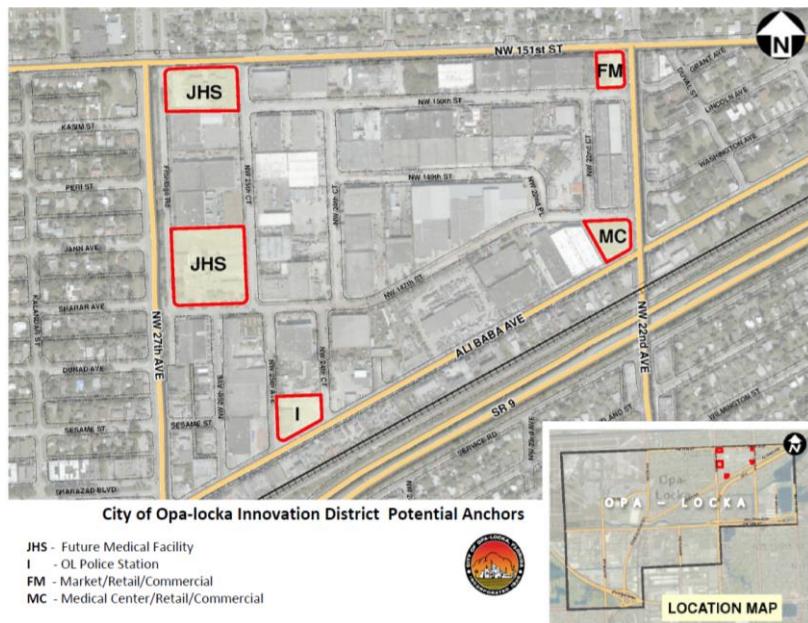


### **Farmers Vendor Market – Bazaar on the Boulevard**

The OCRA in Conjunction with the City of Opa-locka Parks and Recreation Department and Main Street Opa-locka, hosted its first ever Farmers/Vendor Market (Bazaar on the Boulevard) in March 2022. The event had over 15 vendors with participation from the community. The event was a concept exploration of the OCRA in how best to establish monthly/bi monthly community programs for participation of both residents and businesses. The agency is seeking to produce the event on a set schedule to ensure participation of OCRA area businesses in need of a visual boost to the community in an effort to spur socioeconomic activity in the Downtown Area.

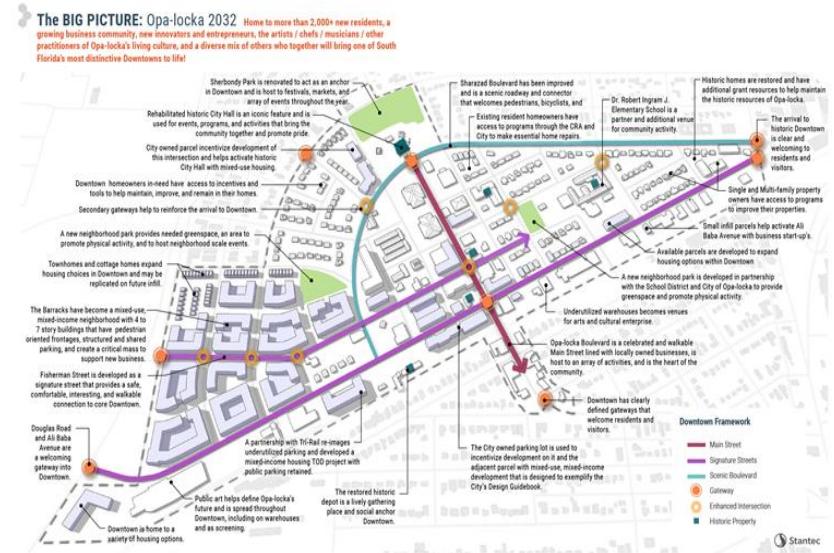


## Opa-locka Technology Innovation District/Technical Training Programs



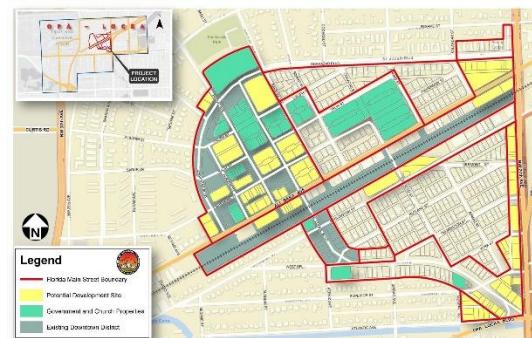
At the recommendation of the OCRA, the City Commission approved the new designation for the Opa-locka Innovation District Overlay for the Opa-locka Commerce Area (OCA). The Opa-locka Community Redevelopment Plan (“the CRP”) was followed by more advanced planning effort that culminated in the [Sustainable Opa-Locka 2030 Comprehensive Development Master Plan](#) (“the comp plan”), an implementation strategy prepared by the Corradino Group. In the CRP, it identified the OCA as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength. Both the CRP and the comp plan advanced the idea of implementing a special district designation in Opa-locka’s Commerce Area to revitalize a depressed and underutilized segment of the city. The OCA offers an array of commercial and industrial properties, excellent access to regional rail service, major highways and corridors, a mix of uses, and a walkable urban form. However, the area also suffers from disinvestment, high levels of heavy industrial uses such as engine repair and rebuilding; waste management, metalworking, and chemical manufacturing, poor infrastructure, and a handful of other issues, some of which can be partially attributed to Opa-locka’s decade’s long issue with zoning and implementation of ordinance issues. The concept of an Innovation District specifically focuses on the Opa-locka Commerce Area, a potential economic engine for the city, to ensure that targeted improvements will have far-reaching effects on the economic well-being of the residents of Opa-locka.

## Designation of Historic Downtown Opa-locka District



At the recommendation of the OCRA, the City Commission approved the new designation for the Historic Downtown Opa-locka District. The Historic Downtown Opa-locka District ("Historic District") designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. , the intention of this section is to develop the Historic District as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain.

### Florida Main Street Program/Main Street Opa-locka



The Florida Main Street program voted and approved Opa-locka as one of its news Main Street Designees. Main Street Opa-locka will be managed by the OCRA within the first 2 years of existence, pending approval of agreement between the two entities. The program is designed to assist cities in redeveloping their urban core to preserve the historical nature of the community. The National Main Street movement has transformed the way communities think about the revitalization and management of their historic downtown commercial districts and have

encouraged public and private reinvestment in such districts by galvanizing volunteers to promote historic preservation. The Main Street Approach provides a flexible framework that puts the traditional assets of our downtown, such as unique architecture and locally owned businesses, to work as a catalyst for a sustainable economy and community pride.

**Re-evaluate the tax Incentives to be incorporated in the OCRA** - Consider short reduction for long term gains, i.e., percentage reduction in impact fees/permit fees, parking requirement reduction, CDBG funds for gap/loan financing, access to Brownfield mitigation funds. Project Site Pro Formas are needed to forecast long term ad valorem tax revenues for potential development opportunities.

### **VIII. Future OCRA Projects FY22-23**

#### **Increase Investment in Development Assistance**

As the OCRA is seeking to expound on the opportunity to redevelop the area, the OCRA is in a position to increase the amount of assistance funding to better mobilize development projects. The OCRA will review development opportunities within the area to better analyze the usage of funds to ensure proper allocation for new development projects that will improve the community.

#### **Establish Housing Assistance Initiatives**

Opa-locka as well as Miami Dade county is currently experiencing housing shortages and affordable housing opportunities for residents. The OCRA is seeking to create opportunities to combat these challenges. In working with local agencies as well as the City of Opa-locka, the OCRA will review opportunities to provide funding assistance to increase viable housing solutions for existing residents as well as new residents seeking to call Opa-locka home.

#### **Historic Property Renovations**

Opa-locka is known for its great amount of historic structures which are of the Moorish revival Style and holds on to the claim of being the largest depository of Moorish Architecture in the Western Hemisphere. To ensure that Opa-locka remains in that category, the OCRA is seeking to provide funds to be available for renovation of historic structures in need to better assist in keeping our historic properties intact for future generations.

#### **Park Amenities Improvements**

In improving on community amenities, the parks in the OCRA are areas in which the community utilizes on a daily basis. The OCRA is seeking to provide improvement opportunities to expound on the amenities being offered to the community to provide for a better sense of community and leisure opportunities for residents and visitors alike.

**XIV. STATEMENT OF REVENUES, EXPENDITURES & CHANGES IN FUND  
BALANCES GOVERNMENTAL FUNDS FISCAL YEAR ENDED SEP. 30, 2022**

## OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY OUTLOOK

The Opa-locka CRA has the potential to benefit from increases in residential and commercial development, especially along the commercial corridors, the Downtown area, and the area adjacent to the Miami Opa-locka Executive Airport. The OCRA Board along with the PCD/OCRA staff will continue to take advantage of branding opportunities to promote Opa-locka as a destination location in South Florida to attract and spur development.

### **Updating the Opa-locka Redevelopment Plan and Expand the boundaries of the OCRA area**

- An update of the OCRA Plan will be completed to consider expanding the CRA boundaries along the west side of NW 22 Avenue and the south side of SR-9 to NW 135th Street and along both side of NW 27th Avenue from SR-9 to NW 135th Street, and Douglas -LeJeune Connector from NW 132 Terrace to Gratigny Expressway [west to NW 42 Avenue]. For this to be accomplished, an updated Finding of Necessity must be drafted for review by the Miami-Dade County administration, a recommendation by Miami-Dade County Sub-Committee on CRAs and approval by Board of County Commissioners.

We have completed year ten of the CRA and in a position now to be able to support its own Executive Director and staff. With the assistance of OCRA Board of Directors, Opa-locka City Officials, City and County administration, the Opa-locka CRA is prepared and looking forward to having an optimistic future. Under our new leadership, we seek to grow and transform the City of Opa-locka in a positive way and hope to show that "***Something Great Can Happen in Opa-locka!***"



# OCRA Director's Report

## Agency Updates

85. **CRA Creation** – The CRA corrected this finding. In October 2020, County personnel sent an e-mail to the CRA regarding the legality of CRA Board actions taken, and related costs incurred, prior to the County BCC authorizing the CRA's creation. The e-mail indicated that CRA creation expenditures are usually charged back to the respective CRA and, because the interlocal agreement creating the CRA does not prohibit these charges, the County concluded that the expenditures were allowable. According to City personnel in February 2022, no additional CRAs had been created, and as of that date, the City had no plans to create additional CRAs.

**OCRA Response:**

86. **CRA Plan Adoption** - **The CRA had not corrected this finding.** Our examination of CRA records and discussions with City personnel disclosed that, as of January 2023, the CRA Board had not amended the CRA Plan to include detailed descriptions of proposed redevelopment projects, estimated project costs, time frames for completing projects, and a certain date for completing all redevelopment projects.

**Recommendation:** The CRA should amend the CRA Plan to include detailed descriptions of proposed redevelopment projects, estimated project costs, time frames for completing projects, and a certain date for completing all redevelopment projects and to correctly modify the CRA's 20-year existence period. Additionally, the CRA should ensure that future modifications of the CRA Plan are publicly noticed and include all required information.

**OCRA Response:** The OCRA voted to approve a budget allocation of \$100,000 in the FY22-23 for the update of the OCRA Plan. The OCRA seeks to initiate the process during spring of 2023 and complete by Fall 2023.

87. **CRA Annual Report of Activities** - The CRA partially corrected this finding. Our examination of City records and discussions with City personnel disclosed that the CRA Board approved the 2018-19 annual report of activities in May 2020, subsequent to the March 31, 2020, deadline. However, although requested, the City did not provide records evidencing that it submitted the CRA's 2018-19 annual report of activities to the County. Further, due to staffing constraints, the CRA submitted the 2019-20 annual report to the County on May 11, 2021, 41 days after the March 31, 2021, deadline. Also, while no records were provided to demonstrate that the CRA submitted the 2018-19 and 2019- 20 fiscal year annual reports of activities to the City, City officials were familiar with the reports as the Mayor and all 4 members of the City Commission sit on the CRA Board, and City personnel prepared the reports.

**Recommendation:** The City should continue efforts to ensure that the required annual reports of activities are timely completed and submitted to the City and the County, and the CRA should retain records evidencing the submittal of the reports.

**OCRA Response: Staff has provided Annual Reports for the past 6 years. OCRA staff will be providing a review of FY2011-2015 as there are limited records of activities from that time. Review is expected to be completed by Summer 2023.**

88. **CRA Annual Audit** - The CRA partially corrected this finding. The CRA obtained a financial statement audit for the 2019-20 fiscal year and submitted the audit report to the Auditor General on September 20, 2022, which was 447 days after the June 30, 2021, due date established by State law. In response to our inquiries in January 2023, City personnel indicated that the audit was not timely completed and submitted due to staffing shortages.

In addition, although we requested, City personnel did not provide records to evidence that City personnel submitted the 2019-20 CRA audit report to the County. In February 2023, County personnel confirmed that they received the 2019-20 fiscal year audit in September 2022.

Further, as of February 2023, the 2020-21 fiscal year audit had not been completed and submitted to the Auditor General and the County, in accordance with State law and the interlocal agreement, respectively. According to City personnel, staffing shortages within the Finance department impacted the City's ability to timely complete the City financial reports. In October 2022, the City contracted with a CPA firm to assist in preparation of the 2020-21 and 2021-22 fiscal year financial reports.

**Recommendation:** The City should ensure that timely annual audits of the CRA are conducted in accordance with State law and the interlocal agreement. In addition, the CRA should retain records evidencing the submittal of the audit reports.

**OCRA Response:** The OCRA is currently contracted with Marcum Accountants and Advisors to complete the FY20-21 Annual Audit, expected completion by Summer 2023. The OCRA will commence the FY21-22 audit by Fall 2023. After review with Auditor General, OCRA will forward a copy of the Annual Audit directly to the Office of the Auditor General once reviewed and adopted by the OCRA Board.

89. **CRA Tax Increment Financing - The CRA partially corrected this finding.** Our examination of City records and discussions with City personnel disclosed that, beginning in December 2020, the City began depositing TIF revenues into the CRA's bank account. Also, on July 27, 2021, the CRA Board passed a resolution effectively waiving all penalties and interest for past due TIF revenue deposits. However, as of December 2020 and shown in Table 11, the City owed the CRA \$63,820 for past due TIF revenue deposits adjusted for CRA-waived late fees and interest, and expenditures paid by the City on behalf of the CRA.

**Recommendation:** The City should immediately pay the CRA the past due required TIF contributions. In addition, the City should ensure, in accordance with State law, that future required annual contributions of TIF revenues are promptly made to the CRA

**OCRA Response:** The OCRA Staff with the OCRA board will review Memorandum of Understanding and Bylaws to determine if a clause will need to be added to address timely payments from the city to the OCRA account. Review to be performed by Summer 2023.

90. **CRA Financial Transaction Accountability** - The CRA partially corrected this finding. Our examination of City and CRA records and discussions with City personnel disclosed that, as of July 2017, the CRA established a separate bank account for CRA transactions. However, the City did not begin depositing the required TIF revenues into the CRA bank account until December 2020. Further, our examination of CRA records and discussions with CRA personnel indicated that, as of February 2023, the CRA had not provided for adequate accountability for CRA financial transactions.

**Recommendation:** The CRA and the City should ensure that proper accountability is established for CRA financial transactions. In addition , CRA financial transactions should be properly authorized by the CRA Board, recorded and reported.

**OCRA Response:** The OCRA board voted during the September 2022 OCRA meeting to approve for an RFP for Bookkeeping services to be released. Seeking to have selection process complete by Summer 2023. Will review Bylaws and Memorandum for possible amendment to ensure timely transactions.

91. **CRA Administrative Expenses and Fees** - The CRA partially corrected this finding.

In October 2020, the City obtained clarification from the County that the \$200,000 administrative expense limitation was an annual rather than cumulative limit for the first 7 years of the interlocal agreement. Based upon the County's determination, our reexamination of the CRA administrative expenses incurred for the 2010-11 through 2016-17 fiscal years disclosed that the \$200,000 annual limit was not exceeded for any of those fiscal years.

According to the interlocal agreement,<sup>122</sup> for years subsequent to the first 7 years of the CRA's existence, CRA administrative expenditures (expenses)<sup>123</sup> may not exceed 20 percent of the TIF deposited annually into the CRA Fund. Our reexamination of the CRA administrative expenses incurred for the 2017-18 fiscal year disclosed that the CRA reported expenditures of \$125,165, all of which were administrative in nature, and exceeded the 20 percent limit by \$53,810.

In addition, our examination of CRA records disclosed that the CRA paid the County the administrative fees of \$1,891 as recommended in our report No. 2019-221. In October 2021, we contacted the County to determine the status of administrative fees charged to CRA for the 2018-19 and 2019-20 fiscal years. County personnel disclosed that, for those fiscal years, the County billed the CRA \$2,751 and \$5,100, respectively, and the CRA timely paid both amounts.

**Recommendation:** The CRA should seek and follow guidance from the County to remedy the excessive CRA administrative costs of \$53,810 from the 2017-18 fiscal year.

**OCRA Response:** Will be speaking with Miami Dade County Office of Management and Budget in regard to the \$53,810 in administrative expense overages from FY17-18. Response will be provided by Spring 2023.

**92. Compliance with the Uniform Special District Accountability Act FDEO Filing and Annual Fee Requirements**

- The CRA partially corrected this finding. Our examination of City records and discussions with City personnel disclosed that, as of January 2023, the CRA had not made any changes to the resolution creating the CRA. Consequently, the City had no occasion to correct that part of the finding.

Our examination of City and FDEO records disclosed that, for the 4 fiscal years 2017-18 through 2020-21, the CRA had paid the annual fees of \$700 and associated late penalties of \$175. The late penalties for those fiscal years were incurred because the CRA paid the FDEO 85 to 862 days after the due dates. In response to our inquiries, City personnel indicated that the late payments occurred because the CRA did not receive the FDEO annual fee notices due to "mail issues." Failure to timely pay the FDEO annual fee results in the CRA incurring financial penalties.

**Recommendation:** To avoid further late payment penalties, it is recommended that the CRA timely pay annual fees to the FDEO.

**OCRA Response:** OCRA Staff has corrected contact person information with the Executive Director being the recipient of all correspondence from DEO. A separate mailbox will be established as previous CRA has been received through Planning and Community Development Department or CRA Attorney's office.

93. **CRA Budgets** - The CRA partially corrected this finding. At its September 18, 2019, meeting, the CRA Board approved the CRA's 2019-20 fiscal year budget, and the budget included anticipated revenues, expenditures, and an estimate of beginning fund balance of \$745,033. The estimated beginning fund balance appeared reasonable as the actual audited ending fund balance for the 2018-19 fiscal year was \$779,900.

Our comparison of the budgeted expenditures to the actual expenditures reported in the 2019-20 fiscal year accounting records disclosed that the actual CRA expenditures were limited to budgeted amounts as required by State law and that CRA Board-approved budgeted expenditures were properly recorded in the accounting records.

However, our examination of the budgetary comparison schedule in the CRA's 2019-20 fiscal year audit report disclosed that the original and final budget amounts<sup>124</sup> differed from the legally adopted budget. Specifically:

- Revenues per the legally adopted budget totaled \$531,000, which was \$281,347 less than the total revenues of \$812,347 reported in the audit report.
- Although the legally adopted budget included a beginning fund balance of \$745,033, no budgeted beginning fund balance was reported in the audit report schedule.
- Similarly, although the legally adopted budget included an ending fund balance of \$773,261, the schedule in the audit report reported no ending budgeted fund balance.

In response to our inquiries in February 2023 as to why the CRA budgetary comparison schedule amounts did not agree with the legally adopted budgeted amounts, City personnel indicated that the budgetary comparison schedule and final budget were created by a Budget Administrator no longer employed by the City, and the City restructured its budget format causing unforeseen differences between the budget and the schedule in the audit report.

Notwithstanding this explanation, it is not apparent why the CRA did not properly report its legally adopted budget in the budgetary comparison schedule presented with the CRA's 2019-20 audited financial statements. Improper reporting of CRA budget amounts in required supplemental information presented with the audited financial statements impairs the ability of financial statement users to compare CRA budgeted and actual amounts and evaluate the variances.

**Recommendation:** The CRA should ensure that CRA Board-approved budgeted amounts are properly reported in the budgetary comparison schedule presented with the CRA audited financial statements.

**OCRA Response:** The OCRA has previously utilized the services of the City's Finance Department. In moving forward to more independent operations, the OCRA board voted during the September 2022 OCRA meeting to approve for an RFP for Bookkeeping services to be released. Seeking to have selection process complete by Summer 2023.

94. **CRA Web Site Transparency** - The CRA partially corrected this finding. At the time of our review in March 2021, the City Web site included a Web page dedicated to the CRA. The Web page prominently featured a map with the boundaries and acreage of the CRA and included links to the three most recent CRA budgets and meeting minutes for the period March 2018 through October 2020, the most recently transcribed minutes available as of March 2021. In addition, the CRA board member names were prominently displayed on the CRA Web page. However, contrary to State law, I25 as of February 2023, neither the CRA Web page nor any other City Web page included the following information required to be posted on the Web site:

- The CRA audit report for the most recent completed fiscal year and audit reports required by law or authorized by the CRA Board.
- A link to the FDFS Web site.

Including the required information on the City's Web site provides information to the taxing authorities required to contribute to the CRA and the public regarding CRA activities and how the CRA is accomplishing its redevelopment objectives.

**Recommendation:** The CRA should continue efforts to ensure that the CRA web page on the City's website includes all information required by State law.

**OCRA Response:** The OCRA has created a new separate website during FY22 to provide clear and direct access to information as per State Requirements.

95. **CRA Board Member Terms** - The CRA had not corrected this finding. Our review of CRA records and discussions with CRA personnel disclosed that, as of December 2022, the CRA Board had not amended its bylaws to clarify the terms of the Board members nominated by the County BCC.

In response to our inquiries, City personnel indicated that no modification of the bylaws was necessary because the CRA Board members appointed by the respective County Commissioners have terms consistent with the terms of the Commissioners who appointed them. Notwithstanding, insofar as the CRA is a legally separate entity, distinct from both the City Commission and the County BCC, revising the bylaws to clarify terms of County BCC-appointed CRA Board members would help prevent confusion by Board members or the citizens they serve as to how long such Board members are to serve on the Board, and would provide specificity regarding terms for all CRA Board members.

**Recommendation:** The CRA Board, in consultation with the County BCC, should amend its bylaws to clarify terms of County BCC-appointed CRA Board members

**OCRA Response: Review with Miami Dade County Board of County Commissioners to amend bylaws for terms of BCC Appointed OCRA Board Members. Update to be provided by Spring 2023.**

96. **Sunshine Law** - The CRA partially corrected this finding. In May 2021, we reviewed the minutes and associated records for the ten CRA Board meetings held during the period October 2019 through February 2021 and noted that all meeting minutes were promptly signed and available for public inspection on the City's Web site as of that date. Additionally, our review of those minutes did not disclose any CRA Board actions on significant topics impacting CRA operations that were not previously openly discussed at public CRA Board meetings.

However, the minutes for three CRA Board meetings were not promptly approved by the Board. Although CRA policies and procedures do not establish a specific time frame for approval of meeting minutes, to promote transparency and public interest, ideally, the CRA Board should approve minutes at the next scheduled Board meeting. We noted that the minutes for the December 11, 2019, January 22, 2020, and February 26, 2020, meetings were approved 35, 56, and 35 days, respectively, after the next Board meetings, or 77 to 91 days after the occurrence of the meetings.

According to City personnel, meeting minutes were not always timely approved because the City's Planning and Community Development Department staff is responsible for transcribing the minutes, and they only work part-time on CRA activities. Notwithstanding this response, prompt preparation and approval of CRA Board meeting minutes would enhance public access to records of official actions taken at the meetings.

**Recommendation:** The CRA should continue efforts to ensure that minutes for all CRA Board meeting are promptly approved and made available for public inspection.

**OCRA Response:** OCRA staff is currently utilizing a stenographer service to provide updated minutes from previous meetings that were missing. Staff is expected to be caught up with all previous meeting minutes by Summer 2023.

97. **Employment Process** - The CRA had no occasion to correct this finding. Our examination of CRA records and discussions with City personnel disclosed that, during the period October 2019 through February 2022, the CRA did not hire an Executive Director or directly employ anyone. Rather, the CRA relied upon City staff to provide CRA support services.

**Recommendation:** NA – No Occasion To Correct

**OCRA Response:** OCRA is currently preparing for a hiring process for a full time Executive Director. A draft job description for Executive Director has been created and will be revised and implemented in the hiring process. The position is to be advertised by Summer 2023.

98. **Severance Pay** - The CRA had not corrected this finding. As previously discussed, during the period October 2019 through February 2022 the CRA did not employ anyone; consequently, the CRA had no occasion to correct the portion of the finding regarding CRA employment agreement severance provisions. However, the CRA Board did not take any action of record regarding the severance compensation of \$25,754 and \$3,610 received by the former Executive Directors. After consultation with the City Attorney, who also provides services to the CRA, City management decided it would not be cost effective to pursue collection of the overpayments from the former CRA Executive Directors. Notwithstanding, City management did not present this determination to the CRA Board for official approval of record.

**Recommendation:** The CRA Board should consider taking action to recover the severance compensation received by the former Executive Directors in excess of amounts specified in their employment or separation agreements. It is further recommended that the City's prior determination to not pursue recovery be present to the CRA Board for consideration and, if deemed appropriate, official approval of record.

**OCRA Response:** The OCRA will be working with the City Manager's Office as well as the City Attorney's office to provide a written response in the pursuit of collection of overpayments to former OCRA Executive Directors in which will be presented to the OCRA Board. Action to be completed by Spring 2023.

99. **Legal Services Procurement and Contract Monitoring** - The CRA partially corrected this finding. Our review of the CRA bylaws and discussions with City personnel disclosed that the CRA did not amend its bylaws to require competitive selection of legal and other contractual services and the use of written contracts. However, according to City personnel, as of June 2021, the CRA was using the City's procurement processes, including competitive selection for goods and services and the use of written contracts. As indicated in Finding 67, the City amended its ordinances to establish a documented competitive selection process for procuring legal and other contractual services, and as indicated in Finding 78, the City enhanced controls over contractual monitoring.

Notwithstanding the CRA's use of City procurement policies and procedures, absent formal adoption of such, there is an increased risk that future CRA services will not be competitively selected and that the terms and conditions of such services will not be pursuant to written contracts.

During the period October 2019 through February 2021, the City paid 13 legal services invoices totaling \$22,000 on behalf of the CRA. We examined 6 of the invoices totaling \$11,000 and noted that City personnel paid the invoices in accordance with the legal services contract.

In addition, City management, after consultation with the City Attorney, decided not to request a refund for any overpayments for legal services because it was deemed not cost effective and the expiration of the statute of limitations may hinder collection efforts. Notwithstanding, City management did not present this determination to the City Commission for official approval of record.

**Recommendation:** It is recommended that the CRA Board revise the bylaws to require:

- The use of a documented competitive selection process for procuring legal and other contractual services.
- The use of written contracts for the of legal and other contractual services and ensure that such contracts include severance pay and other provisions that are are consistent with good business practices and State law.

In addition, it is recommended that the City management's decision not to pursue a refund for the overcharges for legal services noted in the prior audit report, No. 2019-221 be presented to the CRA Board for official approval of record.

**OCRA Response: During the September 2022 OCRA Meeting, staff presented an RFP process for the selection of Legal Services of the OCRA to implement a process for selection which is pursuant to Article IV Division I, Purchasing. The OCRA from its creation adopted the City's procurement process as a means to streamline the procurement of services. At this time the OCRA is drafting and will present a standalone Policies and Procedures for the agency which will govern such policies and processes of the OCRA moving forward. The Policies and Procedures guidebook will be presented to the OCRA Board for review by Spring 2023.**