



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

**Tuesday, March 14<sup>th</sup>, 2023 @ 6:00 p.m.**

NOTICE IS HEREBY GIVEN that the Opa-locka Community Redevelopment Agency will meet on **Tuesday, March 14<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 (OCRA) APPROVING THE APPOINTMENT OF CORION J. DELAINE AS INTERIM EXECUTIVE DIRECTOR OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
- I. BOARD COMMENTS
- J. OCRA DIRECTOR'S REPORT/BOARD UPDATES
  - 11. Rental and Mortgage Assistance update
  - 12. Auditor General Findings (OCRA Findings number 85-99)
  - 13. Strategic Planning Session
  - 14. Marketing and Public Relations
  - 15. Small Business – outreach and workshop
  - 16. Streetscape Improvement/Public Art projects
- K. FINANCIAL EXPENDITURE REPORT
- L. 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. 1250.**

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 (7) 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**

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

**A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) APPROVING THE APPOINTMENT OF CORION J. DELAINE AS INTERIM EXECUTIVE DIRECTOR OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY; 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 an agreement setting forth terms and conditions of employment with Corion J. Delaine as the Interim Executive Director of the OCRA; and

**WHEREAS**, the OCRA and Corion J. Delaine desire to enter into the contract, attached hereto as "Exhibit "A".

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

**Section 1. RECITALS**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The OCRA hereby approves the Employment Agreement with the Corion J. Delaine setting forth the terms and conditions of employment as the Interim Executive Director of the OCRA, as more specifically set forth in Exhibit "A".

**Section 3. EFFECTIVE DATE**

This Resolution shall take effect immediately upon adoption.

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

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

Attest to:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Tiffany Dallas  
OCRA Clerk

\_\_\_\_\_  
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) _____

**EMPLOYMENT AGREEMENT  
BETWEEN THE  
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY  
AND  
CORION J. DELAINE**

**THIS EMPLOYMENT AGREEMENT** (the "Agreement") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") between the **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "OCRA") and **CORION J. DELAINE** ("Interim Executive Director", "Employee").

**R E C I T A L S**

1. The OCRA desires to employ Corion J. DeLaine as the Interim Executive Director of the OCRA, as provided for in the Amended and Restated By-Laws of the OCRA (the "By-Laws"),

2. The OCRA, through its Board of Commissioners (the "Board"), desires to provide for certain benefits and compensation for the Interim Executive Director and to establish conditions of employment applicable to the Interim Executive Director.

3. Corion J. DeLaine desires to accept employment as the Interim Executive Director pursuant to the terms and conditions of this Agreement set forth below.

4. The terms and conditions of this Agreement are subject to the Board's approval of employee policies and procedures for the OCRA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment of the Interim Executive Director.** Pursuant to Section 2.4 of the Amended and Restated By-Laws of the OCRA (the "By-Laws"), the Board hereby appoints Corion J. DeLaine as the Interim Executive Director effective March \_\_\_\_, 2023 (the "Appointment Date").

2. **Duties.** The Interim Executive Director shall be the Chief Executive Officer of the OCRA and perform the functions and duties as set forth in Section 2.4 of the By-Laws and other associated and legally required duties and functions as the Board shall direct from time to time. The Interim Executive Director agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of his ability. Upon execution of this Agreement, the Interim Executive Director agrees to disclose all outside employment. Thereafter, the Interim Executive Director shall not engage in any other outside employment for compensation without disclosure to Board. The Interim Executive Director acknowledges that any outside employment shall not detract, limit, be in conflict, or interfere with the performance of functions and duties described above, which are considered to be duties employed on a full-time basis for the OCRA.

3. **Term.** The initial term of this Agreement shall be for six (6) months, commencing on the Appointment Date and ending on September \_\_\_\_, 2023 (the "Initial Term"). Thereafter, the Initial Term of this Agreement may be renewed upon Board approval, on or before September \_\_\_\_, 2023, for an additional six (6) month extension (the "Extension Term") under the same terms and conditions as set forth herein or such other terms and conditions as agreed upon by the parties or until the Board has approved the hiring of a permanent Executive Director. The Initial Term and any Extension Term(s) are hereinafter referred to as the "Term."

**4. Termination.**

**4.1 Termination by OCRA.** The Board shall appoint the Interim Executive Director and may remove the Interim Executive Director by a majority vote of its members upon no less than thirty (30) days before such removal shall become effective. Interim Executive Director may be placed on administrative leave with pay during this process by a majority vote of the Board.

**4.2 Termination by Interim Executive Director.** The Interim Executive Director may voluntarily resign his position during the Term upon at least ninety (90) days written notice prior to the effective date of such resignation. In the event the Interim Executive Director voluntarily resigns, the Interim Executive Director shall not be entitled to receive severance; provided, however, the Interim Executive Director Employee shall be entitled to payment of accrued leave balances in accordance with Section 11 below.

**5. Annual Base Salary.** The Interim Executive Director shall be paid at a rate set forth in the Classification and Pay Plan of the City, as may be amended from time to time, payable in weekly installments on the same dates as other employees of the OCRA are paid. The initial rate shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) per year commencing on the Appointment Date. The Interim Executive Director shall be entitled to receive a cost of living adjustment ("COLA") from and after \_\_\_\_\_, 2023 in an amount equal to the COLA provided by the City to its Department Directors. In addition to the COLA, the Board may evaluate the performance of the Interim Executive Director to determine any enhancement in annual salary and/or benefits. Any such enhancement in said annual salary and/or benefits shall be based upon the result of the performance evaluation, and shall be at the Board's discretion. In no event shall the Board exercise its discretion under this Section 6 to reduce the Interim Executive Director Employee's salary and/or benefits.

**6. Retirement Plan.** The City of Opa-locka is a member of the Florida State Retirement System based on the Employee's classification (Regular, Special Risk, or Senior Management) and the Interim Executive Director pays 3% of his gross salary (pre-tax).

**7. Health, Dental and Life Insurance.**

**7.1 Health and Dental Insurance.** The OCRA shall provide health and dental insurance coverage for the Interim Executive Director and his family on the same basis as provided to other unclassified Administrative Staff of the City.

**7.2 Life Insurance.** The City provides life insurance coverage in the total amount of \$50,000 for all employees at no cost. Employee shall be responsible for any additional coverage. The Life Insurance Policy shall provide that, upon the termination of Interim Executive Director employment, ownership of the Life Insurance Policy may be transferred to Interim Executive Director, provided Interim Executive Director pays the premiums for such Life Insurance Policy accruing after the termination of his employment. The Interim Executive Director shall be responsible for all applicable taxes associated with the Life Insurance Policy in accordance with applicable law.

**8. Disability Insurance.** The OCRA agrees to provide disability insurance for the Interim Executive Director at the benefit level provided to other unclassified Administrative Staff of the City.

**9. Sick, Annual and Holiday Leave.** The Interim Executive Director may accrue a maximum of 192 hours. Once the Employee accrues the maximum accrual, the Employee shall not accrue any additional annual leave days until the Employee utilizes the annual leave days. If

the Interim Executive Director terminates his employment, OCRA shall disburse accrued annual leave hours based on the Employee's current hourly wage or salary. OCRA shall process payment within 30 days of official last day of employment. OCRA shall credit the Interim Executive Director with all previously unused sick, vacation and holiday leave accrued prior to the Appointment Date, including any and all pension and/or benefits, all of which shall be subject to payment of the cash value upon resignation or termination as set forth above.

**10. Dues and Subscriptions.** The OCRA agrees to pay the reasonable and customary professional dues and subscriptions of the Interim Executive Director necessary for continued professional participation, growth and advancement, including national, state and local professional associations, as shall be approved in the annual OCRA budget.

**11. Professional Development.** The OCRA agrees to pay the reasonable and customary travel and subsistence expenses for the Interim Executive Director's travel and attendance at the FRA annual conference, ICSC annual conference, ULI annual conference and other reasonably necessary seminars, conferences and committee meetings customary to the position of Interim Executive Director, as shall be approved in the annual OCRA budget.

**12. Indemnification.** Subject to the limitations under Section 768.28, Florida Statutes (2019), the OCRA shall defend, hold harmless and indemnify the Interim Executive Director against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Executive Director's duties. The OCRA will litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered including attorney's fees and legal costs incurred as a result of such action. The OCRA, or its insurance carrier, will provide legal representation for the Interim Executive Director acceptable to the Interim Executive Director, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of the Interim Executive Director's affiliation with the OCRA. Nothing, however, is intended to provide indemnification for any act of the Interim Executive Director which is held by a court of competent jurisdiction to constitute a crime under the laws of the State of Florida or the United States. Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the OCRA's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the OCRA does not waive sovereign immunity, and no claim or award against the OCRA shall include attorney's fees, investigative costs or pre-judgment interest. This indemnification shall survive the termination of this Agreement.

**13. General Provisions**

**16.1 Entire Agreement.** The provisions of this Agreement constitute the entire understanding between the parties. Only the representations and understandings contained herein shall be binding upon the OCRA and the Interim Executive Director. No other representations or understandings are binding on the OCRA and the Interim Executive Director unless contained in this or a subsequently adopted Agreement.

**16.2 Death of Interim Executive Director.** Upon the Interim Executive Director's death, the OCRA's obligations shall terminate except for:

- i. Payment of accrued leave balances in accordance with Section 11 above;
- ii. Payment of all outstanding hospitalization, medical and dental bills in accordance with the OCRA's insurance policies and contracts for the Interim Executive Director;

- iii. Payment of all life insurance and disability benefits; and
- iv. Provision of such other benefits the OCRA has with respect to its unclassified employees generally.

**16.3 Amendments.** No alteration, modifications or amendments to the terms of this Agreement shall be effective unless contained in writing and executed by the OCRA and the Interim Executive Director.

**16.4 Governing Law; Venue.** This Agreement will be governed by the laws of the State of Florida. The OCRA and the Interim Executive Director each waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate state court, in and for Miami-Dade County, costs or pre-judgment interest. This indemnification shall survive the termination of this Agreement.

**16.5 Construction.** Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**16.6 No Waiver.** No express or implied consent or waiver by a party to or of any breach by the other party in the performance by such other party of its obligations under this Agreement will be deemed or constructed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act or the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

**16.7 Notices.** Unless otherwise provided herein, all notice or other communications hereunder shall be in writing and shall be deemed to have been received (i) when delivered personally by hand to the recipients or when transmitted by facsimile to the recipient (with telephonic confirmation by the sender to the recipient), (ii) one business day after mailing by overnight courier, or (iii) three (3) days after mailing by United States registered or certified first class mail (postage prepaid).

**16.8 Bonding.** The OCRA shall bear the full cost of any fidelity or other bonds required of the Interim Executive Director under any policy, regulation, ordinance or law.

#### **14. Representations and Warranties.**

**17.1 No Prior Obligations.** The Interim Executive Director represents and warrants to the OCRA that he is free to accept employment with OCRA as contemplated herein, and he has no other prior obligations or commitments of any kind, written or oral, to any person or entity which would in any way interfere with his acceptance, or the full performances of his obligations and responsibilities, or the exercise of his best efforts and judgment to his employment hereunder.

**17.2 Ability.** The Interim Executive Director represents and warrants to OCRA that He is fully qualified and possesses the requisite skills and experience to perform his duties as set forth herein.

**15. Ethical Commitments.** The Interim Executive Director shall not endorse candidates, make financial contributions, sign or circulated petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the OCRA, nor seek or accept any persona enrichment or profit derived from confidential information, or holding office.



or misuse of public time. The OCRA shall support the Interim Executive Director in keeping these commitments by refraining from any order, direction or request that would require the Interim Executive Director to undertake any of the aforementioned activities. Specifically, neither the OCRA Board nor any individual member thereof shall request the Interim Executive Director to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activities for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The Interim Executive Director voluntarily agrees to this and shall not cause provision to formulate any claim against the OCRA whatsoever. The Interim Executive Director acknowledges the above is in no way a restriction of his freedom of speech, and if so claimed is deemed immediately invalid.

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

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

**[REST OF PAGE LEFT INTENTIONALLY BLANK]**

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

<p><b>INTERIM EXECUTIVE DIRECTOR:</b></p>  <hr/> <p>CORION J. DELAINE</p>	<p><b>OCRA:</b></p> <p>OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic</p> <p>By: _____ Jannie Russell, Chair</p> <p>Attest:</p> <p>By: _____ (Name) CRA Clerk</p> <p>Approved as to form and legal sufficiency:</p> <p>By: _____ (Name) CRA Attorney</p>
---	---



## Opa-locka Community Redevelopment Agency (OCRA)

### Update Report

March 14<sup>th</sup>, 2023

- **Rental and Mortgage Assistance Program** – CRA Staff has engaged with the processing of the first round of Rental Assistance through the Opa-locka CRA's Rental and Mortgage Assistance programs and will be seeking working with a board approved consultant to complete the process. The OCRA has a total of fourteen (14) applications, thirteen (13) rental applicants and one (1) mortgage applicant. Payment will be processed and is pending state oversight review. An agreement will be drafted between the lease/mortgage holder and the OCRA prior to checks being issued to ensure payment. An update of this process will be provided weekly to ensure process completion with follow up with applicants. **To be completed by late March 2023.**
  
- **OCRA Audit Findings** – The OCRA is currently addressing the 15 auditor general findings that we listed along with the 99 audit findings of the City of Opa-locka. The OCRA has been in contact with the Auditor General's office to shore up the Audit findings to bring the OCRA in compliance. Both the City and the OCRA received an update letter from the Auditor General outlining the current status of the findings and what has been accomplished: Below are excerpts of the current standing of the OCRA findings as of March 8<sup>th</sup> 2023:
  - Corrected 1 finding (**Finding 85 CRA Creation**).
  - Partially corrected 10 findings:
    - **87 CRA Annual Report of Activities:** The CRA partially corrected this finding. The CRA should continue efforts to ensure that the required annual reports of activities are timely completed and submitted to the City and County, and the CRA should retain records evidencing the submittal of the reports.
    - **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 October 2022, the City contracted with a CPA firm to assist in preparation of the 2020-21 and 2021-22 fiscal year financial reports. In February 2023, County personnel confirmed that they received the 2019-20 fiscal year audit in September 2022.  
Recommendation: We continue to recommend that the City 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.

- **89 CRA Tax Increment Financing:** The CRA partially corrected this finding. Timely receipt of TIF moneys from taxing authorities is necessary to ensure that the CRA has the resources necessary to carry out its activities. Although we requested, City personnel did not indicate when the remaining TIF moneys owed by the City to the CRA would be remitted to the CRA.

Recommendation: We continue to recommend that the City 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.

- **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. When CRA financial transactions are not properly accounted for and reported, the CRA Board and members of the public may draw incorrect conclusions about the availability of CRA resources for funding CRA operations and projects, and the Board's ability to make informed decisions is diminished. Also, the CRA's ability to ensure compliance with State law, City ordinances, and the interlocal agreement is limited.

Recommendation: We continue to recommend that the CRA and the City 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.

- **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.

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



- **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, we continue to recommend that the CRA timely pay annual fees to the FDEO.
  
- **93 CRA Budgets:** The CRA partially corrected this finding. According to AG examination of the budgetary comparison schedule in the CRA’s 2019-20 fiscal year audit report disclosed that the original and final budget amounts differed from the legally adopted budget. 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: We continue to recommend that the CRA ensure that CRA Board-approved budgeted amounts are properly reported in the budgetary comparison schedule presented with the CRA audited financial statements.
  
- **94 CRA Web Site Transparency:** The CRA partially corrected this finding. The City Web site did not prominently display the CRA and include certain CRA information required to be included on the Web site, contrary to State



law. 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, 125 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. 126

\* A link to the FDFS Web site.

Recommendation: We recommended that, to comply with State law and provide essential information to interested parties, either the CRA establish a Web site that includes all required CRA information, or the City include the CRA information on the City Web site. In addition, we recommended that the CRA be prominently displayed on the City Web site home page.

- **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. Recommendation: The CRA should continue efforts to ensure that minutes for all CRA Board meetings are promptly approved and made available for public inspection.
  
- **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. CRA policies and procedures for selecting firms to provide legal services and developing and monitoring legal services contracts could be improved.

Recommendation: We continue to recommend 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 procurement of legal and other contractual services and ensure that such contracts include severance pay and other provisions that are consistent with good business practices and State law.

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

- Not corrected 3 findings

**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. In addition, the CRA Board had not amended the CRA Plan to correctly specify the CRA's 20-year existence period. In response to our inquiries in January 2023, City personnel indicated that they intend to amend the CRA Plan during the 2022-23 fiscal year.

Recommendation: We continue to recommend that the CRA 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 specify 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.

**95 CRA Board Member Terms:** The CRA had not clearly established the terms of County BCC-appointed CRA Board members.

Recommendation: We recommended that the CRA Board, in consultation with the County BCC, amend its bylaws to clarify terms of County BCC-appointed CRA Board members.

**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: We recommended that the CRA ensure that future employment agreements contain severance pay provisions that are consistent with State law and that severance payments do not exceed the limits established by employment or separation agreements. In addition, we recommended that the CRA Board consider taking action to recover the \$25,754 and \$3,610 of severance compensation received by the former Executive Directors, respectively, in excess of what was specified in their employment or separation agreements.

- No occasion to correct 1 finding (**Finding 97 Employment Process**).
  
- **Strategic Planning Session** – The OCRA will be facilitating a two-part session to provide updates to the OCRA Plan. Staff will seek to have a facilitator conduct the sessions to navigate questions, curate feedback and provide a working document to the board for implementation. The process will be as follows:
  - Community Visioning Session: This session will allow board members and the public to review the CRA plan, ask questions and provide input for execution of the plan.
  - Plan Timeline and Implementation Strategy Session: OCRA Staff along with facilitator will review feedback and input from previous meeting and bring forth an implementation plan with detailed guidelines and timelines for execution.
  
- **Marketing and Public Relations** – The OCRA has received three (3) proposals from reputable firms to represent the OCRA. Staff has forwarded the proposals to the board for review and discussion. If any member would like to arrange for a one-on-one meeting with the firms, each firm has advised that they will be available to meet with members at their leisure.
  
- **Small Business Assistance Program** – The OCRA is currently preparing to arrange one on one meetings with local businesses within the OCRA area to conduct review of current business conditions, inquires and concerns to better understand our business community and work with our businesses to provide assistance in the form of the Property and Business Improvement Grant Program in which the OCRA board approved for the program to move forward.





- **Streetscape Improvement/Public Art projects:** To enhance beautification efforts as well as the attraction of new development opportunities, staff is looking at producing the following projects:
  - Streetscape Improvement Project: Two Phases
    - Phase 1: Replacement of lighting and renovation of sidewalks and curbs along Opa-locka Boulevard
    - Phase 2: Replacement of lighting, planting of trees and renovation of sidewalks along Sharazad Boulevard, installation of linear park in median from Kalandar St. to Perviz Ave.
  - Renovation of Sherbondy Auditorium
    - Transformation of Sherbondy Auditorium to a full/multipurpose theater style auditorium
  - Public Art
    - The OCRA has been approached by an artistic collective, The Artcodes LLC, who is currently producing public art works for multiple municipalities and is currently seeking to engage with the city of Opa-locka, who held an ARPA fund workshop and the community voted for funding to be allocated to public art being produced around the city. In our pursuit to “paint the city” in a brighter light, we would like to work together to produce a breakdown of projects that are proposed. We are seeking to engage in ,but not limited to, the following projects:
      - Street Light Art
      - Fire Hydrants
      - Basketball courts
      - Transformer boxes

**This work schedule is yet TBD, will be presented to the OCRA Board March 2023.**