

NOTE: There is a three-minute time limit on all comments from the public, regardless of the subject matter. A request form is available from the Deputy Town Clerk; please fill it in and return it to her prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

TOWN OF BAY HARBOR ISLANDS

SPECIAL COUNCIL MEETING AGENDA

April 6, 2020

SPECIAL NOTICE - VIRTUAL MEETING

This meeting is being held through the Zoom Platform. Members of the Public who wish to participate and/or view the meeting may do so by logging in through the Zoom Platform as follow:

Zoom Link: <https://zoom.us/j/126259892>
Meeting ID: 126-259-892

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 888-788-0099
Meeting ID: 126-259-892

CALL TO ORDER: 9:30 a.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

CONSENT AGENDA :

1. **Consideration and Approval** of contract award to KCI Technologies, Inc. in the amount of \$32,060 for the design build services for the SCADA System for the main lift station at Town Hall. Enclosed is a copy of the scope of work and proposal.
2. **Approval** of a proposal from Lakes Engineering, Inc. in the amount of \$22,676.80 to render engineering services for the Indian Creek Bridge. Enclosed is a copy of the proposal.
3. **Approval** to piggyback off of an existing Bal Harbour Continuing Services Agreement with Shenandoah General Construction Company and Envirowaste Services Group for Utility System Vacuum Truck Cleaning and Video Inspection Services at their respective unit rate pricing.

STAFF RECOMMENDATION: Approval.

POLL VOTE

DISCUSSION ITEMS:

4. **Approval and Selection** of an executive recruitment firm for professional services to conduct a search for a Town Manager. We also asked the firms to provide an option for the same type of search for the Town Attorney. Enclosed are three proposal and other supporting documents from the recruiting firms.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

5. **Discussion and possible action** requested by Council Member Leonard to implement a Town of Bay Harbor Islands stimulus package to our businesses and residents by 1) providing a business tax receipt (BTR) refund to the local Businesses that have an active BTR with the Town and 2) offer a 50% discount on summer camp fees to the Town's residents. Please see the attached financial impact analysis of both items.

STAFF RECOMMENDATION: Council discretion.

POLL VOTE

ADJOURNMENT: Approximately 10:30 a.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

April 6, 2020

ITEM NUMBER: 1.

ITEM: Consideration and Approval of contract award to KCI Technologies, Inc. in the amount of \$32,060 for the design build services for the SCADA System for the main lift station at Town Hall. Enclosed is a copy of the scope of work and proposal.

DESCRIPTION:

Enclosed is the proposal and scope of work summary submitted by KCI Technologies, Inc. for the design build services for the SCADA system for the main lift station located at Town Hall.

The scope work is broken into 3 parts as follows:

- * Task 1 – Design Criteria: In order to procure a Contractor we will need to develop a Performance Specification and a schematic drawing on what he is expected to build.
- * Task 2 – Design and Pre-construction: During this task we will work with selected contractor in determining the actual components of the Main Lift Station and how to best design the SCADA system to accommodate the existing system.
- * Task 3 – Construction and Closeout; We will oversee the Contractor's work, functional checkout and certify the project complete.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expense was budgeted in the 2019 / 2020 fiscal year.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
SCADA System Design Build Services	4/6/2020	32,060.00	001.402.400031	SCADA System Build & Design	\$35,000.00

Submitted By: Alba Chang, Deputy Town Clerk
Juan C. Jimenez, Town Manager
Douglas Armstrong, Assistant Public Works Director

ATTACHMENTS

1. Proposal SCADA Design Build Services

2. Scope of Services

**TOWN OF BAY HARBOR ISLANDS
DESIGN BUILD SERVICES FOR SCADA SYSTEM AT MAIN LIFT STATION
CRITERIA PACKAGE-DESIGN -CONSTRUCTION INSPECTION**

**TASK WORK ORDER NO. 4
KCI TECHNOLOGIES, INC. - SUMMARY
April 1, 2020**

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES				
Payroll	Project Director	Senior Project Manager	Senior Associate	Total	Total
Classification	Professional Engineer	Professional Engineer	Engineering Intern	Work	Labor Costs
Contract - Hourly Rates	\$190.00	\$175.00	\$135.00	Hours	
TASK 1 - DESIGN CRITERIA	10.00	40.00	0.00	50.00	\$8,900.00
TASK 2 - PRECONSTRUCTION / DESIGN	16.00	40.00	40.00	96.00	\$15,440.00
TASK 3- CONSTRUCTION /PROJECT CLOSEOUT	8.00	20.00	20.00	48.00	\$7,720.00
Total Workhours	34.00	100.00	60.00	194.00	
Sub-Total Dollars					\$32,060.00
Total Dollars					\$32,060.00

EXHIBIT 1

TASK WORK ORDER NO. 4 SYSTEMS CONTROL AND DATA ACQUISITION (SCADA) DESIGN BUILD FOR MAIN SANITARY LIFT STATION TOWN OF BAY HARBOR ISLANDS

Task 1- Design Criteria

KCI will develop the Design Criteria (DC) package to implement a fully functional SCADA system for the Town of Bay Harbor's Main Lift Station (MLS), located adjacent to the Town Hall by October 1, 2020. The following items will be part of Design Criteria package:

- Performance based specification
- Schematic of proposed SCADA system
- Bidding package

Task 2 – Design and Preconstruction Activities

- Attend Pre-Design Meeting once the Contractor has been selected by the Town to establish schedule and expectations.
- Provide Contractor with all available As-Built information supplied by the Town.
- Conduct field review of MLS with the Contractor. Contractor will be responsible for conducting the on-site field review and assessment of the MLS.
- Prepare a summary report of all the findings and submit to Town and Contractor for approval to proceed to design plans.
- Prepare 60% plans and specifications and submit to Contractor for review.
- Once comments are received by Contractor, prepare 100% plans and final specifications and submit for construction.

Task 3 – Construction and Closeout

- Authorize Contractor to procure equipment and materials and Shop Drawing(s) review.
- Provide construction inspection services including documentation, RFI disposition.
- Perform functional checkout to ensure SCADA system is operating correctly.
- Closeout project and provide necessary documentation to certify project complete.

AGENDA ITEM REPORT

April 6, 2020

ITEM NUMBER: 2.

ITEM: Approval of a proposal from Lakes Engineering, Inc. in the amount of \$22,676.80 to render engineering services for the Indian Creek Bridge. Enclosed is a copy of the proposal.

DESCRIPTION:

Lakes Engineering, Inc., one of the Town's contracted Engineering firms, has provided a Fee Proposal for engineering services in the amount of \$22,676.80 to provide the Town with; inspection, design plans, assistance with permits with Coast Guard and DERM, provide an Engineers Estimate of Probable Construction Cost, assist the Town during the bidding process, post design services, shop drawing review and response to RFI's by contractor, and provide construction support and inspection relating to the damaged Pre-stressed U-Channel section on the Indian Creek Bridge. See attached proposal letter from Lakes for complete details.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan C. Jimenez, Town Manager

ATTACHMENTS

1. Lakes Proposal for Engineering Services for the Repair of the Indian Creek Bridge (No. 875103)

LAKES ENGINEERING, INC.

December 20, 2019

Randy L. Daniel, P.E.
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**RE: Repair of Snapped Tendons in a Prestressed U. Channel on the Kane Concourse
Bridge over Indian Creek, Bridge No 875103
Fee Proposal**

Dear Mr. Daniel:

Lakes Engineering, Inc (LAKES) is pleased to submit this proposal for engineering services to be rendered for the Kane Concourse Bridge.

As requested by the Town of Bay Harbor Islands, LAKES proposes to provide the following engineering services:

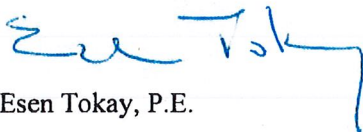
1. LAKES to conduct a visual inspection of the damaged Pre-Stressed U-Channel Section. The inspection will be conducted from a boat provided by LAKES and from the bridge deck level by a Professional Engineer and a Certified Bridge Inspector to assess the existing deficiencies to be addressed.
2. LAKES to provide Design Plans and assistance with permits with Coast Guard and DERM. Provide a concurrence letter for repair work.
3. LAKES to provide Engineers Estimate of Probable Construction Cost.
4. LAKES to assist the Town during the Bidding Process.
5. LAKES to Provide Post Design Services- Shop Drawing Review and respond to RFI's by contractor.
6. LAKES to provide Construction support and inspection during construction. No CEI services are represented here. For this work, we expect limited field supervision required.

LAKES is Proposing to render the engineering services listed for a Lump Sum fee of \$22,676.80 (Twenty-two thousand six hundred seventy-six dollars and eighty cents).

Please notify us if you are in agreements with the terms of this proposal.

We appreciate the opportunity to prepare this proposal for the Town of Bay Harbor Islands. Should you have any questions or require additional information please do not hesitate to contact me or Mr. Eugene Ochoa, P.E. at (305)-667-1657.

Respectfully Submitted,
Lakes Engineering, Inc.



Esen Tokay, P.E.

AGENDA ITEM REPORT

April 6, 2020

ITEM NUMBER: 3.

ITEM: Approval to piggyback off of an existing Bal Harbour Continuing Services Agreement with Shenandoah General Construction Company and Envirowaste Services Group for Utility System Vacuum Truck Cleaning and Video Inspection Services at their respective unit rate pricing.

DESCRIPTION:

The Town has significant need to retain local service vendors to perform jet cleaning and vacuuming services for the Town on a regular and emergency basis. Previous to this, the Town had used Shenandoah General Construction Company at time and equipment hourly or daily rates. The Continuing Services Agreement which Bal Harbour executed with two local companies, Shenandoah and Envirowaste, break service pricing down by linear foot for differing pipe diameters, and manhole cleaning by each structure. Respective pricing by both vendors are shown in the attached documents. Having this agreement in place with both companies will allow for greater flexibility when the Town requires their services. Attached, please find the Bal Harbour Village RFP No.2018-04, the Bal Harbour Council Memorandum breaking down the bids from the RFP, the signed and executed Continuing Services Agreements between Bal Harbour, Envirowaste, and Shenandoah, with signed signature pages for Bay Harbor Islands, showing that each service company has agreed to honor their respective pricing with Bal Harbour when the Town utilizes their services.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan C. Jimenez, Town Manager

ATTACHMENTS

1. BAL HARBOUR RFP UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES 12MAR20
2. BAL HARBOUR VILLAGE COUNCIL MEMORANDUM FOR APPROVAL OF UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES 12MAR20
3. CONTINUING SERVICES AGREEMENT BETWEEN BAL HARBOUR AND

ENVIROWASTE SERVICES GROUP 12MAR20

4. CONTINUING SERVICES AGREEMENT BETWEEN BAL HARBOUR AND
SHENANDOAH GENERAL CONSTRUCTION CO 12MAR20

BAL HARBOUR

- V I L L A G E -

REQUEST FOR PROPOSALS

NO. 2018-04

**UTILITY SYSTEM VACUUM TRUCK CLEANING AND
VIDEO INSPECTION SERVICES**

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SECTION 1 - NOTICE OF REQUEST FOR PROPOSALS

1.1 NOTICE OF SOLICITATION

NOTICE IS HEREBY GIVEN that Bal Harbour Village, Florida (the "VILLAGE") will be accepting sealed proposals ("Proposals") for:

REQUEST FOR PROPOSALS NO. 2018-04 VACUUM TRUCK SERVICES

The Village is requesting Proposals from qualified and experienced firms ("Proposers") to provide Vacuum Truck Services and Utility System Video services. Sealed Proposals must be received by the Village Clerk by **no later than November 30, 2018 at 3:00 p.m. (the "Proposal Submission Deadline")** at Village Hall, 655 96th Street, Bal Harbour Village, Florida 33154.

1.2 GENERAL OVERVIEW

1.2.1 SERVICES SOUGHT

The vacuum truck services (the "Utility System Vacuum Truck and Video Services" or the "Services") shall generally consist of Vacuum Truck Services at Village Pump Stations, manholes, catch basins, main lines, storm water facilities and sewer laterals by a licensed contractor. The utility system video inspection services sought are to be provided on an as needed basis. In addition, the firm must have the capability to respond in a timely manner to any emergency calls as explained here in.

1.2.2 MINIMUM QUALIFICATIONS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years. All firms that submit a Proposal shall meet, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms

and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the Village of Bal Harbour.

2. Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes, regulations and ordinances.
3. Bidder must have trained personnel with the necessary certifications/licensing to perform the work. Certifications shall include confined space training. Personnel are recommended to have all of the necessary vaccinations per the Center of Disease Control (CDC) regarding workers that may come in contact with raw sewage. **The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" THE VILLAGE WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

1.2.3 AGREEMENT FOR THE PROVISION OF SERVICES

Subject to the approval of the Village Council of Bal Harbour Village, the agreement to be awarded (the "Agreement") as a result of this solicitation shall be for the provision Vacuum Truck and Utility System Video Services. The initial term of the Agreement will be for three years, with three subsequent one year renewal periods as approved by the Village Manager.

1.3 SUBMISSION OF PROPOSALS

1.3.1 AVAILABILITY OF SOLICITATION DOCUMENTS

Request For Proposals No. 2018-03 for Utility System Vacuum Truck and Video Services (the "RFP") will be made available to interested parties at **Village Hall, 655 96th Street, Bal Harbour Village, Florida 33154, Monday through Friday from 9:30 a.m. to 4:30 p.m.** Proposals shall be submitted in the formed required in the RFP.

Additionally, the Village utilizes **Public Purchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective proposer who has received this RFP by any means other than through **Public Purchase** must register immediately with **Public Purchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

1.3.2 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village Clerk by the Proposal Submission Deadline, as indicated by the official clock at Village Hall. Sealed Proposals will be opened publicly at Village Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The Village will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

1.3.3 GENERAL REQUIREMENTS FOR SUBMISSION

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate "RFP NO. 2018-04, UTILITY SYSTEM VACUUM TRUCK and VIDEO SERVICES", and shall be submitted to the Village Clerk at Village Hall, 655 96th Street, Bal Harbour Village, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address and the name and telephone number of the Proposer's contact person. **The Proposal shall contain five complete paper copies and one electronic original, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP.**

Proposals submitted to the Village Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

The Village will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal.

The Village Council of Bal Harbour Village reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award an agreement pursuant to this RFP in the best interests of the VILLAGE.

All lobbyists must register with the Village prior to engaging in any lobbying related to or in connection with this RFP. The lobbying registration requirements of the Village are set forth in Section 2-301 of the Village Code.

1.3.4 QUESTIONS

Any questions concerning the RFP shall be submitted in writing no later than seven business days prior to the Proposal Submission Deadline to John

Oldenburg by first class mail at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov

SECTION 2 - SCOPE OF SERVICES

2.1. Background

Bal Harbour Village is located in Southeast Florida, USA and has a population of approximately 2,633 residents. By way of this RFP, the Village is soliciting proposals from interested parties for the provision of Vacuum Truck Services within Village pump stations, manholes, catch basins, main lines, and sewer laterals by a licensed contractor. The utility system video inspection services sought are to be provided on an as needed basis (the "Services"). In addition, the firm must have the capability to respond in a timely manner to any emergency call as explained here in. Through the process described herein, licensed contractors interested in assisting the Village with the provision of the Service must prepare and submit a proposal in accordance with the procedure and schedule of this RFP. The Village will review submittals only from those contractors that submit a proposal which includes all the information required to be included as described herein. The Village intends to award a contract for *Vacuum Truck Services and Utility System Video Services* to one or more contractors that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the Village.

2.2. Purpose

The Village is seeking proposals to establish contract(s) with a qualified and experienced Vacuum Truck and Utility System Video Services company, hereinafter referred to as the "CONTRACTOR", to provide the Services described under this RFP, which includes the cleaning of sanitary sewer and stormwater pump stations, catch basins, manholes, and sewer laterals. The utility system video inspection services sought are to be provided on an as needed basis

2.3. Scope of Work-Basic Services

The work covered by the Specifications and Contract Documents, consists of the following services within the Village.

General:

- Vacuum truck services will consist of the vacuuming, jetting, and pressure washing of Village pump stations, manholes, catch basins, main lines, and sewer laterals;
- Work shall generally be performed from 8:30 am- 4:00 pm, Monday - Friday;
- The contractor must be available at all times to respond to any emergencies that may arise such as but not limited to: Blockages and main line breaks;
- All work will be logged using the form provided by the Contractor;
- All debris to be disposed of in a legal manner. Proof of disposed material shall be required at time of invoicing;

- Contractor shall have the capability to respond to any emergency request within 4 hours after the request is made.

Sanitary Sewer System Work:

The Village has two sanitary sewer pump stations which are required to be cleaned quarterly. The Village pump stations are deep and require a flex hose to be utilized. Confined Entry Permits are required to enter and clean the pump stations. All personnel entering a confined space must have OSHA approved confined space training. Pump station wet wells will be washed down utilizing a pressure washer.

- The jet-vacuum cleaning of the Village's two sewer pump stations, (PS-1 & PS-2) wet wells on a quarterly basis, at an established hourly rate.
- The jet-vacuum cleaning of sanitary sewer manholes, sewer mains, and sewer laterals on an as-needed basis, at an established hourly rate.
- The video inspection of the sewer mains and laterals on an as-needed basis, at an established rate (Cost/LF or Cost/Hr.).

Storm Water System Work:

The two Village stormwater pump stations do not require entry by personnel to be cleaned. Plugs shall be available for work being performed. All necessary Personal Protective Equipment (PPE) must be worn while working within the Village.

- The jet-vacuum cleaning of the Village's two storm water pump stations, (SW-1 & SW-2) wet wells and bar screens on an semi-annual basis, at an established hourly rate;
- The jet-vacuum cleaning of storm water manholes and catch basins are to be cleaned annually
- The jet-vacuum cleaning of storm water storm water mains are to be cleaned on an as-needed basis, at an established hourly rate;
- The video inspection of the storm water mains on an as-needed basis, at an established rate (Cost/LF or Cost/Hr.).

Emergency Service:

- To provide jet-vacuum and video inspection services during an emergency. At an established hourly rate and on an as-needed basis;
- To be able to provide up to six (6) vacuum trucks during an on-call emergency;

2.4 Service Specifications

The full scope of work will consist of vacuuming, jetting, and pressure washing Village pump stations, manholes, catch basins, main lines, and sewer laterals. These services are conducted as follows:

1. While performing vacuum truck services, the posted speed limit shall be observed while traveling within the Village.
2. The Contractor's vehicles and equipment shall be in good condition, free from leaking fluids, and properly registered. The Village may require the repair or replacement of equipment as necessary. All vehicles and equipment used by the Contractor to perform the work under this contract shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letter legible to the public. No other advertising shall be permitted on the vehicles. Additionally, the Village reserves the right to place a magnetic sign on each vehicle during the period which the vehicle is in service for the Village. These magnetic signs will be provided by the Village at the Village's expense, TWO (2) maximum signs per vehicle.
3. Sales Tax and Excise Tax: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor under the laws and regulations of the State of Florida, Miami-Dade County and the Village of Bal Harbour. The Village's State Tax exempt status shall not be for the use of the Contractor at any time.
4. No fuels, oils, solvents, or similar materials are to be disposed of in any canal waterway or any storm drainage infrastructure. The Contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties.

2.4.1 LOCATION OF WORK

Vacuum Truck Services shall be performed only on Village-owned utilities which are located primarily within the right-of-way. The pump stations are located as follows:

1. PS-1: 184 Bal Bay Dr.
2. PS-2: 9613 Collins Ave.
3. SW-1: 201 Bal Bay Dr.
4. SW-2: 18 Bal Bay Dr.

2.4.2 ACCEPTANCE OF COMPLETED WORK

A Village of Bal Harbour representative must approve the work and related costs prior to the commencement of work by the issuance of a written Notice to Proceed or Work Order. The Village of Bal Harbour will determine if the completed work is acceptable. If the work does not meet the Village requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the Village within a period of 24 hours.

2.4.3 SUPPLIES AND PROGRAM

The Proposer shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of this contract according to an approved program.

2.4.4 PROCESSING OF APPLICATION FOR PAYMENT

The Contractor shall submit, by the first Friday of each month, Contractor's completed Application for Payment for services provided during the previous month. The Village must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, the Contractor shall submit his application on the next workday. The Contractor is advised that processing of invoices must follow this schedule, as the Village has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

2.4.5 SAFETY AND PROTECTION

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees and other persons, whom may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

2.4.6 WORK DURING INCLEMENT WEATHER

No Work shall be performed under these specifications except by permission of the Village when the weather is unfit for good and careful Work to be performed as determined by the Village. In the event of inclement weather, the Contractor shall contact the Village to receive approval of upon the direction of the Village shall suspend all Work until instructed to resume operations by the Village.

2.4.7 COMMENCEMENT CONFERENCE

Within ten (10) days after delivery of the executed Agreement by the Village to the Contractor, but before starting the Work, a commencement conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the services to be provided. Present at the conference will be the Village representative(s), and the Contractor.

2.5.8 ADDITIONAL SERVICES

The CONTRACTOR may be requested to perform additional services or provide service frequencies at the discretion of the Village.

END OF SECTION

SECTION 3 - GENERAL CONDITIONS

3.1 RFP DOCUMENTS

This RFP, including Forms 1-5, constitutes the complete set of RFP documents (the "RFP Documents"). All RFP Documents must be executed, sealed and submitted as described in this RFP. Proposals shall be submitted in the form proscribed herein. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this RFP shall be allowed. Submittal of a Proposal to this RFP constitutes a binding offer by the Proposer. A Proposer's failure to comply with any provisions in this RFP may result in disqualification, at the discretion of the VILLAGE.

3.2 TAXES

The CONTRACTOR shall not be entitled to the VILLAGES's tax exempt benefits.

3.3 INTERPRETATIONS AND INQUIRIES

All Proposers shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the VILLAGE or its agent in writing prior to the Proposal Submission Deadline.

Any questions concerning this RFP shall be submitted in writing to John Oldenburg, by first class mail at 655 96th Street Bal Harbour Village, FL 33154 or by e-mail at joldenburg@balharbourfl.gov no later than seven days before the Proposal Submission Deadline.

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the RFP and is fully aware of all conditions affecting the provision of

services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP Documents. Oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP Documents will be made in the form of a written addendum to the RFP document and will be furnished by the VILLAGE to all Proposers. Only those interpretations of, or changes to, the RFP Documents that are made in writing and furnished to Proposers by the VILLAGE may be relied upon.

3.4 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any discussions with any VILLAGE employee. Only those communications from Proposers, which are signed and in writing, will be recognized by the VILLAGE as duly, authorized expressions on behalf of the Proposer.

3.5 NO CONTINGENCY FEES

By submitting a Proposal, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement resulting from the successful Proposal, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of that Agreement.

3.6 NON-ASSIGNMENT AND NON-TRANSFERABILITY

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The VILLAGE Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of a Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, the Proposer shall immediately disclose such information to VILLAGE. Failure to do so may result in the Proposal being disqualified, at the VILLAGE's sole discretion.

3.7 FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a Proposal for the provision of the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state

and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP Documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the VILLAGE in writing without delay.

3.8 ADVERTISING

By submitting a Proposal, the Proposer agrees not to use the results therefrom as a part of any advertising or Proposer-sponsored publication without the express written approval of the Village Manager or designee.

3.9 AGREEMENT EXECUTION

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the VILLAGE and the successful Proposer. In the event of a discrepancy between the Agreement executed and the RFP, the order of precedence will be: the Agreement, the RFP Documents, the Proposal and general law. Such Agreement shall be in a form and of a legal sufficiency that is approved by the Village Attorney. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

3.10 FACILITIES

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.11 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING

No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

3.12 VILLAGE'S EXCLUSIVE RIGHTS:

The VILLAGE reserves the exclusive rights to:

3.12.1 Waive any deficiency or irregularity in the selection process;

3.12.2 Accept or reject any or all proposals in part or in whole;

3.12.3 Request additional information as appropriate;

3.12.4 Award all or a portion of the Services set forth in the RFP as determined to be in the best interest of the VILLAGE;

3.12.5 Reject any or all Proposals if found by the Village Manager or Council not to be in the best interest of the VILLAGE; and/or

3.12.6 Reject the sole Proposal in the event of a sole Proposal.

3.13 ADDENDA

The VILLAGE reserves the right to issue addenda to this RFP. Each Proposer shall acknowledge receipt of such addenda in writing. In the event any Proposer fails to acknowledge receipt of such addenda, its Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of its Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer. It is the responsibility of each Proposer to verify that it has received all addenda issued before submitting a Proposal to the VILLAGE.

3.14 PUBLIC RECORDS

Upon award recommendation or 30 days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become property of the VILLAGE and shall constitute a "public record" under Florida Law, subject to public disclosure consistent with Chapter 119, Florida Statutes (the "Florida Public Record Law"). Proposers must claim the applicable exemptions to disclosure provided by law in their Proposal to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The VILLAGE reserves the right to make all final determinations of the applicability of the Florida Public Records Law.)

3.15 PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 287.133(3)(a), all Proposers must sign and complete the Public Entity Crime Sworn Statement attached as Form 4 to this RFP. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida

Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.16 INSURANCE REQUIREMENTS

The successful Proposer shall purchase and maintain through the term of its engagement with the VILLAGE such professional liability, workers compensation coverage and other insurance as is appropriate for the Services being performed hereunder by the successful Proposer, its employees or agents. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. The amounts and types of insurance shall conform to the following minimum requirements:

3.16.1 Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and
- The policy must be endorsed to provide VILLAGE with 30 days' written notice of cancellation and/or restriction.

3.16.2 General Liability coverage must include:

- \$1,000,000.00 combined limit per claim; and
- Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

3.16.3 Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- \$1,000,000.00 combined single limit per accident for bodily injury and property damage;
- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employee Non-Ownership; and
- The policy must be endorsed to provide the VILLAGE with 30 days' written notice of cancellation and/or restriction.

3.16.4 CONTRACTOR shall provide the VILLAGE with certificates of insurance evidencing the coverage required herein. With the exception of the worker's compensation insurance policy and professional liability policy, CONTRACTOR shall provide an endorsement to the policy naming the VILLAGE as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the VILLAGE.

3.17 INDEMNIFICATION

3.17.1 The CONTRACTOR shall defend, indemnify and save harmless the VILLAGE, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, to the extent caused by the negligent acts or omissions, misfeasance, or malfeasance of the CONTRACTOR, its agents, servants, or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the CONTRACTOR connected with the RFP or the performance of any agreement resulting from this RFP, whether by act or omission of the CONTRACTOR, its agents, servants, employees or others, regardless of the partial fault or negligence of the VILLAGE, its officers, agents and employees.

3.17.3 CONTRACTOR acknowledges that specific consideration will be paid under this procurement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and agrees to pay for and maintain in force at all times during the term of the Agreement awarded under this RFP, all of the insurance policies required herein.

3.18 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions submitted by the Proposer with the Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force or effect and shall be deemed inapplicable to this RFP.

3.19 DISQUALIFICATION OF PROPOSERS

The VILLAGE shall not consider more than one Proposal from any individual, firm partnership, corporation or association operating under the same or different names. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which Proposer is believed to be involved.

3.20 ADJUSTMENT, CHANGES AND DEVIATIONS

Unless expressly provided for in the specifications of the RFP, no adjustments changes or deviations to the RFP will be acc

epted.

3.21 SUBCONTRACTING

No subcontracting, including employee leasing, shall be permitted without the prior written approval of the Village Manager, which may be given in his or her sole and absolute discretion. Proposers shall include a list of all subcontractors that Proposer intends to utilize in the performance of the Services contemplated in this RFP. If the additional or substitute subcontractors are utilized during the term of the Agreement, a list of the proposed additional or substitute subcontractors shall be presented to the Village Manager for his approval.

3.22 EMPLOYMENT OF DISABLED INDIVIDUALS

The VILLAGE is supportive of the hiring and employment of physically and developmentally disabled persons and strongly encourages the hiring of disabled persons by VILLAGE contractors. CONTRACTORS shall use their best efforts to employ disabled persons in the performance of the Agreement.

3.23 ANTI-DISCRIMINATION

By responding to this RFP, Proposer certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Proposer further agrees that is not currently engaged in, nor will it engage in during the term of this Agreement the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

END OF SECTION

SECTION 4 - PROCUREMENT

4.1 AVAILABILITY OF SOLICITATION DOCUMENTS

This RFP will be made available to interested parties at Village Hall, 655 96th Street, Bal Harbour Village, Florida 33154, Monday through Friday from 9:30 a.m. to 4:30 p.m. Proposals shall be submitted in the formed required by this RFP.

4.2 SUBMISSION OF PROPOSALS

4.2.1 COPIES

The Proposal shall contain five complete paper copies and one electronic original, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP. The VILLAGE reserves the right to request additional copies of the Proposal, which shall be provided at no cost to the VILLAGE.

4.2.2 PACKAGING

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate "RFP NO. 2018-04, UTILITY SYSTEM VACUUM TRUCK and VIDEO SERVICES", and shall be submitted to the Village Clerk at Village Hall, 655 96th Street, Bal Harbour Village, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address, and the name and telephone number of the Proposer's contact person. No facsimile, electronic or e-mail responses will be considered.

4.2.3 COSTS OF PREPARATION

The VILLAGE will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal. The VILLAGE is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations.

4.2.4 WITHDRAWAL, RETURN, MODIFICATION AND CORRECTION

Proposals submitted to the Village Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

4.2.5 LOBBYISTS

All lobbyists must register with the VILLAGE prior to engaging in any lobbying related to or in connection with this RFP. The lobbying registration requirements of the VILLAGE are set forth in Section 2-301 of the VILLAGE Code.

4.3 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village Clerk by the Proposal Submission Deadline on November 30, 2018 at 3:00 p.m., as indicated by the official clock at Village Hall. Sealed Proposals will be opened publicly at Village Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The VILLAGE will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

4.4 METHOD OF AWARD

4.4.1 PROPOSAL EVALUATION AND SCORING

The Village will open all submittals received prior to the stated deadline and will review all submittals for compliance with the requirements set forth in this RFP.

An Evaluation Committee, which will be appointed by the Village Manager, will review, evaluate and score each Proposal in accordance with the requirements set forth in this RFP. If further information is desired, Proposers may be requested to make additional written submittals and/or oral presentations to the Evaluation Committee.

The Village Manager will consider the recommendation of the Evaluation Committee before recommending a firm for approval by the Village Council. The VILLAGE reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award this RFP in the best interests of the VILLAGE.

4.5 PROCUREMENT SCHEDULE

The tentative schedule for this solicitation is as follows:

EVENT	DATE
RFP Issuance	November 09, 2018
Deadline for Questions	November 19, 2018
Proposal Submission Deadline	November 30, 2018
Evaluation Committee Meeting	TBD
Council Recommendation	TBD

4.6 QUESTIONS AND REQUESTS FOR CLARIFICATION

The contact person for this RFP shall be:

John Oldenburg, Director
Parks and Public Spaces
655 96th Street, Bal Harbour Village, FL 33154
305-866-4633
Joldenburg@balharbourfl.gov

Any questions or requests for clarification must be made in writing. E-mail requests are acceptable. Please send all questions and/or requests for clarification to the contact named above, no later than seven days prior to the Proposal Submission Deadline noted above. Failure to submit requests in writing by the specified time shall not be grounds for a protest. While the written requirements of this RFP and its amendments are binding, oral communications between Proposers and the VILLAGE are not.

4.7 PROPOSAL FORMAT

Proposals shall be organized and tabbed in accordance with the sections and manner specified below. Hard-copy submittals should be bound and tabbed as set forth below and include a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Respondents should prepare their submittal on 8.5-inch by 11-inch paper. A Proposal may include other materials such as covers, appendices and brochures, but must contain the documents set forth below, each fully completed, and signed as required, in order to be considered responsive.

4.7.1 COVER PAGE

The first page of the Proposal shall indicate that it is a Proposal submitted in response to this RFP, identify the Proposer and its principals, designate one contact person for the Proposal and set forth the Proposer and contact person's address, telephone and facsimile numbers and e-mail address.

4.7.2 TABLE OF CONTENTS

The Proposal table of contents shall outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

4.7.3 INTRODUCTION LETTER

The introduction letter shall summarize the Proposer's qualifications and areas of specialization, and shall demonstrate that the Proposer meets each of the Qualitative Criteria set forth in Section 4.7.4 below.

4.7.4 MINIMUM QUALIFICATIONS

Proposers must be able to demonstrate an exemplary record of performance the past five years, and have sufficient financial capacity equipment, and organization to ensure that they can satisfactorily provide the Services if awarded an Agreement under the terms and conditions of this solicitation. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the VILLAGE. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFP.

To satisfy the Minimum Qualifications requirement, the Proposal must:

1. Proposer's Experience:

Indicate the Proposer's years of experience in providing the Services. Proposer must have a minimum of five years' experience providing the Services to Municipalities. Provide a list of current municipalities for which the Proposer is providing Vacuum Truck Services and describe those services.

2. Principal in Charge's Experience:

Provide a comprehensive summary of the experience and qualifications of the chief executive of the Proposer. This individual must have completed have a minimum of five years' experience providing Vacuum Truck Services.

3. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have completed a minimum of five years' experience providing Vacuum Truck Services. This individual must be capable of speaking and making decisions on behalf of the Proposer.

4.7.5 QUESTIONNAIRE

Proposer shall complete the Questionnaire attached as Form 1 to this RFP and include its responses to same with the Proposal.

4.7.6 CURRICULUM VITAE

Proposer must include in the Proposal the curriculum vitae of each of the firm's principals and each of Proposer's employees, staff members, volunteers and/or subcontractors that would assist in the provision of Services sought through this solicitation.

4.7.7 CLIENT REFERENCES

The Proposal shall include a list of a minimum of five client references, each which includes the name, title, company, address, telephone and facsimile numbers and email addresses. By submitting said references, the Proposer authorizes the Evaluation Committee to communicate with the person or firms listed regarding the Proposer's experience in providing the Services.

4.7.8 CLIENT PERFORMANCE EVALUATION SURVEY

Each Proposer shall submit, from a minimum of five existing or previous clients, the Performance Evaluation Letter and Survey attached as Form 2 to this RFP. The Proposer shall provide the Evaluation Letter and Survey to its clients and request that the clients submit the completed survey to John Oldenburg at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov on or before November 30, 2018. Proposers are responsible for ensuring that the required number of clients return completed Performance Evaluation Surveys to the VILLAGE. The VILLAGE reserves the right to verify and confirm any information submitted as part of the Performance Evaluation Survey. Such verification may include, but is not limited to, speaking with clients, reviewing the relevant client documentation, site visitation, and any other method of independently confirming the data submitted.

4.7.9 PRICING

Each Proposer shall complete the Form 5 PRICING and include the completed form with their submittal.

4.7.10 ADDITIONAL FORMS

The Proposer shall complete Forms 3 and 4 attached to this RFP and include the completed forms with their submittal.

The Proposer shall submit an equipment inventory that would be available for utilization in the completion of the services detailed within the scope of services.

4.8 EVALUATION OF SUBMITTED PROPOSALS

4.8.1 EVALUATION COMMITTEE

The Evaluation Committee shall meet to evaluate each Proposal in accordance with the Evaluation Criteria established herein. In doing so, the Evaluation Committee may review and score all Proposals received, with or without conducting oral presentations, or review all Proposals received and short-list one or more Proposers to be further considered in oral presentations, using the established criteria.

4.8.2 EVALUATION CRITERIA

The Evaluation Committee shall rank the Responders according to and base its recommendation to the Village Council on the following factors:

- Experience of the Proposer (maximum of 15 points)
- Experience of the professionals that will be involved in the provision of Services (maximum of 15 points)
- Availability of resources to perform the required Services (maximum of 15 points)
- Proposed approach towards the delivery of Services (maximum of 5 points)
- Recent, current, and projected workloads of the Proposer (maximum of 5 points)
- Quality of references (maximum of 15 points)
- Price (maximum of 30 points)

Inspection of the Proposer's facility may be made prior to the award of the Agreement. The VILLAGE may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the VILLAGE.

The VILLAGE may, during the period that the Agreement between the VILLAGE and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment, and organization as prescribed in this solicitation. Irrespective of the Proposer's performance on any Agreement awarded to it by the VILLAGE, the VILLAGE may place said Agreement on probationary status and implement termination procedures if the VILLAGE determines that the successful Proposer no longer possesses the financial support, equipment, or organizational capacity which would have been necessary during the Proposal evaluation period in order to comply with the demonstration of competency required under this subsection.

4.9 PROTEST PROCEDURES

4.9.1 STANDING

Parties that are not actual Proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this section.

4.9.2 PROCEDURE

4.9.2.1 Protest of Failure to Qualify. Upon notification by the VILLAGE that a Proposer is deemed non-responsive and/or non-responsible, the Proposer

who is deemed non-responsive and/or non-responsible may file a protest with the Village Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Village Hall hours are as follows: Monday-Thursday from 9:00 am to 5:00 pm and Friday from 8:00 am to 3:00 pm.)

4.9.2.2 Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Village Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.

4.9.2.3 Content and filing. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Village Clerk, as indicated by the official clock at the Village Hall reception desk.

4.9.2.4 Protest Bond. Any Proposer filing a protest shall simultaneously provide a Protest Bond to the VILLAGE in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the VILLAGE. The Protest Bond shall be in the form of a cashier's check.

4.9.2.5 Protest Committee. The Protest Committee shall review all protests. The Village Manager shall appoint the members of the Protest Committee. No member of the Village Council shall serve on the Protest Committee. The Village Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Village Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Village Council. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the Village Council.

4.9.2.6 Stay of award of Agreement or RFP Process. In the event of a timely protest, the Village Manager shall stay the award of the Agreement or the RFP process unless the Village Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the VILLAGE. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

4.9.2.7 Appeals to Village Council. Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the Village Council by filing an appeal with the Village Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Village Clerk.

4.9.2.8 Failure to file protest. Any actual Proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest or challenge an award of an Agreement by the Village Council.

FORM 1
QUESTIONNAIRE

Firm Name: _____

Firm Address: _____

Firm Contact Information: _____

Firm Representative (name and title): _____

Representative Contact Information: _____

Firm Type (circle one): Individual Partnership Corporation

If Corporation:

Date and Place of Incorporation: _____

If Foreign Corporation:

Date of Registration with Florida Secretary of State:

Name of Resident Agent: _____

Address of Resident Agent: _____

President: _____

Vice President: _____

Treasurer: _____

Board of Directors: _____

If Partnership:

Date and Place of Organization _____

Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

WITNESS:

Signature

Print Name

WITNESS:

Signature

Print Name

(CORPORATE SEAL)

Attest:

Print Name

IF PARTNERSHIP:

Print Name of Firm

Address

By:
General Partner

Print Name

IF CORPORATION:

Print Name of Firm

Address

By:
President

Print Name

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

November 30, 2018

To:

Phone:

Fax:

E-mail:

Re: Performance Evaluation of _____

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Proposals No. 2018-04, requesting proposals from qualified and experienced utility system vacuum truck and video service providers. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide disaster debris management services. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to John Oldenburg at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFP NO. 2018-04,
UTILITY SYSTEM VACUUM TRUCK AND VIDEO SERVICES

Company Name: _____

Point of Contact: _____

Phone and email: _____

Nature of services provided: _____

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to John Oldenburg at 655 96th Street, Bal Harbour Village, Florida 33154, or by email at joldenburg@balharbourfl.gov

FORM 3
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES _____

NO _____

NAME OF BUSINESS: _____

SIGNATURE: _____

FORM 4

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bal Harbour Village, Florida.
by: _____
(print individual's name and title)
for: _____
(print name of entity submitting sworn statement)
whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the

United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR

Produced identification _____

Notary Public, State of _____

Type of identification

My commission expires:

Printed, typed or stamped commissioned name of notary public

FORM 5

PRICING VACUUM TRUCK SERVICES				
ITEM	DESCRIPTION	UNITS	QUANTITIES	UNIT PRICE
STORMWATER JET VAC CLEANING				
1	MANHOLES	Each	# 140	
Lines in Diameter				
2	12 " Dia-Pipe	Per Linear Foot	1,000	
3	15 " Dia-Pipe	Per Linear Foot	1,260	
4	18 " Dia-Pipe	Per Linear Foot	2,100	
5	24 " Dia-Pipe	Per Linear Foot	3,500	
6	30 " Dia-Pipe	Per Linear Foot	800	
7	36 " Dia-Pipe	Per Linear Foot	1,000	
8	42 " Dia-Pipe	Per Linear Foot	125	
9	48 " Dia-Pipe	Per Linear Foot	315	
SANITARY SEWER JET VAC CLEANING				
10	MANHOLES	Each	#270	
Lines in Diameter				
11	6 " Dia-Pipe	Per Linear Foot	169	
12	8 " Dia-Pipe	Per Linear Foot	16,226	
13	10 " Dia-Pipe	Per Linear Foot	3,749	
14	12 " Dia-Pipe	Per Linear Foot	5,311	
15	15 " Dia-Pipe	Per Linear Foot	2,815	
16	18 " Dia-Pipe	Per Linear Foot	1,126	
17	24 " Dia-Pipe	Per Linear Foot	1,923	
GENERAL				
18	Flex hose support as needed	Hourly		
19	Emergency Vacuum from 7:00 am - 7:00 pm	Hourly		
20	Emergency Vacuum from 7:00 pm - 7:00 am	Hourly		
21	Air Bags as needed up to 24"	Hourly		
22	Air bags as needed up to 48"	Hourly		
23	Air bags as needed up to 72"	Hourly		
24	Video Inspection of Sewer Mains and Laterals	Per Linear Foot		
25	Video Inspection of Storm Water Mains and Laterals	Per Linear Foot		
26	Disposal Rate	Per Ton		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: December 18, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AGREEMENTS WITH ENVIROWASTE SERVICES GROUP AS THE FIRST RANKED SERVICE PROVIDER; NATIONAL WATER MAIN CLEANING AS THE SECOND RANKED SERVICE PROVIDER, AND SHENANDOAH GENERAL CONSTRUCTION AS THE THIRD RANKED SERVICE PROVIDER, TO PERFORM UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES AT ESTABLISHED RATES VILLAGE-WIDE ON A CONTINUOUS BASIS, AT A COST NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS FOR THIS WORK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village Utility System requires regular maintenance and repairs in order to operate at optimum efficiency and reduce the instances of emergency repairs. Additionally, when emergency repairs are required, it is important to establish relationships with multiple qualified and responsive service providers to ensure emergencies are resolved quickly and effectively.

In keeping with the Administration's practice of creating redundancy for critical operational areas when possible, the execution of multiple agreements for this service provides the redundancy sought and ensures the availability of one or more service providers in the case of an emergency within the utility system. Specifically, if a sanitary sewer pump station is out of service due to equipment failure, there is a less than two hour window to obtain the vacuum truck service before a hazardous spill situation occurs.

On October 21, 2014, the Bal Harbour Village Council ratified Resolution No. 2014-880, approving the engagement of three (3) firms, Shenandoah General Construction, Envirowaste Services Group, and Pump Outs Unlimited to provide utility system vacuum truck cleaning services. The emergency and routine system activities included the following services:

- The vacuum truck cleaning of the sanitary sewer and storm water system pump station wet wells on a quarterly basis, at an established hourly rate.
- The vacuum truck cleaning of the sanitary sewer manholes, sewer mains, and sewer laterals on an as-needed basis, at an established hourly rate.
- The vacuum truck cleaning of storm water system catch basins and storm water mains on an as-needed basis, at an established hourly rate
- The video inspection of the sewer mains, storm water mains and laterals on an as-needed basis, at an established rate (Cost/LF or Cost/Hr.)
- The provision of vacuum truck and video inspection services during an emergency, at an established hourly rate and on an as-needed basis.

The solicitation at the time, was conducted by the former Village Engineer of Record, Craig A. Smith and Associates. Unfortunately, the bid document did not include multi-year provisions and itemized prices based on utility system quantities with pipe diameters. Currently costs for these pipe cleaning services are billed at an hourly rate with no differential pricing in place for specific pipe diameters. Additionally, video inspection services are currently charged hourly which provides no incentive for service providers to complete their work quickly. The new price sought for video inspection services would be based on linear feet of pipe inspected, creating the incentive to perform these services efficiently. The inclusion of pricing delineations based on utility system quantities with pipe diameters could potentially provide the Village with savings for this service since pipe diameters vary from six inch (6") to forty eight inches (48") and are therefore priced based on linear feet and diameter of the pipe to be cleaned.

Based on the issues detailed above, it was appropriate to develop and conduct a formal solicitation for these services with a revised pricing structure as described above to obtain a detailed pricing breakdown and incorporate multi-year language along with all revised agreement language as detailed.

ANALYSIS

The intent of the solicitation was to establish multi-year agreements with one or more firms who provide this service and obtain current pricing for this work. The results of the solicitation process would be incorporated into one or more agreements with the selected firms. Due to the nature of the work requested, it is beneficial to enter into agreements with one or more firms due to the incidents which occur that require emergency work. As an example, when vacuum trucks are used to clean emergency obstructions from the sanitary sewer system, contractor availability and response times are critical to prevent hazardous materiel spills and Federal Environmental Protections Agency (EPA) and County violations. The ability to contact one or more vendors during these events provides the Village with the appropriate redundancy in the level of response availability required to address these incidents as they arise.

Procurement:

The Request for Proposals (RFP) for these services was developed incorporating the changes previously discussed and included twenty six (26) price categories as compared to the previous five (5) categories. The RFP No. 2018-04, Utility System Vacuum Truck Cleaning and Video Inspection

Services was placed on the "Public Purchase" and "Bid Net" public procurement websites from November 09, 2018 until 3:00 pm on November 30, 2018. During the solicitation period, a total of nine (9) vendors accessed the RFP from the two web sites. Additionally, the RFP documents were sent to three (3) current Village service providers, two of these companies, Envirowaste Services Group and Shenandoah General Construction Company also accessed the public procurement websites and the third service provider, Quality Construction Performance, Inc. did not utilize the web sites. The names of the company's that received the RFP through both methods is detailed in the chart below:

National Water Main Cleaning Co.
Envirowaste Services Group
Shenandoah General Construction Company
A to Z Statewide Plumbing
Quality Construction Performance, Inc.
BrainSurface LLC
DeAngelo Brothers LLC
National Water Main Cleaning Co.
SW Construction Consultancy
Whittaker Brothers

The Village Clerk received four (4) proposals for these services under the deadline provisions for this solicitation, National Water Main Cleaning, Envirowaste Services Group, Shenandoah General Construction and A to Z Statewide Plumbing. One company, Quality Construction Performance, Inc. submitted a proposal twenty two (22) minutes after the posted 3:00 pm deadline. A review of the late proposal noted that the pricing provided was considerably higher than the other four (4) proposals received on time and thus was not considered further. Additionally, one proposer, A to Z Statewide Plumbing failed to submit unit pricing for twentythree (23) out of the twenty-six (26) pricing categories and the submittal was deemed non-responsive due to the incomplete pricing submittal. Additionally, the three (3) unit price categories that A to Z Statewide Plumbing submitted prices for were all higher than the other three proposers.

The three remaining responsive proposals were ranked by the evaluation committee consisting of Parks and Public Spaces Director, John Oldenburg and Utility Compliance Officer Michael Alvarez according to the following seven (7) criteria.

Criteria	Maximum Points
Experience of the Proposer	15
Experience of the professionals involved in Service Delivery	15
Availability of resources to perform the required Services	15
Proposed approach towards the delivery of Services	5
Recent, current, and projected workloads of the Proposer	5
Quality of references	15
Price	30
Maximum Score	100

The results of the ranking by the evaluation committee resulted in Envirowaste Services Group, Inc. as the first ranked proposer receiving the highest overall score of one hundred eighty seven (187) points. National Water Main Cleaning was the second ranked proposer with a total score of one hundred fifty seven points (157) and Shenandoah General Construction was the third ranked proposer receiving a total score of one hundred forty points (140). The actual numerical scoring outcomes are provided in the table below:

Firm/Reviewer Name		J. Oldenburg	M. Alvarez	Total Max =200
1 st	Envirowaste	91	96	187
2 nd	National Water Main Cleaning	88	69	157
3 rd	Shenandoah General Construction Company	81	59	140

Pricing:

The following information provides an analysis of the price criteria information as submitted. This evaluation component is the highest score awarded within the scoring criteria and evenly comparable with additional information concerning the individual proposers.

The review of the price criteria included comparing the seventeen (17) categories of utility system structure quantities and pipe sizes as provided within the RFP, with the prices provided by each of the three responsive proposers. The provided pricing was analyzed to arrive at probable annual costs for the services requested. The pricing for emergency services, specialized equipment use, video inspection, and disposal services were compared based on the cost per hour, price per linear foot and cost per ton units as submitted.

The lowest cost for the first seventeen (17) categories was received by Envirowaste Services Group and totaled sixty six thousand four hundred forty nine dollars (\$66,449), for these services. National

Water Main Cleaning submitted the second lowest cost for these items at seventy four thousand one hundred thirty nine dollars (\$74,139) and Shenandoah General Construction Company submitted prices totaling two hundred forty eight thousand four hundred forty six dollars (\$248,446) for the first seventeen (17) categories.

The remaining nine (9) unit price categories were analyzed based on the unit prices provided for each category. The annual cost for these services fluctuates based on the uncertainty of the need for emergency services. In Fiscal year 2018, the total cost for the services detailed with the nine cost per hour categories, totaled eleven thousand five hundred seventy eight dollars (\$11,578). National Water Main Cleaning submitted the lowest unit pricing for four (4) of the categories and Shenandoah General Construction Company submitted the lowest cost for four (4) of other categories. Envirowaste Services Group submitted the lowest cost for one of the nine pricing categories.

Because the costs for the first (17) categories can be anticipated annually due to the required maintenance activities for these system components, Envirowaste Services Group was determined to the lowest overall cost proposer at sixty six thousand four hundred forty nine dollars (\$66,449) for these services. National Water Main Cleaning was the second lowest proposal received totaling seventy four thousand one hundred thirty nine dollars (\$74,139), and Shenandoah General Construction Company submitted the highest responsive proposal for these services totaling two hundred forty eight thousand four hundred forty six dollars (\$248,446).

Upon receipt of the proposals, the three companies were contacted via e mail to provide them the option to review their submittals and revise if they wish to provide their final lowest cost proposals. Envirowaste, submitted line item reductions for hourly rates and supplemental equipment rental items which did not affect the total cost of the required maintenance cost submittal. Shenandoah General Construction submitted revised pricing that reduced the cost for their maintenance line items by a total of two thousand seven hundred fifty dollars (\$2,750), which equates to a nearly one percent reduction. The reduction was not significant enough however, to change the overall ranking score for the three (3) proposals. National Water Main Cleaning responded that they would not submit revisions to their price submittal.

The revised prices received are reflected in the totals presented in the chart on the following page, which details the pricing received from the three responsive proposers:

PRICING VACUUM TRUCK SERVICES -RFP-2018-04 11/09-11/30 2018									
ITEM	DESCRIPTION	UNITS	QTY.	NWM U/P	Annual Cost	Enviro U/P	Annual Cost	Shenan U/P	Annual Cost
STORMWATER CLEANING									
1	MANHOLES	Ea.	# 140	\$15.00	\$2,100	\$50.00	\$7,000	\$40.00	\$5,600
Lines in Diameter									
2	12 " Dia-Pipe	LFT.	1,000	\$1.70	\$1,700	\$1.00	\$1,700	\$2.00	\$3,400
3	15 " Dia-Pipe	LFT.	1,260	\$1.75	\$2,205	\$1.00	\$2,205	\$2.50	\$5,513
4	18 " Dia-Pipe	LFT.	2,100	\$1.85	\$3,885	\$1.00	\$3,885	\$3.00	\$11,655
5	24 " Dia-Pipe	LFT.	3,500	\$1.95	\$6,825	\$1.00	\$6,825	\$5.00	\$34,125
6	30 " Dia-Pipe	LFT.	800	\$2.10	\$1,680	\$1.50	\$2,520	\$7.00	\$17,640
7	36 " Dia-Pipe	LFT.	1,000	\$2.25	\$2,250	\$1.75	\$3,938	\$8.00	\$31,500
8	42 " Dia-Pipe	LFT.	125	\$2.35	\$294	\$3.50	\$1,028	\$10.00	\$10,281
9	48 " Dia-Pipe	LFT.	315	\$2.50	\$788	\$4.50	\$3,544	\$15.00	\$53,156
SANITARY SEWER									
10	MANHOLES	Ea.	#270	\$15.00	\$4,050	\$25.00	\$6,750	\$20.00	\$5,400
Lines in Diameter									
11	6 " Dia-Pipe	LFT.	169	\$15.00	\$2,535	\$0.45	\$1,141	\$1.00	\$1,141
12	8 " Dia-Pipe	LFT.	16,226	\$1.35	\$21,905	\$0.45	\$9,857	\$1.50	\$14,786
13	10 " Dia-Pipe	LFT.	3,749	\$1.35	\$5,061	\$0.45	\$2,278	\$2.00	\$4,555
14	12 " Dia-Pipe	LFT.	5,311	\$1.45	\$7,701	\$0.50	\$3,850	\$2.50	\$9,626
15	15 " Dia-Pipe	LFT.	2,815	\$1.75	\$4,926	\$0.75	\$3,695	\$3.50	\$12,931
16	18 " Dia-Pipe	LFT.	1,126	\$1.95	\$2,196	\$1.00	\$2,196	\$3.75	\$8,234
17	24 " Dia-Pipe	LFT.	1,923	\$2.10	\$4,038	\$1.00	\$4,038	\$4.00	\$16,153
GENERAL									
18	Flex hose support as needed	RPH.		\$75.00	\$0	\$50.00	\$0	\$20.00	\$0
19	Emergency Vacuum from 7:00 am –7:00	RPH.		\$185.00	\$0	\$195.00	\$0	\$215.00	
20	Emergency Vacuum from 7:00 pm –7:00	RPH.		\$185.00	\$0	\$250.00	\$0	\$270.00	\$0
21	Air Bags as needed up to 24"	RPH.		\$55.00	\$0	\$40.00	\$0	\$5.00	\$0
22	Air bags as needed up to 48"	RPH.		\$55.00	\$0	\$50.00	\$0	\$10.00	\$0
23	Air bags as needed up to 72"	RPH.		\$55.00	\$0	\$60.00	\$0	\$40.00	\$0
24	Video Inspection of Sewer Mains and	LFT.		\$0.85		\$1.85		\$2.50	
25	Video Inspection of Storm Water Mains	LFT.		\$0.85		\$3.50		\$2.00	
26	Disposal Rate	Per Ton		\$135.00		\$125.00		\$125.00	
Annual Cost for items # 1-17					\$74,139		\$66,449		\$245,696

It should be noted that the hourly prices received from Envirowaste Service Group in one line item are identical to those received from them during the 2014 solicitation for these services. In contrast, the hourly rates submitted by Shenandoah Construction for the line item, increased by over fourteen percent (14%) during the period since October 2014. In the emergency response rate per hour cost,

both companies reduced their average hourly rates. Envirowaste Service Group submitted a reduction in rates from three hundred seventy dollars (\$370) per hour to an average cost of two hundred twenty two dollars (\$222) per hour, which equates to a price decrease of forty percent (40%) from 2014 in hourly rates for emergency response. Shenandoah Construction reduced their hourly rates in this area from three hundred fifty dollars (\$350) hourly to an average cost of two hundred forty two dollars (\$242) per hour, which equates to a price reduction of almost thirty one percent (31%) for the same period.

In contrast, the third proposer National Water Main Cleaning, provided a price of one hundred eighty five dollars (\$185) per hour for emergency response, which is the lowest cost per hour obtained for these services.

The information below provides a summary of these three (3) companies as provided within each of their submittal documents.

Enviro Waste Services Group, Inc.

- Envirowaste Services Group is headquartered in Miami has operated twenty years and is the largest sewer cleaning/inspection/repair contractor in the state.
- Village service provider in this and other utility focused areas since 2014.
- Vehicle Inventory of:
 - 35 jet vacuum trucks
 - 17 closed circuit tv inspection trucks
- Current and past contracts with
 - 16 municipalities
 - Florida Department of Transportation (FDOT)
 - Miami International Airport
 - Miami Dade, Broward, and 5 additional counties in the state;
- 150 full-time employees
- Cleaned over 15,000,000 linear feet of storm drainage pipe and 20,000,000 of sanitary sewer system pipe;
- Cleaned waste water treatment plants at over 100 different locations throughout the state of Florida.

National Water Main Cleaning

- National Water Main Cleaning is headquartered in Kearny New Jersey and has operated since 1899 and incorporated as a part of the Carylton Corporation since 1964
- Authorized to conduct business in the State of Florida since 2014
- Vehicle Inventory related to scope(not all locally available):
 - 60 jet vacuum trucks, (Various Sizes)
 - 46 closed circuit tv inspection trucks (Various Types)
- Current and past contracts with many as a Sub-contractor
 - Over 30 municipalities in the North East section of the Country; Boston, New York, Philadelphia, locally, Hialeah, Hollywood
 - Florida Department of Transportation (FDOT)

- Over 25 Counties in the N.E. Section of the Country

Shenandoah Construction

- Shenandoah Construction is headquartered in Pompano Beach, Broward County has operated over 42 years;
- Village service provider in this and other utility focused areas since 2014.
- Vehicle Inventory of:
 - 20 jet vacuum trucks
 - 8 closed circuit tv inspection trucks
- Current and past contracts with
 - 13 municipalities
 - Florida Department of Transportation (FDOT)
 - Miami International Airport
 - Miami Dade, Broward, and 9 additional counties in the state;
- 67 full-time employees

Based on the review of the submittals, it was determined that all three (3) of the responsive proposers are well established companies providing this specialized service both locally and in one instance, to several states.

The results of this solicitation provides current pricing to the Village with specific price delineations to allow for greater cost control for these services. This Resolution, if approved, will provide the Village with three (3) vendors to perform these services at rates that will remain consistent until 2021 and in some areas, pricing at the same or lower rate than the 2014 solicitation.

CONCLUSION

The Village Utility System requires regular maintenance and repairs in order to operate at optimum efficiency and reduce the instances of emergency repairs. Additionally, when emergency repairs are required, it is important to establish relationships with multiple qualified and responsive service providers to ensure emergencies are resolved quickly and effectively. Due to the noted deficiencies contained within the current agreements, the new solicitation was issued. The Village received a total of three (3) responsive proposals for these services and the proposals were evaluated and ranked according to the scores received by the evaluators. The results of the ranking identified Envirowaste Services Group, Inc. as the first ranked proposer, National Water Main Cleaning as the second ranked proposer, and Shenandoah General Construction as the third ranked proposer.

In keeping with the Administration's practice of creating redundancy for critical operational areas when possible, the execution of multiple agreements for this service provides the redundancy sought and ensures the availability of one or more service providers in the case of an emergency within the utility system.

I have reviewed the solicitation submittals from Envirowaste Services Group, Inc., National Water Main Cleaning, and Shenandoah General Construction, and the results of the evaluation committee evaluation and ranking actions. Therefore, I recommend adoption of this Resolution approving

agreements with the three (3) top ranked service providers listed above in the amount as allocated within the approved annual Village Budget for these services.

Attachments:

1. Proposal from Envirowaste Services Group, Inc.
2. Proposal from National Water Main Cleaning
3. Proposal from Shenandoah General Construction

CONTINUING SERVICES

AGREEMENT

Between

BAL HARBOUR VILLAGE

And

ENVIROWASTE SERVICES GROUP, INC

For

UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES

CONTINUING SERVICES

AGREEMENT

Between

BAL HARBOUR VILLAGE

And

ENVIROWASTE SERVICES GROUP, INC

For

UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES

THIS AGREEMENT is made between the BAL HARBOUR VILLAGE, FLORIDA, a Florida municipal corporation, ("VILLAGE"),

AND

ENVIRO WASTE SERVICES GROUP, INC., a Florida corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal place of business is 18001 Old Cutler Road #554, Miami, Florida 33157.

WHEREAS, the VILLAGE issued Request For Proposals No. 2018-04 for Utility System Vacuum Truck Cleaning and Video Inspection Services; and

WHEREAS, the Village Clerk received three proposals deemed to be responsive to the requirements set forth with the bid documents; and

WHEREAS, the evaluation of the responsive proposals identified the CONTRACTOR as the first ranked proposer; and

WHEREAS, the CONTRACTOR is willing and able to perform such services for the VILLAGE within the basic terms and conditions set forth in this agreement ("Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the VILLAGE and CONTRACTOR agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Compensation: Compensation means the total amount paid by the VILLAGE for the CONTRACTOR's professional services pursuant to an executed Specific Project Agreement, exclusive of Reimbursable Expenses.

1.2 Continuing Services Agreement Documents: This Agreement includes the following documents: this agreement, the Request for Proposals No. 2018-04 ("RFP"), attached hereto and incorporated herein as Exhibit A, CONTRACTOR's response to the RFP, opened and attached hereto and incorporated herein as Exhibit B, CONTRACTOR's fee schedule attached as Exhibit C, all specifications, Certificate(s) of Insurance, Specific Project Agreements and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Agreement, the following shall govern in the following order: Specific Project Agreements, this Agreement, any written amendments thereto, the RFP (Exhibit A), CONTRACTOR's Response to the RFP (Exhibit B), and CONTRACTOR'S fee schedule (Exhibit C).

1.3 Lump Sum: a method of payment to the CONTRACTOR for a fixed sum amount which constitutes total compensation to the CONTRACTOR for the performance by the CONTRACTOR of the Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the CONTRACTOR. The fixed sum shall be based on the hourly rates provided by CONTRACTOR for the services rendered and attached hereto as Exhibit C and shall be provided by CONTRACTOR in the form of an invoice.

1.4 Reimbursable Direct Expenses or Reimbursables: the direct nonsalary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents; postage; travel expenses; and sub Contractor's fees.

1.5 Specific Project or Project: a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

1.6 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.7 Sub Contractor Fee: the direct and actual cost of the SubContractor with no markup, as reflected by actual invoices of the subContractor.

1.8 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the CONTRACTOR has secured advance written authorization for such travel from the Village Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 CONTRACTOR may provide professional services to the VILLAGE for Specific Projects as authorized from time to time by the VILLAGE. The VILLAGE reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the VILLAGE may at its

sole discretion, enter into negotiations with the CONTRACTOR for that Specific Project under the terms and conditions of this Agreement. The VILLAGE shall initiate said negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting from the CONTRACTOR a proposal to provide professional services for the Specific Project. The CONTRACTOR shall prepare a proposal, which includes a lump sum fee based on the fee schedule provided in CONTRACTOR's proposal, and a manpower-task breakdown. The VILLAGE and CONTRACTOR shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 Project Agreement. The VILLAGE and CONTRACTOR shall utilize as the agreement for each Specific Project a Specific Project Agreement ("Project Agreement"). Each Specific Project Agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

1. The Scope of Services;
2. The deliverables;
3. The time and schedule of performance and term;
4. The amount of compensation;
5. The personnel assigned to the Specific Project; and
6. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 Project Agreement Execution. The professional services to be rendered by the CONTRACTOR shall commence subsequent to the execution of each Project Agreement. The VILLAGE Manager is authorized to negotiate and execute Project Agreements for Projects in which the CONTRACTOR's services do not exceed the annual budget allocations for the Services. The CONTRACTOR's services shall be performed, completed and submitted to the VILLAGE as specified in the Project Agreement.

2.5 Project Documents. The Project Documents for each Specific Project shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 Project Negotiations. In the event the VILLAGE and the CONTRACTOR are unable to reach a satisfactory supplemental agreement for a Specific Project as provided for in Sections 2.2 and 2.3, or the VILLAGE determines that the best interests of the VILLAGE would be served by procuring services for a specific Project from another contractor, then the VILLAGE shall, at its sole discretion, terminate negotiations with the CONTRACTOR for the particular Project.

SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for three (3) years, unless and until terminated pursuant to Section 3.2 or 3.3, or other

applicable sections of this Agreement. There shall be three (3) subsequent optional three (3) year renewal periods as approved by the Village Manager. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and CONTRACTOR for services to be rendered under said Project Agreement.

3.2 TERMINATION - For Convenience - This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar day's written notice to the CONTRACTOR. In the event of such termination, any services performed by the CONTRACTOR under this Continuing Services Agreement shall, at the option of the VILLAGE, become the VILLAGE'S property, and the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the VILLAGE up through the date of termination. Under no circumstances shall VILLAGE make payment of profit for services which have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the VILLAGE, the CONTRACTOR shall indemnify the VILLAGE against loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.5 RETAINAGE - The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at VILLAGE's discretion. Said retainage may be withheld at the sole discretion of the VILLAGE Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Project Agreement.

3.6 RIGHT TO EXTEND At the sole discretion of the VILLAGE Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 3.1 if such extension is deemed by the VILLAGE Manager to be in the best interest of the VILLAGE. Extensions beyond ninety (90) days must be approved by the VILLAGE Council.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

4.2 Change Order Defined. Change Order shall mean a written order to the CONTRACTOR executed by the VILLAGE, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract

Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 Effect of Executed Change Order. The execution of a Change Order by the VILLAGE and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 Authority to Execute Changes or Requests for Additional Services. The VILLAGE Manager is authorized to negotiate and execute Change Orders or Additional Services, in an amount not to exceed \$20,000 per change or additional service. Changes that exceed \$20,000 shall be approved by the VILLAGE Council.

4.5 Non-Exclusive Agreement. Notwithstanding the provisions of this Agreement, the VILLAGE Manager may issue requests for proposals at any time and may utilize the services of any other Contractor retained by the VILLAGE under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project.

SECTION 5. SURVIVAL OF PROVISIONS

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

SECTION 6. VILLAGE'S RESPONSIBILITIES

6.1 Assist CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR and allow reasonable access to all pertinent information or VILLAGE property relating to the services to be performed by CONTRACTOR.

6.2 Furnish to CONTRACTOR, at the CONTRACTOR'S request, all existing studies, reports and other available data pertinent to the services to be provided by CONTRACTOR.

6.3 Arrange for access to and make all provisions for CONTRACTOR to enter upon public property as required for CONTRACTOR to perform services.

SECTION 7. CODE OF ETHICS

7.1 The applicable code of ethics from the state professional organization of the CONTRACTOR's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.

7.2 CONTRACTOR warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112,

Florida Statutes, and Miami- Dade County Code of Ethics, as they may be amended from time to time.

SECTION 8. POLICY OF NON-DISCRIMINATION AND ANTI-BDS

8.1 Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Village Code of Ordinances.

8.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONTRACTOR shall be required to comply with such provisions.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the VILLAGE or furnished by CONTRACTOR pursuant to this or any Project Agreement shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by CONTRACTOR to VILLAGE within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONTRACTOR shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONTRACTOR use, or permit to be used, any of the documents without the VILLAGE'S prior written authorization. Any reuse of such documents by the CONTRACTOR without the written verification or adaptation by the VILLAGE for the specific purpose intended will be at the CONTRACTOR's sole risk.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONTRACTOR for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

9.3 All deliverables should be provided in hard copy format as well as electronic format to the VILLAGE. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the VILLAGE shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 10. RECORDS/AUDITS

10.1 CONTRACTOR shall maintain and require sub Contractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Project Agreement and any worked performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative

with reasonable notice and shall be kept for a period of five (5) years after the completion of each Project Agreement or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

10.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.

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

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

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

(e) Any Compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633, or by mail: VILLAGE Clerk, 655-96TH STREET BAL HARBOUR, FLORIDA 33154

10.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 10.1 or 10.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

award or making of this Agreement. In the event the CONTRACTOR violates this provision, VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR under this Agreement. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of VILLAGE, which may be withheld at the VILLAGE'S sole discretion.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONTRACTOR, its officials, agents, employees or sub Contractors in the performance of the services of the CONTRACTOR under this Agreement and any Project Agreement.

14.2 The CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

SECTION 15. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this and any Project Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials,

employees and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR's insurance and shall not contribute to the CONTRACTOR's insurance. The insurance coverages shall include a minimum of:

15.1 Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit). Employer's Liability with a minimum limit per accident in accordance With statutory requirements. The policy must be endorsed to provide VILLAGE with 30 days' written notice of cancellation and/or restriction.

15.2 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.

15.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or sub Contractors. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent CONTRACTOR's and 3) Products Liability 4) completed Operations, 5) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any 1) hold harmless 2) indemnification agreement or 3) both.

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

15.4 Professional Liability. The CONTRACTOR shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 with a deductible of \$50,000, per claim. The CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the VILLAGE, the CONTRACTOR shall make available for inspection copies of any claims filed or made against the policy during the policy term. The

Contractor shall additionally notify the VILLAGE, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$250,000 during the policy term.

15.4.1 At the VILLAGE's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

15.5 Concurrent with the execution of this Agreement and prior to the execution of a Project Agreement, the CONTRACTOR shall provide the VILLAGE an original Certificate of Insurance documenting compliance with each required insurance policy. The VILLAGE is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of VILLAGE in performance of this or any Project Agreement. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- Completed Operations & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. CONTRACTOR's proposed insurance coverage is subject to approval of the VILLAGE Manager, in the VILLAGE Manager's sole discretion.

15.6 Deductibles. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

15.7 Insurance Severability. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.8 Deductible or Self Insured Retentions. All deductibles or self-insured retentions must be declared to and be approved by the VILLAGE Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The VILLAGE Manager may require the CONTRACTOR, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the CONTRACTOR' deductible for Professional Liability Insurance.

15.9 Insurance Rating. Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the VILLAGE shall be notified in writing as soon as possible. The CONTRACTOR shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.

15.10 Reservation of Rights. The VILLAGE reserves the right to change the insurance requirements depending upon the scope of work in a Project Agreement.

SECTION 16. REPRESENTATIVE OF VILLAGE AND CONTRACTOR

16.1 VILLAGE Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Village Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONTRACTOR Representative. CONTRACTOR shall inform the VILLAGE Representative, in writing, of the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

17.1 If either the VILLAGE or CONTRACTOR is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

17.2 In the event of any litigation arising out of this Agreement or any Project Agreement, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

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

SECTION 19. CONTRACTOR'S RESPONSIBILITIES

19.1 The CONTRACTOR shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONTRACTOR.

19.2 The obligation of the CONTRACTOR to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of any Project Agreement which the CONTRACTOR has provided any service outlined in CONTRACTOR'S proposal under a prior Project Agreement, it is determined that the CONTRACTOR's documents are incorrect,

defective or fail to conform to the Scope of Services, upon written notification from the VILLAGE, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the VILLAGE, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the VILLAGE for any other services and expenses made necessary thereby, save and except any costs and expenses which the VILLAGE would have otherwise paid absent the CONTRACTOR's error or omission. The VILLAGE's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.4 The CONTRACTOR's obligations under Section 19.3 shall survive termination of this or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONTRACTOR shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONTRACTORS

20.1 In the event the CONTRACTOR requires the services of any sub Contractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the CONTRACTOR must secure the prior written approval of the VILLAGE.

20.2 Any subcontract with a sub Contractor or sub Contractor shall afford to the CONTRACTOR rights against the sub Contractor or sub Contractor which correspond to those rights afforded to the VILLAGE against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONTRACTOR for any subContractors that have not been previously approved by the VILLAGE for use by the CONTRACTOR.

20.4 CONTRACTOR shall provide the Village Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 15 of this Agreement for all sub Contractors proposed by CONTRACTOR to perform services under this Agreement or any Project Agreement. The sub Contractors insurance shall list the VILLAGE as an Additional Insured for General Liability and Auto Liability of the sub Contractor resulting from operations performed by or on behalf of VILLAGE in performance of this Agreement or any Project Agreement.

SECTION 21. NOTICES

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

FOR CONTRACTOR

Julio Fojon
EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Miami, Florida 33157
(305) 637-9665

FOR VILLAGE

Mr. Jorge Gonzalez
Village Manager
Bal Harbour Village
655 - 96th Street
Bal Harbour, FL 33154
(305) 866-4633

With Copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorneys
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
(305) 854-0800

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 24. DISPUTE RESOLUTION

24.1 Any dispute concerning performance of this Agreement shall be decided by the VILLAGE, who shall reduce the decision to writing and serve a copy on the CONTRACTOR. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONTRACTOR files with the VILLAGE a petition for administrative hearing. The VILLAGE's decision on the petition shall be final, subject to the CONTRACTOR's right to review

pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONTRACTOR's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Miami-Dade County, Florida.

SECTION 25. SCRUTINIZED COMPANIES

25.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

25.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

25.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

25.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 26. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 27. HEADINGS

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

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. COUNTERPARTS

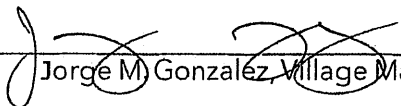
This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Mayor, attested to by its Village Clerk, duly authorized to execute same and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

BAL HARBOUR VILLAGE, FLORIDA

By:  _____
Jorge M. Gonzalez, Village Manager

The 18th day of December, 2018.

AUTHENTICATION:



Dwight Danie, CMC
Village Clerk

(SEAL) Seal

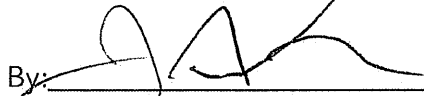
APPROVED AS TO FORM:



Village Attorney

CONTRACTOR

ENVIROWASTE SERVICES GROUP, INC.

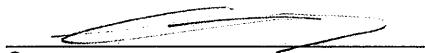
By: 

Print Name: Julio Fojos

Title: President

The 15 day of January, 2018.9

AUTHENTICATE:


Secretary

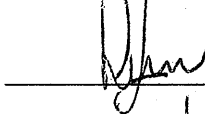
Eduardo Babin
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Eileen Algaze

Print Name: Eileen Algaze



Print Name: Leyma C. Hatozinho

IN WITNESS WHEREOF, the parties hereto have agreed to provide their services and pricing to the Town of Bay Harbor Islands, Florida, as defined within the executed Village of Bal Harbour, Florida contract (RFP NO. 2018-04: Utility System Vacuum Truck Cleaning and Video Inspection Services), on the respective dates under each signature: The TOWN OF BAY HARBOR ISLANDS, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same, and by ENVIROWASTE SERVICES GROUP, INC., by and through its PRESIDENT, or duly authorized officer to execute same.

TOWN

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
J.C. Jimenez, Town Manager

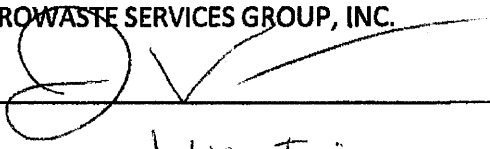
The ____ day of _____, 2020

AUTHENTICATION:

Marlene Siegel, Town Clerk

CONTRACTOR

ENVIROWASTE SERVICES GROUP, INC.

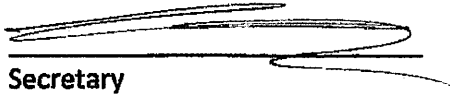
By: 

Print Name: Julio Fojon

Title: President

The 11 day of March, 2020

AUTHENTICATE:


Secretary

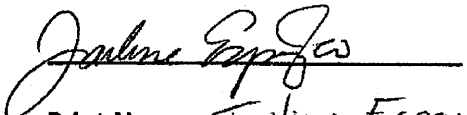
Selma Barbo
(Please type name of Secretary)

(CORPORATE SEAL)

WITNESSES:



Print Name: Eileen Algor



Print Name: Jailine Esparza

FORM 5

PRICING VACUUM TRUCK SERVICES				
ITEM	DESCRIPTION	UNITS	QUANTITIES	UNIT PRICE
STORMWATER JET VAC CLEANING				
1	MANHOLES	Each	# 140	\$50.00
Lines in Diameter				
2	12 " Dia-Pipe	Per Linear Foot	1,000	\$1.00
3	15 " Dia-Pipe	Per Linear Foot	1,260	\$1.00
4	18 " Dia-Pipe	Per Linear Foot	2,100	\$1.00
5	24 " Dia-Pipe	Per Linear Foot	3,500	\$1.00
6	30 " Dia-Pipe	Per Linear Foot	800	\$1.50
7	36 " Dia-Pipe	Per Linear Foot	1,000	\$1.75
8	42 " Dia-Pipe	Per Linear Foot	125	\$3.50
9	48 " Dia-Pipe	Per Linear Foot	315	\$4.50
SANITARY SEWER JET VAC CLEANING				
10	MANHOLES	Each	#270	\$25.00
Lines in Diameter				
11	6 " Dia-Pipe	Per Linear Foot	169	\$0.45
12	8 " Dia-Pipe	Per Linear Foot	16,226	\$0.45
13	10 " Dia-Pipe	Per Linear Foot	3,749	\$0.45
14	12 " Dia-Pipe	Per Linear Foot	5,311	\$0.50
15	15 " Dia-Pipe	Per Linear Foot	2,815	\$0.75
16	18 " Dia-Pipe	Per Linear Foot	1,126	\$1.00
17	24 " Dia-Pipe	Per Linear Foot	1,923	\$1.00
GENERAL				
18	Flex hose support as needed	Hourly		\$50.00
19	Emergency Vacuum from 7:00 am - 7:00 pm	Hourly		\$195.00
20	Emergency Vacuum from 7:00 pm - 7:00 am	Hourly		\$250.00
21	Air Bags as needed up to 24"	Hourly		\$250.00
22	Air bags as needed up to 48"	Hourly		\$450.00
23	Air bags as needed up to 72"	Hourly		\$550.00
24	Video Inspection of Sewer Mains and Laterals	Per Linear Foot		\$1.85
25	Video Inspection of Storm Water Mains and Laterals	Per Linear Foot		\$3.50
26	Disposal Rate	Per Ton		\$125.00

CONTINUING SERVICES

A G R E E M E N T

Between

BAL HARBOUR VILLAGE

And

SHENANDOAH GENERAL CONSTRUCTION CO.

For

UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES

CONTINUING SERVICES

A G R E E M E N T

Between

BAL HARBOUR VILLAGE

And

SHENANDOAH GENERAL CONSTRUCTION CO.

For

UTILITY SYSTEM VACUUM TRUCK CLEANING AND VIDEO INSPECTION SERVICES

THIS AGREEMENT is made between the BAL HARBOUR VILLAGE, FLORIDA, a Florida municipal corporation, ("VILLAGE"),

AND

SHENANDOAH GENERAL CONSTRUCTION CO., a Florida corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal place of business is 1888 NW 22 Street, Pompano Beach, Florida 33069.

WHEREAS, the VILLAGE issued Request For Proposals No. 2018-04 for Utility System Vacuum Truck Cleaning and Video Inspection Services; and

WHEREAS, the Village Clerk received three proposals deemed to be responsive to the requirements set forth with the bid documents; and

WHEREAS, the evaluation of the responsive proposals identified the CONTRACTOR as the third ranked proposer; and

WHEREAS, the CONTRACTOR is willing and able to perform such services for the VILLAGE within the basic terms and conditions set forth in this agreement ("Continuing Services Agreement" or "Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the VILLAGE and CONTRACTOR agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Compensation: Compensation means the total amount paid by the VILLAGE for the CONTRACTOR's professional services pursuant to an executed Specific Project Agreement, exclusive of Reimbursable Expenses.

1.2 Continuing Services Agreement Documents: This Agreement includes the following documents: this agreement, the Request for Proposals No. 2018-04 ("RFP"), attached hereto and incorporated herein as Exhibit A, CONTRACTOR's response to the RFP, opened and attached hereto and incorporated herein as Exhibit B, CONTRACTOR's fee schedule attached as Exhibit C, all specifications, Certificate(s) of Insurance, Specific Project Agreements and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Agreement, the following shall govern in the following order: Specific Project Agreements, this Agreement, any written amendments thereto, the RFP (Exhibit A), CONTRACTOR's Response to the RFP (Exhibit B), and CONTRACTOR'S fee schedule (Exhibit C).

1.3 Lump Sum: a method of payment to the CONTRACTOR for a fixed sum amount which constitutes total compensation to the CONTRACTOR for the performance by the CONTRACTOR of the Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the CONTRACTOR. The fixed sum shall be based on the hourly rates provided by CONTRACTOR for the services rendered and attached hereto as Exhibit C and shall be provided by CONTRACTOR in the form of an invoice.

1.4 Reimbursable Direct Expenses or Reimbursables: the direct nonsalary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents; postage; travel expenses; and sub Contractor's fees.

1.5 Specific Project or Project: a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

1.6 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.7 Sub Contractor Fee: the direct and actual cost of the SubContractor with no markup, as reflected by actual invoices of the subContractor.

1.8 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the CONTRACTOR has secured advance written authorization for such travel from the Village Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 CONTRACTOR may provide professional services to the VILLAGE for Specific Projects as authorized from time to time by the VILLAGE. The VILLAGE reserves the right to

select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the VILLAGE may at its sole discretion, enter into negotiations with the CONTRACTOR for that Specific Project under the terms and conditions of this Agreement. The VILLAGE shall initiate said negotiations by providing the CONTRACTOR with a "Scope of Services Request," requesting from the CONTRACTOR a proposal to provide professional services for the Specific Project. The CONTRACTOR shall prepare a proposal, which includes a lump sum fee based on the fee schedule provided in CONTRACTOR's proposal, and a manpower-task breakdown. The VILLAGE and CONTRACTOR shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 Project Agreement. The VILLAGE and CONTRACTOR shall utilize as the agreement for each Specific Project a Specific Project Agreement ("Project Agreement"). Each Specific Project Agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

1. The Scope of Services;
2. The deliverables;
3. The time and schedule of performance and term;
4. The amount of compensation;
5. The personnel assigned to the Specific Project; and
6. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 Project Agreement Execution. The professional services to be rendered by the CONTRACTOR shall commence subsequent to the execution of each Project Agreement. The VILLAGE Manager is authorized to negotiate and execute Project Agreements for Projects in which the CONTRACTOR's services do not exceed the annual budget allocations for the Services. The CONTRACTOR's services shall be performed, completed and submitted to the VILLAGE as specified in the Project Agreement.

2.5 Project Documents. The Project Documents for each Specific Project shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 Project Negotiations. In the event the VILLAGE and the CONTRACTOR are unable to reach a satisfactory supplemental agreement for a Specific Project as provided for in Sections 2.2 and 2.3, or the VILLAGE determines that the best interests of the VILLAGE would be served by procuring services for a specific Project from another contractor, then the VILLAGE shall, at its sole discretion, terminate negotiations with the CONTRACTOR for the particular Project.

SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for three (3) years, unless and until terminated pursuant to Section 3.2 or 3.3, or other applicable sections of this Agreement. There shall be three (3) subsequent optional three (3) year renewal periods as approved by the Village Manager. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and CONTRACTOR for services to be rendered under said Project Agreement.

3.2 TERMINATION - For Convenience - This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar day's written notice to the CONTRACTOR. In the event of such termination, any services performed by the CONTRACTOR under this Continuing Services Agreement shall, at the option of the VILLAGE, become the VILLAGE'S property, and the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the VILLAGE up through the date of termination. Under no circumstances shall VILLAGE make payment of profit for services which have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the VILLAGE, the CONTRACTOR shall indemnify the VILLAGE against loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.5 RETAINAGE - The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at VILLAGE's discretion. Said retainage may be withheld at the sole discretion of the VILLAGE Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Project Agreement.

3.6 RIGHT TO EXTEND At the sole discretion of the VILLAGE Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 3.1 if such extension is deemed by the VILLAGE Manager to be in the best interest of the VILLAGE. Extensions beyond ninety (90) days must be approved by the VILLAGE Council.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

4.2 Change Order Defined. Change Order shall mean a written order to the CONTRACTOR executed by the VILLAGE, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 Effect of Executed Change Order. The execution of a Change Order by the VILLAGE and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 Authority to Execute Changes or Requests for Additional Services. The VILLAGE Manager is authorized to negotiate and execute Change Orders or Additional Services, in an amount not to exceed \$20,000 per change or additional service. Changes that exceed \$20,000 shall be approved by the VILLAGE Council.

4.5 Non-Exclusive Agreement. Notwithstanding the provisions of this Agreement, the VILLAGE Manager may issue requests for proposals at any time and may utilize the services of any other Contractor retained by the VILLAGE under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform services for a specific project.

SECTION 5. SURVIVAL OF PROVISIONS

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

SECTION 6. VILLAGE'S RESPONSIBILITIES

6.1 Assist CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR and allow reasonable access to all pertinent information or VILLAGE property relating to the services to be performed by CONTRACTOR.

6.2 Furnish to CONTRACTOR, at the CONTRACTOR'S request, all existing studies, reports and other available data pertinent to the services to be provided by CONTRACTOR.

6.3 Arrange for access to and make all provisions for CONTRACTOR to enter upon public property as required for CONTRACTOR to perform services.

SECTION 7. CODE OF ETHICS

7.1 The applicable code of ethics from the state professional organization of the CONTRACTOR's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.

7.2 CONTRACTOR warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Miami- Dade County Code of Ethics, as they may be amended from time to time.

SECTION 8. POLICY OF NON-DISCRIMINATION AND ANTI-BDS

8.1 Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Village Code of Ordinances.

8.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONTRACTOR shall be required to comply with such provisions.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the VILLAGE or furnished by CONTRACTOR pursuant to this or any Project Agreement shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by CONTRACTOR to VILLAGE within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONTRACTOR shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONTRACTOR use, or permit to be used, any of the documents without the VILLAGE'S prior written authorization. Any reuse of such documents by the CONTRACTOR without the written verification or adaptation by the VILLAGE for the specific purpose intended will be at the CONTRACTOR's sole risk.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONTRACTOR for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

9.3 All deliverables should be provided in hard copy format as well as electronic format to the VILLAGE. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the VILLAGE shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 10. RECORDS/AUDITS

10.1 CONTRACTOR shall maintain and require sub Contractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Project

Agreement and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Project Agreement or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

10.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.

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

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

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

(e) Any Compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633, or by mail: VILLAGE Clerk, 655-96TH STREET BAL HARBOUR, FLORIDA 33154

10.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 10.1 or 10.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this

Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONTRACTOR violates this provision, VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR under this Agreement. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of VILLAGE, which may be withheld at the VILLAGE'S sole discretion.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONTRACTOR, its officials, agents, employees or sub Contractors in the performance of the services of the CONTRACTOR under this Agreement and any Project Agreement.

14.2 The CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

SECTION 15. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this and any Project Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the VILLAGE against hazards or risks of loss as

specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR's insurance and shall not contribute to the CONTRACTOR's insurance. The insurance coverages shall include a minimum of:

15.1 Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit). Employer's Liability with a minimum limit per accident in accordance With statutory requirements. The policy must be endorsed to provide VILLAGE with 30 days' written notice of cancellation and/or restriction.

15.2 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.

15.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or sub Contractors. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent CONTRACTOR's and 3) Products Liability 4) completed Operations, 5) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any 1) hold harmless 2) indemnification agreement or 3) both.

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

15.4 Professional Liability. The CONTRACTOR shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 with a deductible of \$50,000, per claim. The CONTRACTOR shall be responsible for maintaining this professional liability

insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the VILLAGE, the CONTRACTOR shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Contractor shall additionally notify the VILLAGE, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$250,000 during the policy term.

15.4.1 At the VILLAGE's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

15.5 Concurrent with the execution of this Agreement and prior to the execution of a Project Agreement, the CONTRACTOR shall provide the VILLAGE an original Certificate of Insurance documenting compliance with each required insurance policy. The VILLAGE is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of VILLAGE in performance of this or any Project Agreement. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- Completed Operations & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. CONTRACTOR's proposed insurance coverage is subject to approval of the VILLAGE Manager, in the VILLAGE Manager's sole discretion.

15.6 Deductibles. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

15.7 Insurance Severability. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.8 Deductible or Self Insured Retentions. All deductibles or self-insured retentions must be declared to and be approved by the VILLAGE Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The VILLAGE Manager may require the CONTRACTOR, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the CONTRACTOR' deductible for Professional Liability Insurance.

15.9 Insurance Rating. Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the VILLAGE shall be notified in writing as soon as possible. The CONTRACTOR shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.

15.10 Reservation of Rights. The VILLAGE reserves the right to change the insurance requirements depending upon the scope of work in a Project Agreement.

SECTION 16. REPRESENTATIVE OF VILLAGE AND CONTRACTOR

16.1 VILLAGE Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Village Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONTRACTOR Representative. CONTRACTOR shall inform the VILLAGE Representative, in writing, of the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

17.1 If either the VILLAGE or CONTRACTOR is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

17.2 In the event of any litigation arising out of this Agreement or any Project Agreement, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

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

SECTION 19. CONTRACTOR'S RESPONSIBILITIES

19.1 The CONTRACTOR shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONTRACTOR.

19.2 The obligation of the CONTRACTOR to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a Contractor under similar

circumstances. If at any time during the term of any Project Agreement which the CONTRACTOR has provided any service outlined in CONTRACTOR'S proposal under a prior Project Agreement, it is determined that the CONTRACTOR's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the VILLAGE, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the VILLAGE, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the VILLAGE for any other services and expenses made necessary thereby, save and except any costs and expenses which the VILLAGE would have otherwise paid absent the CONTRACTOR's error or omission. The VILLAGE's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.4 The CONTRACTOR's obligations under Section 19.3 shall survive termination of this or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONTRACTOR shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONTRACTORS

20.1 In the event the CONTRACTOR requires the services of any sub Contractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the CONTRACTOR must secure the prior written approval of the VILLAGE.

20.2 Any subcontract with a sub Contractor or sub Contractor shall afford to the CONTRACTOR rights against the sub Contractor or sub Contractor which correspond to those rights afforded to the VILLAGE against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONTRACTOR for any subContractors that have not been previously approved by the VILLAGE for use by the CONTRACTOR.

20.4 CONTRACTOR shall provide the Village Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 15 of this Agreement for all sub Contractors proposed by CONTRACTOR to perform services under this Agreement or any Project Agreement. The sub Contractors insurance shall list the VILLAGE as an Additional Insured for General Liability and Auto Liability of the sub Contractor resulting from operations performed by or on behalf of VILLAGE in performance of this Agreement or any Project Agreement.

SECTION 21. NOTICES

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

FOR CONTRACTOR

Daniel DiMura
Vice President
Shenandoah General Construction Co.
1888 NW 22 Street
Pompano Beach, FL 33069

FOR VILLAGE

Mr. Jorge Gonzalez
Village Manager
Bal Harbour Village
655 - 96th Street
Bal Harbour, FL 33154
(305) 866-4633

With Copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorneys
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
(305) 854-0800

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 24. DISPUTE RESOLUTION

24.1 Any dispute concerning performance of this Agreement shall be decided by the VILLAGE, who shall reduce the decision to writing and serve a copy on the CONTRACTOR. The decision shall be final and conclusive unless within 21 calendar days from the date of

receipt, the CONTRACTOR files with the VILLAGE a petition for administrative hearing. The VILLAGE's decision on the petition shall be final, subject to the CONTRACTOR's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONTRACTOR's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Miami-Dade County, Florida.

SECTION 25. SCRUTINIZED COMPANIES

25.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

25.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

25.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

25.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 26. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 27. HEADINGS

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

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. COUNTERPARTS

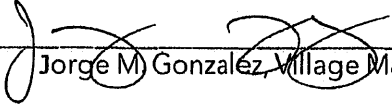
This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Mayor, attested to by its Village Clerk, duly authorized to execute same and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

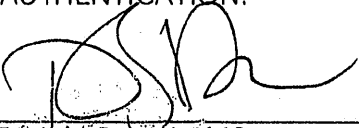
VILLAGE

BAL HARBOUR VILLAGE, FLORIDA

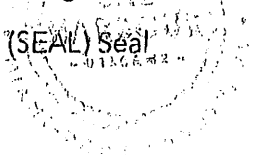
By:  _____
Jorge M. Gonzalez, Village Manager

The 18th day of December, 2018.

AUTHENTICATION:



Dwight Danie, CMC
Village Clerk



APPROVED AS TO FORM:



Village Attorney

SHENANDOAH GENERAL CONSTRUCTION CO.

The 21 day of January, 2019, ~~xxxx~~ 2018.

Please type name of Secretary

Print Name: Gale Bridjlall

IN WITNESS WHEREOF, the parties hereto have agreed to provide their services and pricing to the Town of Bay Harbor Islands, Florida, as defined within the executed Village of Bal Harbour, Florida contract (RFP NO. 2018-04: Utility System Vacuum Truck Cleaning and Video Inspection Services), on the respective dates under each signature: The TOWN OF BAY HARBOR ISLANDS, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same, and by SHENANDOAH GENERAL CONSTRUCTION CO., by and through its VICE-PRESIDENT, or duly authorized officer to execute same.

TOWN

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
J.C. Jimenez, Town Manager

The ____ day of _____, 2020

AUTHENTICATION:

Marlene Siegel, Town Clerk

CONTRACTOR

SHENANDOAH GENERAL CONSTRUCTION CO.

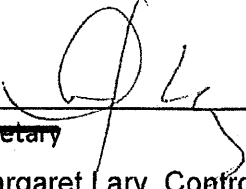
By:  _____

Print Name: Daniel DiMura

Title: Vice President

The 12 day of March, 2020

AUTHENTICATE:



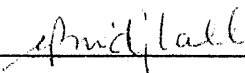
~~Secretary~~

Margaret Lary, Controller

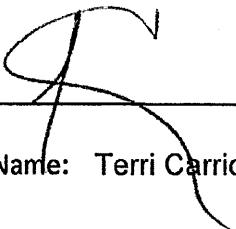
(Please type name of ~~Secretary~~)

(CORPORATE SEAL)

WITNESSES:



Print Name: Gale Bridjall



Print Name: Terri Carrick

PRICING VACUUM TRUCK SERVICES

ITEM	DESCRIPTION	UNITS	QUANTITIES	UNIT PRICE
STORMWATER JET VAC CLEANING				
1	MANHOLES	Each	# 140	\$ 40.00
Lines in Diameter				
2	12 " Dia-Pipe	Per Linear Foot	1,000	\$ 2.00
3	15 " Dia-Pipe	Per Linear Foot	1,260	\$ 2.50
4	18 " Dia-Pipe	Per Linear Foot	2,100	\$ 3.00
5	24 " Dia-Pipe	Per Linear Foot	3,500	\$ 5.00
6	30 " Dia-Pipe	Per Linear Foot	800	\$ 7.00
7	36 " Dia-Pipe	Per Linear Foot	1,000	\$ 8.00
8	42 " Dia-Pipe	Per Linear Foot	125	\$ 10.00
9	48 " Dia-Pipe	Per Linear Foot	315	\$ 15.00
SANITARY SEWER JET VAC CLEANING				
10	MANHOLES	Each	#270	\$ 20.00
Lines in Diameter				
11	6 " Dia-Pipe	Per Linear Foot	169	\$ 1.00
12	8 " Dia-Pipe	Per Linear Foot	16,226	\$ 1.50
13	10 " Dia-Pipe	Per Linear Foot	3,749	\$ 2.00
14	12 " Dia-Pipe	Per Linear Foot	5,311	\$ 2.50
15	15 " Dia-Pipe	Per Linear Foot	2,815	\$ 3.50
16	18 " Dia-Pipe	Per Linear Foot	1,126	\$ 3.75
17	24 " Dia-Pipe	Per Linear Foot	1,923	\$ 4.00
GENERAL				
18	Flex hose support as needed	Hourly		\$ 20.00
19	Emergency Vacuum from 7:00 am – 7:00 pm	Hourly		\$ 215.00
20	Emergency Vacuum from 7:00 pm – 7:00 am	Hourly		\$ 270.00
21	Air Bags as needed up to 24"	Hourly		\$ 5.00
22	Air bags as needed up to 48"	Hourly		\$ 10.00
23	Air bags as needed up to 72"	Hourly		\$ 40.00
24	Video Inspection of Sewer Mains and Laterals	Per Linear Foot		\$ 2.50
25	Video Inspection of Storm Water Mains and Laterals	Per Linear Foot		\$ 2.00
26	Disposal Rate	Per Ton		\$ 125.00

AGENDA ITEM REPORT

April 6, 2020

ITEM NUMBER: 4.

ITEM: Approval and Selection of an executive recruitment firm for professional services to conduct a search for a Town Manager. We also asked the firms to provide an option for the same type of search for the Town Attorney. Enclosed are three proposal and other supporting documents from the recruiting firms.

DESCRIPTION:

At the March 9th, Regular Council Meeting, Town Manager Jimenez formally submitted his resignation letter as the Town Manager to the Town Council. As a result, Town staff is hereby submitting proposals from three recruiting firms for professional services to search for a Town Manager. We have included the Town Attorney search due to the fact that the Town Council at the January Council meeting directed staff to put out an RFQ for those services. The staff has been working on the RFQ and was ready to advertise when the COVID-19 pandemic started to impact our operations. Therefore, this is being offered at this time as an option for Council Consideration.

*** The Mercer Group, Inc**

- Town Manager - submitted a proposal in the amount of \$17,500.
- Town Attorney - submitted a proposal in the amount of \$17,750.
- The firm has also offered a discounted fee of \$30,000 to perform both searches.

*** Lagom HR**

- Town Manager - submitted a proposal in the amount of \$18,000.
- Town Attorney / Law Firm - submitted a proposal in the amount of \$18,000
- The total to conduct professional search services for Town Manager and Town Attorney would be \$36,000

*** Colin Baenziger & Associates**

- Town Manager - submitted a proposal in the amount of \$26,500
- Town Attorney / Law Firm - submitted a proposal in the amount of \$24,500
- The total to conduct professional search services for Town Manager and Town Attorney would be \$51,000

Attached are the proposal from all three firms outlining their scope of work.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

This expense will require appropriations for the General Reserves Fund.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Mercer Group -TM 1 Proposal
2. Mercer Group - Town Attorney Executive Summary
3. Lagom HR Proposal
4. Colin -TM and TA Search - Proposal in Brief
5. Detail Proposal Town Manager



EXECUTIVE SEARCH & RECRUITMENT SERVICES FOR TOWN MANAGER

THE MERCER GROUP, INC.

Dona Higginbotham
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118
954-559-8865
DHHiggin@att.com
www.mercergroupincflorida.com

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I. FIRM INFORMATION & BACKGROUND

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia; operating nation-wide; dba The Mercer Group Florida, LLC, a minority owned LLC founded in Florida in 2017. The firm has conducted business under the name The Mercer Group, Inc. since February 1990 and Mercer Group Florida, in Florida since June 2010 and is registered with the Florida Department of State.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high-quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

This engagement for the Town of Bay Harbor Islands will be led by Dona Higginbotham and will be assisted and supported by James L. Mercer. Mr. Mercer has conducted or assisted in of more than 2,000 successful executive searches in recent years. The spectrum of our search experience is below.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent, subsidiary or affiliation of other firms. The closed service office and our corporate headquarters are as follows:

The Mercer Group, Inc.
Atlanta, Georgia 30338
(770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

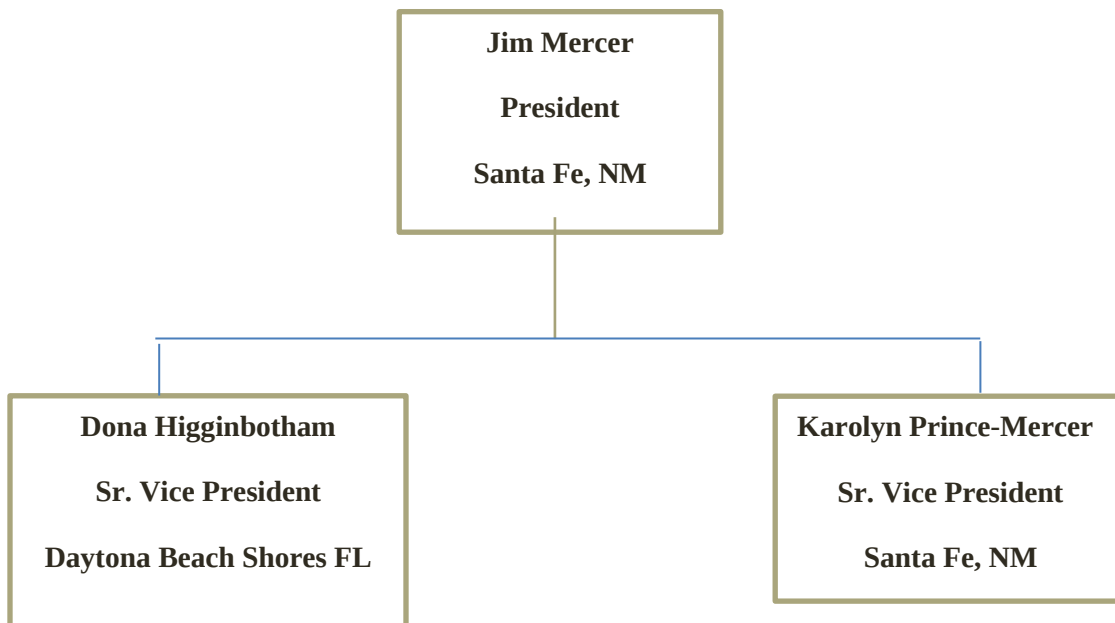
Primary contact information is as follows:

The Mercer Group, Inc.
Dona Higginbotham
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118
954-559-8865
dhiggin@att.net
www.mercergroupinc.com
www.mercergroupincflorida.com

B. Organizational Chart for the Town of Bay Harbor Islands Search Team

The Mercer Group, Inc.

**EXECUTIVE SEARCH TEAM
for
BAY HARBOR ISLANDS
TOWN MANAGER**



Over the past nine plus years, Mercer Group Florida has successfully conducted and completed the following search and recruitments:

- Billings, Montana – City Manager, 2017
- Cape Coral, Florida – City Auditor (Charter Officer), 2017; Building Official, 2017
- Citrus County, Florida – County Manager, 2015
- Deerfield Beach, Florida – Director of Environmental Services, 2016
- Delray Beach, Florida – City Manager, 2017
- Delray Beach, Florida – Finance Director, 2017
- Deltona, Florida – City Manager, 2015
- Dutchess County, NY – Commissioner of Behavioral & Community Health, 2015
- Gainesville, Florida – Equal Opportunity Director (Charter Officer), 2015, 2018
- City of Fort Lauderdale – Director of Finance, 2019
- Hallandale Beach, Florida – Assistant Director of Public Works – Utilities, 2015 City Manager, 2019
- Hillsborough County, Florida – Executive Director-Planning Commission, 2014
- Hillsborough County, Florida – Executive Director-Metro. Planning Org., 2014
- Hollywood, Florida – Director of Financial Services, 2017, Director of Parks, Recreation and Cultural Arts, 2019
- Indian River Shores, Florida – Town Manager, 2019
- Village of Key Biscayne, Florida – Village Manager, 2018
- Largo, Florida – City Manager, 2015; Fire Chief, 2018
- Marco Island, Florida – City Manager, 2017
- Mary Esther, Florida – City Manager 2020
- Onondaga County, NY – Commissioner of Health, 2014
- Palatka, Florida – City Manager, 2019
- Palmetto Bay, Florida Village Manager 2020
- Pennsylvania Municipal Retirement System, PA – Secretary/Executive Director, 2014
- Pinellas Suncoast Transit Authority, Florida – Director of Procurement, 2014
- Plant City, Florida – Police Chief, 2014
- Plant City, Florida – City Manager, 2014
- Polk County, Florida – Fire Rescue Services Director (Fire Chief), 2016
- Pompano Beach, Florida – City Attorney, 2015
- Port Orange, Florida – City Manager, 2015
- St. Cloud, Florida – City Manager, 2015
- St. Pete Beach, Florida – Community Development Director, 2015
- St. Pete Beach, Florida – Fire Chief, 2015
- St. Petersburg, Florida – City Manager, 2014
- Tampa Bay Area Regional Transit Authority, Florida – Executive Director, 2014
- Temple Terrace, Florida – City Manager, 2016
- Virgin Islands Housing Authority, St. Thomas, VI– Director of Asset Management, 2016

C. Resumes Staff

James L. Mercer, President - Atlanta and Santa Fe Offices; Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in the Southeast and Southwest, and Director of the Industrial Extension Division for Georgia Tech.

3. Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office; Project Support

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments. Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over eighteen years. She has experience working in executive search and has conducted several City Manager searches. She also has experience with compensation and classification, and with organization and management studies.

4. Time Commitments

The members of our firm have the quality time to devote to this search to meet the Town of Bay Harbor Islands' needs.

II. SERVICES, TIMELINE, AND FEES

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that the Town of Bay Harbor Islands is in need of Executive Search Services for a City Manager Recruitment. It is our further understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Develop the ideal profile for the City Manager position after consultation with the Mayor and City Commission and designated staff.
- Develop and implement a marketing strategy, advertising campaign and outreach to best-fit candidates.
- Conduct preliminary interviews and candidate screening.
- Provide written materials, including background reports, and facilitate candidate selection and offer.

The objectives that we will meet in order to find the best qualified candidates for the City Manager position are as follows:

- Conduct on-site needs assessment for the new City Manager.
- Develop a comprehensive position profile.
- Encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- Save a considerable amount of the City's time in establishing the position profile and reviewing applicants.
- Comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- Independently and objectively assess the qualifications and suitability of candidates for the position.
- Respond to all candidate inquiries and produce all correspondence during the search.
- Mail an information packet supplied by the City to all qualified applicants.
- Recommend a pool of finalist candidates to the Mayor and Town Council.
- Coordinate a community "Meet and Greet" function for the finalist candidates.
- Coordinate finalist candidate interviews with the Mayor and Town Council.
- Preserve the confidentiality of inquiries to the degree possible under Florida law.
- Assist the Mayor and Town Council in reaching a final decision.
- Assist in negotiating a compensation package with the successful candidate on behalf of the City.
- Keep the Mayor and Town Council closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of Bay Harbor Islands. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the Town of Bay Harbor Islands will benefit through ease of implementation.

B. Work Plan; Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - Define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - Recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - Identify qualified candidates.
4. **Candidate Screening** - Thoroughly screen prospective candidates.
5. **Background Investigation** - Thoroughly evaluate prospective candidates.
6. **Interview Process** - Make recommendations and assist in selection.
7. **Negotiation and Follow-up** - Facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultations with Bay Harbor Islands' Mayor and Town Council and/or key staff as well as other individuals or groups (as the Mayor and Town Council wishes) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of the Mayor and Town Council's choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the Mayor and Town Council (and others as desired) in order to determine the level of experience and training needed. As noted earlier, The Mercer Group Florida's vast experience make them uniquely qualified to lead this search for the new City Manager.

Based on those meetings, we will prepare a draft position profile and review it with the Mayor and Town Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the Town of Bay Harbor Islands, the Mayor and Town Council, staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the Administration/Management fields and on our own experience. Through "networking", we will conduct a nation-wide search, **while understanding that the preference may be a candidate with Florida experience and/or knowledge**, for the best qualified candidates and invite them to apply for the position.

Based on our discussions with Town of Bay Harbor Islands Mayor and Town Council, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality professional and management attention, to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mrs. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, the prospective candidates who most closely match the criteria established by the Town of Bay Harbor Islands will be selected and presented to the Mayor and Town Council. The output of this step in the process will be a matrix display of the top candidates showing how each rate against the selection criteria established by the Mayor and Town Council. This matrix will be reviewed with the Town of Bay Harbor Islands Mayor and Town Council and guidance obtained prior to proceeding. One contingency here is that the Mayor and Town Council may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City's needs are clearly met.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the Mayor and Town Council who will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of Town Manager will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years' experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the Town of Bay Harbor Islands' Mayor and Town Council in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which is directed by the Mayor and Town Council. The Mayor and Town Council shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We will explain which, if any, of the applicants specifically meet the total criteria established by the Mayor and Town Council or whether the final group simply represents the best available talent.

We will also provide the Mayor and Town Council with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

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7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the Mayor and Town Council to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the Mayor and Town Council and that any public statement should come directly from the Mayor and Town Council. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify all unsuccessful candidates, who were not recommended for interview with the Mayor and Town Council, of the final decision reached. However, we suggest that it is more proper for the City to directly notify all unsuccessful candidates, whom they interviewed, of the final result.

We will always keep the Town closely informed and involved in decisions concerning the search process. We will prepare and send periodic e-mail updates and progress reports of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the Town of Bay Harbor Islands will be needed, as follows:

- Arranging interviews with Bay Harbor Islands Mayor and Town Council, staff and others as desired. Phone calls, face to face, etc
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. Project Schedule and Timeline (*subject to approval by the Town of Bay Harbor Islands)

**TOWN OF BAY HARBOR ISLANDS, FLORIDA
CITY MANAGER SEARCH**

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement	Kickoff conference with the Mayor and Town Council
Week One	Consultation with the Mayor and Town Council, Others (as desired) to: *Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three	Approve Recruitment Materials
Week Three - Search Officially Opens	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven	Send Recruitment Materials Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven	Closing Date for Receipt of Applications
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight	Confer with the Mayor and Town Council to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten	Conduct Reference and Background Checks
Week Ten	Send Interview Guide to the Mayor and Town Council of Selected Finalists
Week Eleven/Twelve	Community Meet & Greet (as desired) Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection
Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

E. Cost Proposal for Professional Recruitment Services for City Manager

The Mercer Group, Inc. proposes a **total flat rate Professional Fee for the Executive Search/Recruitment Services of \$17,750, including expenses**. There will be **NO additional fees or expenses paid to The Mercer Group, Inc. for our services**. Items and related costs for our services are as follows:

SERVICES	FEE
Position Analysis	2,750
Outreach Campaign	2,750
Resume Review	2,875
Candidate Screening	2,875
Background Investigation	3,750
Interview Process	2,250
Negotiation and Follow-up	500
TOTAL FEE	\$17,750

The costs for final candidates to travel to Bay Harbor Islands for interviews, as the Mayor and Town Council desires, **are not included**. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. In general, costs run about \$600 to \$750 per person.

Bay Harbor Islands' liability to The Mercer Group, Inc. for services rendered, including expenses, under our agreement **will not exceed the agreed upon price as stated above**.

We will submit regular invoices for our fees. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon selection of the successful candidate.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

The hourly rate for any services the City might request outside the scope of items set forth in this proposal is \$150.00 per hour.

This document constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

THE MERCER GROUP, INC.

GUARANTEES

F. The ten (10) guarantees of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 12-month period following the date of placement with the client, we will replace the candidate for out-of-pocket expenses only and **there will be no professional fees** charged by The Mercer Group to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

G. Additional Activities that Might be Helpful to the Recruitment and Selection Process

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These would be extra cost items.)

H. Proposal Acceptance

This March 11, 2020, proposal is accepted for the Town of Bay Harbor Islands by:

SIGNATURE:

NAME:

TITLE:

DATE:

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I. Sample Agreement

AGREEMENT

This AGREEMENT, made as of this 11th day of March, 2020, by and between **THE MERCER GROUP, INC. dba MERCER GROUP FLORIDA, LLC** and the Town of Bay Harbor Islands, a governmental corporation.

WITNESSETH:

WHEREAS, Bay Harbor Islands (hereinafter referred to as the "Town") has expressed an interest in engaging the services of an executive recruiter to conduct a search for a Town Manager for the Town and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the Town's request; and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the Town desires to hire Mercer to conduct the Town's search for a new Town Manager, and

WHEREAS, Mercer desires to assist the Town in conducting the Town's search for a Town Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the Town hereby agree as follows:

1. Mercer agrees to provide services and support to the Town in the conduct of the Town's search for a Town Manager. Mercer agrees to conduct the Town's project in accordance with the scope of services outlined in its Proposal to the Town dated March 11, 2020, in response to the Town's request. Mercer's proposal is incorporated by reference and thus made a part of this Agreement.
2. The Town agrees to compensate Mercer for its services in the amount of \$17,750 for professional services to conduct the search. Payments to Mercer are to be made as outlined in Mercer's proposal to the Town to Mercer Group Florida LLC.
3. The Town and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.
4. SUNSHINE LAW. As Mercer's role is to screen applications and make recommendations for the position of Town Manager, Mercer acknowledges that it will be subject to, and will comply with, Chapter 286, Florida Statutes.

Agreement, Continued:

5. PUBLIC RECORDS. Mercer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Mercer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of Mercer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology system of the Town .
6. The Town and Mercer both agree that in the event any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.
7. The Town and Mercer both agree that any amendments to this Agreement shall be made in writing and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this Agreement.
8. The parties shall have the right at either party's convenience to terminate this Agreement following five (5) days written notice to the affected party. Should either party terminate this Agreement the Town shall only be obligated to pay Mercer for those services already provided.

TOWN OF BAY HARBOR ISLANDS, FLORIDA

BY:

ATTEST:

THE MERCER GROUP, INC.

BY:

Dona Higginbotham
Senior Vice President

III. REFERENCES

George R. Keller, Assistant City Manager for Finance and Administration
City of Hollywood; population 145,000
2600 Hollywood Boulevard
Hollywood, FL 33022
Phone: 954-921-3201
gkeller@hollywoodfl.org
Director of Financial Services Search – 2017
Director of Parks, Recreation & Cultural Arts – 2019

Deborah Robinson
The Office of Human Resources City of Palatka
City of Palatka; population 10,389
201 N 2nd Street Palatka, FL 32177
Phone: 386-328-0100 ext 218
drobinson@palatka-fl.gov
www.cityofpalatka.com

William P. Shanahan, Jr. MPA - CM
The Office of City Manager, City of Palatka
City of Palatka; population 10,389
201 N 2nd Street Palatka, FL 32177
Phone: 386-328-0100
bshanahan@palatka-fl.gov
www.cityofpalatka.com

IV. CITY/COUNTY MANAGERS & ADMINISTRATORS

The Following Lists of Searches are limited to CITY/ COUNTY MANAGERS & ADMINISTRATORS to avoid the lists being voluminous.

CITY	STATE	POSITION	YEAR
A			
Alachua	Florida	City Manager	2001
Alamogordo	New Mexico	City Manager	2009
Albany	Georgia	Assistant City Manager	2000
Angel Fire	New Mexico	Town Administrator	2000
Angel Fire	New Mexico	Village Manager	2011
Andrews	Texas	City Manager	2000
Ann Arbor	Michigan	City Administrator	1988
Ann Arbor	Michigan	City Administrator	1995
Ann Arbor	Michigan	City Administrator	2001
Arkansas City	Kansas	City Manager	2006
Arlington	Texas	City Manager	2011
Aspen	Colorado	City Manager	1989
Athens/Clarke County Unified Government	Georgia	Manager	1995
Athens/Clarke County Unified Government	Georgia	Manager	2000
Augusta	Georgia	Administrator	2014
Aurora	Colorado	City Manager	1989
Austin	Texas	City Manager	1988
Avondale	Arizona	City Manager	2000
Aztec	New Mexico	City Manager	2009
B			
Bangor	Maine	City Manager	2010
Barrington	Illinois	Village Manager	1998
Bay City	Illinois	City Manager	2003
Beavercreek	Ohio	City Manager	2003
Beacon	New York	City Administrator	2015
Belding	Michigan	City Manager	1999
Bellaire	Texas	City Manager	1996
Billings	Montana	City Administrator	2017
Billings	Montana	City Administrator	2006
Billings	Montana	City Administrator	2003
Billings	Montana	City Administrator	1999
Billings	Montana	Assistant City Administrator	2003
Billings	Montana	Deputy City Administrator	2003
Birmingham	Michigan	City Manager	2010
Bloomfield	New Mexico	City Manager	2010
Bloomfield Hills	Michigan	City Manager	2006
Bloomfield Hills	Michigan	City Manager	2001

CITY	STATE	POSITION	YEAR
Boca Raton	Florida	Assistant City Manager	1989
Boulder	Colorado	City Manager	2008
Boulder	Colorado	City Manager	2002
Bowie	Maryland	City Manager	2016
Boynton Beach	Florida	City Manager	1999
Bridgeport	Texas	City Administrator	2010
Bristol	Tennessee	City Manager	2013
Bryan	Texas	City Manager	2006
C			
Cairo	Georgia	City Manager	1995
Canadian	Texas	City Manager	2010
Cape Coral	Florida	City Manager	1996
Carpentersville	Illinois	Village Manager	2001
Carrboro	North Carolina	Town Manager	2003
Casa Grande	Arizona	City Manager	2003
Casselberry	Florida	City Manager	2003
Centennial	Colorado	City Manager	2007
Centennial	Colorado	City Manager	2001
Centennial	Colorado	Assistant City Manager	2006
Champaign	Illinois	Assistant City Manager	2007
Charlotte	North Carolina	City Manager	2008
Charlotte	North Carolina	City Manager	1996
Charlotte	North Carolina	City Manager	1981
Charlotte	North Carolina	Deputy City Manager	2000
Chesapeake	Virginia	City Manager	2012
Chesapeake	Virginia	City Manager	2009
Chesapeake	Virginia	City Manager	2006
Chesapeake	Virginia	City Manager	1996
Chesapeake Beach	Maryland	Town Administrator	2014
Clayton	Missouri	City Manager	2003
Cleburne	Texas	City Manager	2011
Cleveland	Tennessee	City Manager	2016
Clifton Forge	Virginia	City Manager	2006
Cloverdale	California	City Manager	2001
College Park	Georgia	City Manager	2013
College Park	Georgia	City Manager	2008
College Park	Georgia	City Manager	2002
College Park	Maryland	City Manager	2015
College Park	Maryland	City Manager	2004
College Park	Maryland	City Manager	2002
College Station	Texas	City Manager	2006
College Station	Texas	Assistant City Manager (2)	2006
Colma	California	City Manager	1998
Columbia	South Carolina	City Manager	2009

CITY	STATE	POSITION	YEAR
Columbia	South Carolina	City Manager	1997
Columbus	Georgia	City Manager	1995
Concord	North Carolina	City Manager	1999
Coral Springs	Florida	Assistant City Manager	2000
Cotati	California	City Manager	1997
Coventry	Rhode Island	Town Manager	2015
Covington	Georgia	City Manager	2013
Covington	Washington	City Manager	2006
Creedmoor	North Carolina	City Manager	2015
Culpeper	Virginia	Town Manager	2000
D			
Daly City	California	Assistant City Manager	1995
Danville	Kentucky	City Manager	2011
Danville	Virginia	City Manager	2008
Danville	Virginia	City Manager	1999
Davie	Florida	Town Administrator	1999
Dayton	Ohio	Assistant City Manager/Operations	2007
Dayton	Ohio	Assistant City Manager/Economic Development Assistant	2007
Dayton	Ohio	City Manager	2006
Decatur	Illinois	City Manager	2008
Decatur	Illinois	City Manager	1987
Deerfield Beach	Florida	City Manager	1989
DeKalb	Illinois	City Manager	1998
Delaware	Ohio	City Manager	1998
Delray Beach	Florida	City Manager	2017
Delray Beach	Florida	City Manager	1986
Delta	Colorado	City Manager	2015
Deltona	Florida	City Manager	2015
Derby	Kansas	City Manager	2001
Des Moines	Iowa	City Manager	2014
Dothan	Alabama	City Manager	2002
Downer's Grove	Illinois	Village Manager	2005
Dublin	Ohio	City Manager	2008
Durham	North Carolina	City Manager	2008
Durham	North Carolina	City Manager	2004
E			
East Point	Georgia	City Manager	2014
East Point	Georgia	City Manager	2012
East Point	Georgia	City Manager	1999
East Point	Georgia	City Manager	1996
Eau Claire	Wisconsin	City Manager	2006

CITY	STATE	POSITION	YEAR
Elkhart	Kansas	City Administrator	2000
Eloy	Arizona	City Manager	2000
El Paso	Texas	City Manager	2004
El Reno	Oklahoma	City Manager	2006
Enid	Oklahoma	City Manager	1997
Encinitas	California	City Manager	1999
Erie	Colorado	Town Administrator	2011
Espanola	New Mexico	City Manager	2008
Estes Park	Colorado	Town Administrator	2011
Eustis	Florida	City Manager	2007
Evanston	Illinois	City Manager	1996
F			
Fairfield	Iowa	City Administrator	2010
Fairmont	Minnesota	City Administrator	1988
Fayetteville	North Carolina	City Manager	2008
Federal Heights	Colorado	City Manager	2007
Federal Heights	Colorado	City Manager	2004
Federal Way	Washington	City Manager	1999
Flint	Michigan	City Manager	2001
Florence	South Carolina	City Manager	2011
Florence	South Carolina	City Manager	1996
Fort Lauderdale	Florida	City Manager	1998
Fort Smith	Arkansas	City Administrator	2008
Fort Smith	Arkansas	City Administrator	2006
Fountain Hills	Arizona	Town Manager	2011
Fountain Hills	Arizona	Town Manager	2002
Frankfort	Kentucky	City Manager	2003
Franklin Village	Michigan	Village Administrator	1998
G			
Gainesville	Florida	City Manager	2005
Gainesville	Florida	City Manager	1995
Galesburg	Illinois	City Manager	2006
Gastonia	North Carolina	City Manager	2007
Glen Ellyn	Illinois	Village Manager	2008
Glen Ellyn	Illinois	Village Manager	2006
Glencoe	Illinois	Village Manager	2000
Glendale	Arizona	Assistant City Manager	2010
Glendale	Arizona	Deputy City Manager-2	2004
Glenview	Illinois	Village Manager	2004
Glenwood	Illinois	Village Administrator	2008
Glenn Heights	Texas	City Manager	2006
Goldsboro	North Carolina	City Manager	2011
Goldsboro	North Carolina	City Manager	2004

CITY	STATE	POSITION	YEAR
Goodyear	Arizona	City Manager	2007
Grand Island	Nebraska	City Administrator	2007
Grand Ledge	Michigan	City Administrator	1999
Granville	Ohio	Village Manager	2005
Great Falls	Montana	Deputy City Manager	2006
Greeley	Colorado	Deputy City Manager	2006
Green Cove Springs	Florida	City Manager	1997
Greenfield	California	City Manager	1998
Greenville	North Carolina	City Manager	2007
Gulfport	Florida	City Manager	2003
Gulfport	Florida	City Manager	1989
GVR Metropolitan District, Green Valley Ranch - Denver	Colorado	District Manager	2008
H			
Hampton	Virginia	City Manager	2009
Hampton	Virginia	City Manager	1984
Hartford	Vermont	Town Manager	2015
Healdsburg	California	City Manager	1995
Highland Park	Michigan	Interim City Manager	2002-2003
Hobbs	New Mexico	City Manager	2002
Holland	Michigan	City Manager	2001
Howell	Michigan	Deputy City Manager for Financial Services	2004
Huber Heights	Ohio	City Manager	2000
Hudson	Ohio	City Manager	1997
Hyattsville	Maryland	City Administrator	2010
I			
Indian Rocks Beach	Florida	City Manager	1997
Indian Rocks Beach	Florida	Interim City Manager	2005
Indian Trail	North Carolina	Town Manager	2009
J			
Jackson	Michigan	City Manager	2004
Jackson	Michigan	City Manager	1996
Jacksonville	North Carolina	City Manager	2010
Jacksonville	North Carolina	City Manager	2005
Jacksonville	North Carolina	City Manager	1998
Jacksonville	North Carolina	Assistant City Manager	2007
Johns Creek	Georgia	City Manager	2006
Johnson City	Tennessee	City Manager	2005
Joplin	Missouri	City Manager	2014
Joplin	Missouri	City Manager	2004

CITY	STATE	POSITION	YEAR
K			
Kent	Ohio	City Manager	2005
Kent	Ohio	City Manager	1997
Key Biscayne	Florida	Village Manager	2018
Kiawah Island	South Carolina	Town Administrator	2015
Kingsport	Tennessee	City Manager	1999
L			
Lakeland	Florida	City Manager	2003
Lakeland	Florida	Assistant to the City Manager	2004
Lakeport	California	City Manager	2001
Lake Worth	Florida	City Manager	2009
Las Cruces	New Mexico	City Manager	2016
Las Vegas	New Mexico	City Manager	2009
Laurinburg,	North Carolina	City Manager	1999
Lapeer	Michigan	City Manager	2002
Largo	Florida	City Manager	2016
League City	Texas	City Manager	2012
League City	Texas	City Administrator	2009
League City	Texas	Assistant City Manager for Public Works	2009
League City	Texas	City Administrator	2004
Lebanon	New Hampshire	City Manager	2015
Lee's Summit	Missouri	City Manager	2008
Liberty	Texas	City Manager	2007
Littleton	Colorado	City Manager	2011
Livermore	California	City Manager	2000
Longboat Key	Florida	Town Manager	1997
Longboat Key	Florida	Town Manager	1993
Longboat Key	Florida	Assistant Town Manager	1996
Los Altos	California	City Manager	1998
Los Angeles	California	Chief Legislative Analyst	2005
Louisville	Ohio	City Manager	2001
M			
Macon	Georgia	Chief Administrative Officer	2008
Manistee	Michigan	City Manager	2001
Marco Island	Florida	City Manager	2017
Marco Island	Florida	City Manager	2004
Martinsville	Virginia	City Manager	2004
Mason	Ohio	City Manager	2006
Matthews	North Carolina	Town Manager	2002
McAlester	Oklahoma	City Manager	2006
McKinney	Texas	Assistant City Manager	2006
Melbourne	Florida	City Manager	2002

CITY	STATE	POSITION	YEAR
Middletown	Ohio	City Manager	1984
Middletown	Pennsylvania	Borough Manager	2001
Midland	Texas	City Manager	2008
Mill Valley	California	City Manager	1999
Milliken	Colorado	Town Administrator	2014
Minnetonka	Minnesota	City Manager	2000
Minster	Ohio	Village Administrator	1986
Monroe	Michigan	City Manager	1992
Monmouth	Illinois	City Administrator	2007
Montgomery	Illinois	Village Manager	2000
Mooresville	North Carolina	Town Manager	2008
Morgan Hill	California	City Manager	1996
Mound	Minnesota	City Manager	2000
Mount Holly	North Carolina	City Manager	2007
Muscatine	Iowa	City Administrator	2009
N			
Naples	Florida	City Manager	2007
Naples	Florida	City Manager	2003
Negaunee	Michigan	City Manager	2004
Newburgh	New York	City Manager	2010
Newport News	Virginia	City Manager	2005
New Carrollton	Maryland	City Administrative Officer	2016
New Shoreham	Rhode Island	Town Manager	2016
Norfolk	Virginia	City Manager	1999
North Miami	Florida	City Manager	2002
Northglenn	Colorado	City Manager	2001
Northville Township	Michigan	City Manager	1999
North Myrtle Beach	South Carolina	City Manager	2010
North Myrtle Beach	South Carolina	City Manager	2003
North Myrtle Beach	South Carolina	City Manager	1997
North Myrtle Beach	South Carolina	Assistant City Manager	2008
North Port	Florida	Assistant City Manager	2003
North Port	Florida	Assistant City Manager	2002
Novato	California	Assistant City Manager	2002
O			
Oak Ridge	Tennessee	City Manager	2010
Oak Ridge	Tennessee	City Manager	2003
Oakland Park	Florida	Assistant City Manager	2004
Oakland Park	Florida	Assistant City Manager	2002
Oklahoma City	Oklahoma	City Manager	1986
Oneonta	New York	City Manager	2012
Orlando	Florida	Chief Administrative Officer	2005
Overland Park	Kansas	City Manager	2010

CITY	STATE	POSITION	YEAR
Oxford	North Carolina	City Manager	2017
Oxford	Ohio	City Manager	2007
Oxnard	California	City Manager	1997
P			
Pagosa Springs	Colorado	Town Manager	2008
Parker	Colorado	Town Administrator	2005
Peoria	Illinois	City Manager	2008
Payson,	Arizona	Town Manager	2002
Petaluma	California	City Manager	1996
Petoskey	Michigan	City Manager	2014
Phoenix	Arizona	City Manager	1989
Piqua	Ohio	City Manager	2005
Pittsburg	Kansas	City Manager	2012
Plainview	Texas	City Manager	2003
Plant City	Florida	City Manager	2014
Pocomoke City	Maryland	City Manager	2015
Pompano Beach	Florida	City Manager	2009
Ponce Inlet	Florida	Town Manager	2001
Port Arthur	Texas	City Manager	2011
Port Huron	Michigan	City Manager	1997
Port Orange	Florida	City Manager	2015
Portsmouth	Virginia	City Manager	2015
Portsmouth	Virginia	Deputy City Manager	2015
Portsmouth	Virginia	City Manager	2000
Portsmouth	Virginia	City Manager	2009
Poughkeepsie	New York	City Administrator	2016
Powder Springs	Georgia	City Manager	2006
Prairie Village	Kansas	City Administrator	2007
Punta Gorda	Florida	City Manager	2004
Punta Gorda	Florida	City Manager	1998
Punta Gorda	Florida	City Manager	1995
Q			
Questa	New Mexico	City Manager	2011
R			
Raleigh	North Carolina	City Manager	2000
Raton	New Mexico	City Manager	2011
Reading	Pennsylvania	Managing Director	2003
Reno	Nevada	City Manager	1995
Richland	Washington	City Manager	2007
Richland	Washington	City Manager	2000
Richland	Washington	City Manager	1998
Richmond	Michigan	City Manager	1998

CITY	STATE	POSITION	YEAR
Richmond	Virginia	Chief Administrative Officer	2009
Rio Rancho	New Mexico	City Administrator	2003
Roanoke	Virginia	City Manager	1999
Rock Hill	South Carolina	City Manager	2001
Rock Hill	South Carolina	City Manager	1993
Rocky Hill	Connecticut	Town Manager	2014
Rockport	Texas	City Manager	2011
Rockville	Maryland	City Manager	1998
Rosenberg	Texas	City Manager	2015
S			
Safety Harbor	Florida	City Manager	2006
Saint Clair Shores	Michigan	City Manager	2013
Sandy Springs	Georgia	City Manager	2005
San Diego	California	Deputy City Manager	1988
San Diego	California	City Manager	2000
San Rafael	California	City Manager	1996
Santa Rosa	California	City Manager	2000
Sarasota	Florida	City Manager	2007
Sarasota	Florida	City Manager	1986
Saratoga	California	City Manager	2000
Saratoga	California	City Manager	1997
Savannah	Georgia	City Manager	1994
Scottsdale	Arizona	City Manager	2016
Sheridan	Colorado	City Manager	2011
Snellville	Georgia	City Manager	2008
Solana Beach	California	City Manager	2002
South Brunswick Township	New Jersey	Town Administrator	1987
South Haven	Michigan	City Manager	1999
Southlake	Texas	Assistant City Manager	2005
South Miami	Florida	City Manager	2010
South Miami	Florida	City Manager	2003
Southfield	Michigan	City Administrator	1999
Sparks	Nevada	City Manager	1989
Spartanburg	South Carolina	City Manager	2001
Spartanburg	South Carolina	City Manager	1995
Spartanburg	South Carolina	City Manager	1984
St. Cloud	Florida	City Manager	2015
St. Pete Beach	Florida	City Manager	2001
St. Petersburg	Florida	City Manager Public Works	1988
Suffolk	Virginia	City Manager	2002
Sun'n Lake Sebring Improvement District	Florida	General Manager	2006

CITY	STATE	POSITION	YEAR
Sun'n Lake Sebring Improvement District	Florida	General Manager	2004
Sun'n Lake Sebring Improvement District	Florida	General Manager	2002
Sunrise	Florida	City Manager	1989
Sun Valley	Idaho	City Administrator	2012
Superior	Colorado	Town Manager	2006
Swartz Creek	Michigan	City Manager	2000
T			
Taos	New Mexico	City Manager	2012
Takoma Park	Maryland	City Manager	2015
Takoma Park	Maryland	City Manager	2013
Takoma Park	Maryland	City Manager	2004
Talladega	Alabama	City Manager	2008
Talladega	Alabama	City Manager	2003
Tallahassee	Florida	City Manager	1994
Temple	Texas	City Manager	2004
Temple Terrace	Florida	City Manager	2016
The Sea Ranch	California	Community Manager	2002
Tiburon	California	City Manager	2000
Tifton	Georgia	City Manager	2007
Tifton	Georgia	City Manager	1996
Timnath	Colorado	Town Manager	2011
Tipp City	Ohio	City Manager	2008
Topeka	Kansas	Chief Administrative Officer	2002
Tracy	California	Deputy City Manager	1999
Traverse City	Michigan	City Manager	1987
Treasure Island	Florida	City Manager	2004
Treasure Island	Florida	City Manager	1996
Trophy Club	Texas	Town Manager	2010
Troy	Michigan	City Manager	2012
Tucson	Arizona	City Manager	2004
U			
Union City	California	City Manager	1995
Union City	Georgia	City Administrator	2007
University City	Missouri	City Manager	2005
V			
Vero Beach	Florida	City Manager	2004
Virginia Beach	Virginia	City Manager	1991
Virginia Beach	Virginia	Deputy City Manager	1987

CITY	STATE	POSITION	YEAR
Wentzville	Missouri	City Administrator	2013
Wentzville	Missouri	City Administrator	2012
Westminster	Colorado	City Manager	2000
Westminster	Maryland	City Administrator	2016
Westminster	Maryland	City Administrator	2006
West Palm Beach	Florida	City Manager	1988
Westerville	Ohio	City Manager	2007
White House	Tennessee	City Administrator	2012
White House	Tennessee	City Administrator	2005
Wichita	Kansas	City Manager	2008
Wichita Falls	Texas	City Manager	2005
Wilmington	North Carolina	City Manager	2002
Wilmington	North Carolina	Deputy City Manager	2003
Wilson	North Carolina	City Manager	2004
Winchester	Virginia	City Manager	2011
Winter Haven	Florida	City Manager	2001
Winter Haven	Florida	City Manager	1986
Woodstock	Georgia	City Manager	2008
Worcester	Massachusetts	City Manager	1993
Worthington	Minnesota	City Manager	1988
Worthington	Ohio	City Manager	2007
Wylie	Texas	City Manager	2004
Y			
Yankton	South Dakota	City Manager	2012
York	Pennsylvania	Business Administrator & Assistant Solicitor	2000

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COUNTY	STATE	POSITION	YEAR
Alachua County	Florida	County Manager	1999
Alachua County	Florida	County Manager	1984
Arapahoe County	Colorado	County Administrator	1999
Archuleta County	Colorado	County Administrator	2013
Athens/Clarke County Unified Government	Georgia	Manager	1995
Athens/Clarke County Unified Government	Georgia	Manager	2001
Beaufort County	South Carolina	County Administrator	1992
Bernalillo County	New Mexico	County Manager	2011
Brevard County	Florida	County Manager	2017
Broward County, Florida	Florida	Assistant to the County Administrator for Affordable Housing	2004
Charleston County	South Carolina	County Administrator	2008
Charleston County	South Carolina	County Administrator	1998
Charlotte County	Florida	County Administrator	2002
Charlotte County	Florida	County Administrator	1995
Chesterfield County	Virginia	County Administrator	1983
Citrus County,	Florida	County Administrator	2014
Clarke County	Georgia	County Administrator	1984
Collier County	Florida	County Administrator	2000
Cumberland County	North Carolina	County Manager	2014
DeSoto County	Florida	County Administrator	2005
Forsyth County	Georgia	County Manager	2017
Gaston County	North Carolina	County Administrator	2013
Grady County	Georgia	County Administrator	1999
Gwinnett County	Georgia	County Manager	1987
Gwinnett County	Georgia	Executive Assistant to the Board	1985
Hamilton County	Ohio	County Administrator	2005
Henry County	Georgia	County Administrator	1984
Hernando County	Florida	County Administrator	2000
Hillsborough County	Florida	County Administrator	1986
Hillsborough County	Florida	Deputy County Administrator	2004
Hillsborough County	Florida	Assistant County Admin. Human Services	2004
Hillsborough County	Florida	Assistant County Admin. Development & Infrastructure	2006
Horry County	South Carolina	County Administrator	2009
Indian River County	Florida	County Administrator	1987

COUNTY	STATE	POSITION	YEAR
Jackson County	Missouri	Chief Administrative Officer	2007
Jackson County	Missouri	Deputy Chief Administrative Officer	2007
Johnson County	Kansas	County Administrator	1998
Lee County	Virginia	County Administrator	1991
Leon County	Florida	County Administrator	1989
Leon County	Florida	Assistant County Administrator	1989
Long County	Georgia	County Administrator	2008
Los Alamos County	New Mexico	County Administrator	2003
Los Alamos County	New Mexico	County Administrator	1998
Lowndes County	Georgia	County Manager	2001
Manatee County	Florida	County Administrator	1993
Manatee County	Florida	County Administrator	1984
Martin County	Florida	Assistant County Administrator	2006
Mesa County	Colorado	County Administrator	2011
Northampton County	Virginia	County Administrator	1999
Nye County	Nevada	County Manager	1998
Oconee County	South Carolina	County Administrator	2010
Orange County	North Carolina	County Manager	2009
Orange County	North Carolina	County Manager	2006
Orange County	North Carolina	County Manager	1987
Osceola County	Florida	County Administrator	2003
Palm Beach County	Florida	County Administrator	1985
Park County	Colorado	County Administrator	2011
Pickens County	South Carolina	County Administrator	2016
Pinal County	Arizona	County Manager	2013
Polk County	Florida	County Administrator	1989
Powhatan County	Virginia	County Administrator	2017
Prince William County	Virginia	County Executive	1990
Ramsey County	Minnesota	County Manager	1999
Richland County	South Carolina	County Administrator	2016
Richland County	South Carolina	County Administrator	2006
St. Louis County	Minnesota	County Administrator	1987
Santa Rosa County	Florida	County Administrator	1988
Sarasota County	Florida	County Administrator	2011
Spartanburg County	South Carolina	County Administrator	1999
Stafford County	Virginia	County Administrator	2001
Summit County	Colorado	County Administrator	2007
Summit County	Colorado	County Administrator	2001
Sumter County	Florida	County Administrator	2011
Sumter County	Florida	County Administrator	2005

COUNTY	STATE	POSITION	YEAR
Sumter County	Florida	Interim Assistant County Administrator/Admin. Services Dir.	2006
Sumter County	Georgia	County Administrator	2011
Union County	North Carolina	County Manager	2008
Union County	North Carolina	County Manager	2001
Union County	North Carolina	Assistant County Manager	2007
Volusia County	Florida	County Manager	1995
Wise County	Virginia	County Administrator	2001

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Mercer Group Florida LLC

Consultants To Management

March 11, 2020

The Mercer Group, Inc. dba Mercer Group Florida understands the Town of Bay Harbor Island wishes to engage the services of an executive search firm to conduct a national and regional search and recruitment for a Town Manager.

The Mercer Group, Inc. has been in operation for over twenty-eight years with corporate headquarters in Atlanta and branch offices in thirteen (13) states, including **Volusia County Florida**.

The Mercer Group, Florida is an independent management consulting firm incorporated in the State of Florida since 2010, incorporating to Mercer Group Florida, LLC in August 2017, a **minority owned LLC**. The firm has conducted business under the name The Mercer Group, Inc. since February 1990 and Mercer Group Florida, in Florida since June 2010 and is registered with the Florida Department of State.

The Mercer Group Florida proposes a **total flat fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$17,750**, with a 12-week timeframe, as listed on the following page.

SERVICES	FEE
Position Analysis	2,750
Outreach Campaign	2,750
Resume Review	2,875
Candidate Screening	2,875
Background Investigation	3,750
Interview Process	2,250
Negotiation and Follow-up	500
TOTAL FEE	\$17,750

The costs for final candidates to travel to Bay Harbor Islands for interviews, as the Mayor and Town Council desires, **are not included**. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. In general, costs run about \$600 to \$750 per person.

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement	Kickoff conference with the Mayor and Town Council
Week One	Consultation with the Mayor and Town Council, Others (as desired) to: *Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three	Approve Recruitment Materials
Week Three - Search Officially Opens	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven	Send Recruitment Materials Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven	Closing Date for Receipt of Applications
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight	Confer with the Mayor and Town Council to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten	Conduct Reference and Background Checks
Week Ten	Send Interview Guide to the Mayor and Town Council of Selected Finalists
Week Eleven/Twelve	Community Meet & Greet (as desired) Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection
Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

The Mercer Group, Inc. is pleased to assist the Town to recruit exceptionally well-qualified candidates for the position of Town Manager. If selected, we will have no difficulty beginning immediately to ensure a smooth process. The scope of work and search and recruitment services shall include, but not be limited to, the following:

- Development of Candidate Profile and Recruitment.
- Production of Recruitment materials regarding the community, amenities and leaders
- Strategic Outreach to best-fit candidates and Advertising Campaign.
- Candidate Screening and short list.
- Coordinate site visit and interviews as needed.
- Candidate selection, background and offer.
- Appointment of candidate and follow-up.

The objectives we will meet in order to find the best qualified candidates for the Town Manager position are as follows:

- To conduct needs assessment for the new Town Manager
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the Town's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To mail an information packet supplied by the Town to all qualified applicants.
- To recommend a pool of finalist candidates.
- To coordinate finalist candidate interviews.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the Town in reaching a final decision.
- To keep the designated parties closely involved in key decisions and informed of our progress.

Town of Bay Harbor Island
Page Four
March 11, 2020

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the Town in selecting highly qualified individuals who meet the profile and needs of the Town and who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist with this project. Most recently we have successfully completed and/or currently engaged in searches for the Cities of Largo, Deltona, Fort Lauderdale, Port Orange, St. Petersburg, Temple Terrace, St. Pete Beach, Gainesville, Dunedin, Deerfield Beach, Hallandale Beach, Hollywood, Key Biscayne, Mary Esther, Plant City, Palatka, Palmetto Bay, Pompano Beach, St. Cloud as well as Hernando County, Hillsborough County, Citrus County, Polk County, Pinellas Suncoast Transit Authority and TBARTA. These are just the **Florida** recruitments; there are many more in the Southeast and nation-wide.

The Mercer Group, Florida, has the resources available to conduct this search and avoid untimely delays in the process. If selected, I will personally lead this recruitment from our Daytona Beach Shores office; with 18+ years of recruiting experience, I am uniquely qualified to lead this search for the Town of Bay Harbor Island.

Thank you for the opportunity to assist the Town of Bay Harbor Islands with this important assignment. Please contact me directly at 954-559-8865 if you have any questions.

Sincerely yours,

Dona Higginbotham

Dona Higginbotham.
Senior Vice President
Mercer Group

December 18, 2019

To Whom It May Concern:

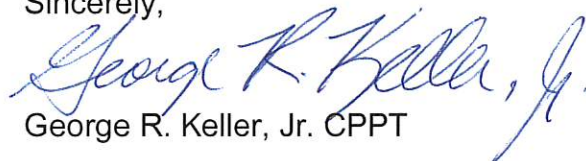
Please accept this correspondence as my sincere and firm letter of reference for Dona Higginbotham of Mercer Group Florida. On behalf of the City of Hollywood, FL, I have had the pleasure and success of working directly with Ms. Higginbotham and Mercer Group Florida on multiple occasions in recent years in the search for key senior management personnel. The two most recent experiences involved finding and securing individuals to serve as major department directors for our municipality. In both cases, the City had followed traditional "in house" public advertising and search processes on a national scale repeatedly over an extended period of time. Unfortunately, both efforts proved unsuccessful in identifying a match despite prolonged and persistent actions via all of our internal resources.

We then turned to Mercer Group Florida and Ms. Higginbotham. In both cases, new candidates were identified and the single right fit was secured for each key position, in a fraction of the time already spent by the City. Ms. Higginbotham's professional services cost structure was also very competitive compared with other major search firms, and in fact was lower than most. In retrospect, the City should have used the services of Ms. Higginbotham from the initial outset saving a good deal of time and expense.

Ms. Higginbotham has proven through our collective experiences to be very insightful, persistent, and sensitive to the needs of our organization. She has always conducted herself and represented our City as an ethical professional whom we could trust and depend upon to follow our needs and directions, especially in the most sensitive and difficult of search efforts. She has always conducted her thorough due diligence in finding, evaluating and proposing candidates; and only those that were credible and of substance. Her respected reputation and that of Mercer Group Florida is well earned and deserved. The City will look to use her services again in the future.

You are welcome to contact me directly at 954-232-4186 should you desire any additional information.

Sincerely,


George R. Keller, Jr. CPPT

Deputy City Manager

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045

hollywoodfl.org

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER



Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

WILLIAM P. "BILL" SHANAHAN, JR.
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

LOGAN B. BECKER
FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

KEITH "J.R." GRIMES
CHIEF, FIRE DEPARTMENT

DONALD E. HOLMES
CITY ATTORNEY

To whom it may concern:

I am writing this letter to recommend the Executive Recruitment services of the Mercer Group Florida, LLC and Ms. Dona Higginbotham.

The City of Palatka and I have worked with the Mercer Group Florida and Ms. Higginbotham for the past several years and have found them to offer high quality services and have always been satisfied by their professionalism, responsiveness, and quality work.

My most recent interaction with the Mercer Group Florida was as an applicant for my current position as City Manager for the City of Palatka, Florida. This was a very challenging process and Ms. Higginbotham's ability to guide the City's Elected Officials in reference to the media and understanding the process was second to none. In addition, when the media started contacting the applicants she took immediate action to ensure they stayed focused on the process and nothing else.

Ms. Higginbotham is very professional and personable, maintaining contact every step of the process, and adhering to the schedule set forth. I, as did the other applicants, felt like we had a friend in our corner.

Without hesitation I am most happy to recommend the services of Mrs. Dona Higginbotham and Mercer Group Florida. I look forward to working with Ms. Higginbotham in the future.

Should you have any questions, please feel free to contact me.

Sincerely;

William P. Shanahan Jr., MPA, CM
Palatka City Manager



The Office of Human Resources

City of Palatka
201 N 2nd Street
Palatka, FL 32177
Phone: 386-328-0100 ext 218
Fax: 386-326-2741
drobinson@palatka-fl.gov
www.cityofpalatka.com

December 16, 2019

I am writing to recommend the services of Dona Higginbotham with the Mercer Group.

Ms. Higginbotham worked with our organization for six months to help facilitate recruitment and hiring of our City Manager. Ms. Higginbotham brought with her many years of experience, along with her expertise in job search, recruiting and interviewing qualified candidates. Her attention to detail aided in keeping our Commission on track during the recruitment process.

Ms. Higginbotham proved to be thorough, flexible and easy to work with. She ensured that time was made to discuss any concern and responded to your question in a timely manner. I am confident that Ms. Higginbotham will provide the same level of professionalism to your organization as she did for the City of Palatka.

If you have any further questions regarding, please feel free to contact me.

Respectfully,

Debra Robinson

Human Resources
City of Palatka



Mercer Group Florida LLC

Consultants To Management

3245 S. Atlantic Ave Ste. 607
Daytona Beach Shores, FL 32118
Cell (954)-559-8865

E-mail: dhiggin@att.net

An Executive Summary of what The Mercer Group offers Bay Harbor Islands, Florida

Qualifications and Staffing

The Mercer Group, Inc. has been in operation for twenty-eight years with offices in thirteen (13) States, including **Volusia County, Florida**.

Dona Higginbotham will be the project manager to assist the Town of Bay Harbor Islands for Town Attorney Search and Recruitment Services and will serve the Town of Bay Harbor Islands from our Daytona Beach Shores location. More information about previous searches is available at: <http://mercergroupincflorida.com/about-us>

Understanding the Project & Our Approach

Services provided include, but are not limited to position analysis and preparation of a position profile, recruitment for the position, inviting potential candidates to apply, reviewing and screening applications, conducting interviews, reference checks and background checks of selected candidates, recommending a list of final candidates, coordinating "meet and greet" functions and final interviews, contract negotiating as required, and following up.

Our 7-Step Search Process

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - Define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - Recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - Identify qualified candidates.
4. **Candidate Screening** - Thoroughly screen prospective candidates.
5. **Background Investigation** - Thoroughly evaluate prospective candidates.
6. **Interview Process** - Make recommendations and assist in selection.
7. **Negotiation and Follow-up** - Facilitate employment and follow-up to ensure complete integrity of the process.

The **Candidate Screening** is handled personally and thoroughly by Ms. Higginbotham with support from Mr. Jim Mercer, President of the Mercer Group. The details of our 7-Step Search Process are well defined in our formal proposal, as listed previously, for executive search and recruitment services.

Schedule

While the schedule and timeline will be determined by the Town of Palm Beach following our consultations, the schedule we recommend provides for the successful candidate to be selected within 12 weeks or **LESS** from start to finish.

Reasonable Fees

As a single search for Town Attorney only, The Mercer Group. proposes a **total flat fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$17,750** for the Town of Bay Harbor Islands.

There will be NO additional fees/costs or expenses paid to The Mercer Group.

For both the Town Manager and Town Attorney search and recruitment, we will offer a discounted fee of \$30,000.00 total.

Guarantees

We make ten (10) guarantees of our search and recruitment work for Town of Bay Harbor Islands. The ten (10) guarantees are listed and explained in our formal proposal; however,

While they are all important, we would like to highlight five as follows:

1. We will **keep working** until the placement is made; we are results oriented and **we have a record of success.**
2. We will never recruit a candidate whom we have placed with Bay Harbor Islands as long as he/she is employed by the Town of Bay Harbor Islands without the full agreement of the Town.
3. We will not recruit other candidates from Town of Bay Harbor Islands for two years after completion of this proposed search assignment.
4. We **will not present a candidate simultaneously** to Town of Bay Harbor Islands and any other client. This permits us to represent Bay Harbor Islands without any conflicts of interest.
5. If the candidate we place with the Town of Bay Harbor Islands leaves the Town within the first year of employment, **FOR ANY REASON**, we will redo the search for “out of pocket” expenses only; there will be **NO FEE** for our services.

We look forward to being of service to the Town of Bay Harbor Islands.

THE MERCER GROUP FLORIDA

Dona Higginbotham

Senior Vice President

3245 S. Atlantic Ave., Suite 607

Daytona Beach Shores, Florida 32118

www.mercergroupinc.com

March 25, 2020



Lagom HR

PERFORM PRECISELY

TOWN OF BAY HARBOR ISLANDS
PROPOSAL FOR TOWN MANAGER & TOWN ATTORNEY
TALENT SEARCH
HUMAN RESOURCES CONSULTING SERVICES

Presented By: Yolanda Menegazzo, MPA, SCP-SHRM

LagomHR, Inc.

3934 SW 8th Street, Suite 202

Coral Gables, Florida 33134

Telephone: (786) 518-3250

E-mail: info@lagomhr.net

www.lagomhr.net

LagomHR is pleased to present this Proposal for Town Manager & Town Attorney Talent Search to the Town of Bay Harbor Islands located at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida, specifically addressed to Mrs. Jenice Rosado, Human Resources Director.

This Proposal for Town Manager & Town Attorney Talent Search includes the following sections:

- A. About LagomHR, Inc.
- B. Talent Search Process
- C. Pricing
- D. Professional Services Agreement

SECTION A: ABOUT LAGOMHR, INC.

Lagom is a philosophy that means “not too little, not too much, just right.” LagomHR, Inc. tailors its services based on the individual organization, whether it be unique in size, industry, operations, or culture. We can serve as a full outsourcing human resources solution, or for specific human capital projects. We specialize in local government and have multiple clients throughout Miami-Dade and Broward counties.

LagomHR, Inc. was founded in 2018 and its office is located at 3934 SW 8th Street, Suite 202, Coral Gables, Florida 33134.

Yolanda Menegazzo is the CEO & Owner of LagomHR, Inc. and has 10 years of experience as a senior HR professional. She earned her Bachelor’s Degree in Business Administration with a concentration in Human Resources from Florida International University. She earned her Master’s Degree in Public Administration from Barry University. She has served as a senior level HR Professional in both public and private sector. She most recently earned her SHRM Senior Certified Professional in Human Resources (SCP). Yolanda is a member of the Society for Human Resources Management and the Greater Miami Society for Human Resources Management. She previously served as the Human Resources Director for Miccosukee Resort & Gaming and the Human Resources Manager for City of North Miami Beach. She has a passion for People Operations and takes great pride in serving as a transformational change agent in organizations.

LagomHR List of Services:

Organizational & Department Assessments

- Organizational Charts & Job Descriptions
- Compensation Surveys
- Benefits Analysis
- Department Operations Analysis
- Strategic Planning
- Forms & Program Revamp

Employee Relations

- Interdepartmental Communications Strategies
- Conflict Resolution Consultations

- Employee Grievances Consultations
- Employee Engagement Surveys & Program Implementation
- Workplace Investigations

Automation

- Automation Sourcing & Implementation
- Physical Documents Scanning, Archiving, & Uploading

Compliance & Risk Management

- Employee Policies & Procedures Manual
- Standard Operating Procedures Manual
- Employment Laws Compliance
- Personnel Files Audit
- General Liability & Workers Compensation Claims Analysis
- Safety Manual
- Safety Initiatives

Emergency Management Planning

- Emergency Management Assessment & Plan Implementation
- Crisis Management Consulting

Trainings

- Safety & Risk
- Workplace Harassment & Discrimination, Diversity & Inclusion
- Crisis Leadership
- Conflict Resolution
- Customer Service
- Management & Supervisory Leadership Skills
- Ethics
- Interviewing Best Practices for Hiring Managers

Talent Acquisition

- Job Announcements
- Interview Standardization
- Recruitment Workflow
- Recruitment & Selection
- Internship Programs

Employer of Choice Branding

- Business Writing & Communications
- Company Newsletters
- Employee Recognition & Team Building Programs

- New Hire Orientation & Mentoring Programs
- Professional Social Media Management
- Wellness Program
- Corporate Social Responsibility Program

As mentioned above, LagomHR is primarily focused on local government, assisting municipal entities to fulfill their HR wish list. We get the projects done in weeks or months that you've been talking about getting done for years. Thanks to our extensive HR government background we understand your needs, tailor the work to your municipality, and strive to save taxpayer dollars with affordable and competitive pricing.

Traditionally, the role of human resources in municipal government has been limited to administrative and transactional activities focused on compliance and manual paperwork. With the backing of LagomHR, government HR departments can adapt from a reactive approach to a proactive approach. Automation and technological advances are our specialty. Allow LagomHR to evaluate your existing payroll HCM system and make the necessary upgrades that will facilitate your HR department to be more productive and proactive. We can also handle the time-consuming, but highly necessary tasks of completing compensation surveys, revamping employee policies and procedures manuals, and much more.

LagomHR is here to service your HR needs, so you can get back to focusing on your community's needs.

List of Government Clients:

- Town of Bay Harbor Islands (*completed newly implemented Employee Policies & Procedures Manual*)
- Town of Pembroke Park (*LagomHR serves as a fully outsourced HR Department for Town of Pembroke Park. We are currently engaged in a talent search for Town Manager & Town Attorney for the Town of Pembroke Park.*)
- City of Miami Beach
- City of Coral Gables Retirement System
- City of Doral
- Town of Golden Beach
- Village of Pinecrest
- City of Hialeah Gardens
- City of South Miami
- City of Pembroke Pines

LagomHR, Inc. is fully insured with the policies listed below. Due to the fact that LagomHR has previously provided services to the Town of Bay Harbor Islands within the last year, the Town is listed as an additional insured and certificate holder of the policies listed below:

- Commercial General Liability \$1,000,000 per occurrence / \$2,000,000 general aggregate
- Professional Liability Errors & Omissions \$2,000,000 general aggregate
- Workers Compensation & Employers' Liability \$1,000,000 each accident / policy limit
- Umbrella Liability \$1,000,000 per occurrence / aggregate

SECTION B: TOWN MANAGER & TOWN ATTORNEY TALENT SEARCH PROCESS

LagomHR, Inc. takes an extremely detailed approach to the talent search process.

Talent Search Process

1. Define the Recruitment Need

Understand the level of the role and skills required from the person to undertake the position. Gain insight from Town Council, Town Employees, and Residents.

2. Develop the Recruitment Plan

The Recruitment Plan will serve as a guide and set milestones for the process. Pending approval by Town Council.

3. Develop the Job Description

Ensure that the job description accurately reflects not only the job duties for the position, but illustrates the ideal candidate's knowledge, skills, and abilities required to fulfill this critical role.

4. Advertise the Position

Advertise the position on various platforms that deliver the highest quality candidates. Include advertisement of total rewards package.

5. Initial Screening & Background Checks

Create candidate shortlist of strong candidates that are suitable for the role that has been advertised. Conduct background & professional reference checks with candidates' authorization.

6. Panel Interviews

Assemble a team of well respected local government professionals for panel interviews to rank the candidates and provide recommendations to the Town Council.

7. Residents Meet & Greet

Conduct an open meet & greet where residents can engage the top candidates and ask important questions about the community they reside and/or work in.

8. Final Interviews & Selection

After input from the HR Consulting Firm, the Interview Panel, and the Residents, the Town Council conducts the final interviews and makes a selection for Town Manager & Town Attorney.

As listed in Step 3 of the Talent Search Process prepared for Town of Bay Harbor Islands, the Job Description will include the following:

- a. Position Summary
- b. Position Duties and Responsibilities (fiscal, supervisory, compliance, expense, process, and more)
- c. Knowledge, Skills, Abilities, and Educational Requirements
- d. Mental and Physical Efforts Requirements (ADA compliant)
- e. Working Conditions

The Job Announcement will have all of the components listed above, but in addition will include the Total Rewards Package for benefits and compensation. **All costs associated with the Job Announcements for these positions are included in the pricing. All costs associated with the Background Search for the candidates are included in the pricing.**

Background search will consist of the following criteria:

- Professional experience
- Educational verification
- Criminal background
- Credit check
- Driving history check
- Personnel file review from other municipalities

Included in this proposal is a Competitive Market Analysis for the Town Manager & Town Attorney positions. The Competitive Market Analysis for Employee Compensation shall be based on the individual job descriptions and collecting salary data from targeted municipalities similar in demographics and region to ensure an accurate salary range is reflected in the Job Announcement.

SECTION C: PRICING

Project	Quantity	Rate	Total
Town Manager Talent Search	1	\$18,000.00	\$18,000.00
Town Attorney Talent Search	1	\$18,000.00	\$18,000.00
Total			\$36,000.00

Terms and Conditions:

50% Deposit and 50% Final Payment Upon Start Date of Newly Hired Candidates

Guaranteed Placement for 6 months. The position will be filled at no additional cost should the candidate be voluntary or involuntarily terminated before 6 months.

Pricing **includes** background check fees, job announcement fees, and competitive market analysis. No additional fees.

SECTION D: PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the Agreement) is made effective, by and between **Town of Bay Harbor Islands** (hereinafter referred to as the “**CLIENT**”) located at **9665 Bay Harbor Terrace, Bay Harbor Islands, Florida** and **LagomHR, Inc.** (hereinafter referred to as the “**CONSULTANT**”) located at **3934 SW 8th Street, Suite 202, Coral Gables, Florida 33134**.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 “**CONSULTANT**” will provide “**CLIENT**” with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

1.2 Statements of Work will be written documents setting forth at a minimum:

- a. A complete, sufficiently-detailed description of the types of Services to be rendered;
- b. The applicable billing rates for the Services to be rendered (Service Fees); and
- c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be executed and agreed to by both parties.

Obligations

2.1 “**CONSULTANT**” will provide other support services to “**CLIENT**” as both parties subsequently agree.

Services, Fees, and Expenses

3.1 “**CLIENT**” shall be responsible for submitting payment for all Service Fees as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those Services are provided.

3.2 “CONSULTANT” will invoice “CLIENT” for the Service Fees in the following schedule: 50% deposit and 50% upon start date of hired candidate. “CLIENT” agrees to remit full payment within Net 30 days of receipt of invoice.

Term and Termination

4.1 This Agreement shall commence as of the date executed by both parties below and shall remain in force through the completion of the projects listed in the appendix. The Agreement may be extended through written consent by both parties. If extended and agreed by both parties, the agreement shall automatically renew on an annual basis. Either party has the right to terminate this Agreement for any reason upon 30 days written notice.

Proprietary Rights: Confidential Information

5.1 “CLIENT” agrees that the work products from the Services provided to the “CLIENT” hereunder, are owned by “CONSULTANT” and require written authorization by “CONSULTANT” prior to utilizing in any manner.

5.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those of each party as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party’s rights under this Agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this

Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

6.1 **"CONSULTANT"** warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. **"CLIENT"** agrees that **"CONSULTANT"** sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at sole discretion, to correct the nonconformity or to refund the Service Fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of **"CLIENT"** and **"CONSULTANT"** is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by email, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and deliver prepaid, to **"CONSULTANT"** or to **"CLIENT"** as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Florida; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise

remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in the state of Florida. Both “**CLIENT**” and “**CONSULTANT**” agree and consent to the venue in, and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to the “**CLIENT**”. “**CONSULTANT**” hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than “**CONSULTANT**” To the extent that the terms and conditions of this Agreement orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the signed date below by both parties.

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, Florida

LagomHR, Inc.

Yolanda Menegazzo, Founder & President

3934 SW 8th Street, Suite 202

Coral Gables, Florida

Amendment: This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause with 30 days

written notice. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone other than the duly authorized representatives entered herein. Upon termination of this Agreement, Consultant must return all equipment or other requested materials provided by the “**CLIENT**” during the term of this Agreement.

THIS Agreement is made effective on the date it is executed by both parties.

Agreed and Accepted:

Town of Bay Harbor Islands Designee:

Name	Title	Date
------	-------	------

LagomHR, Inc:

Name	Title	Date
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**Professional Services Agreement
Addendum A**

Statement of Work

Project	Quantity	Rate	Total
Town Manager Talent Search	1	\$18,000.00	\$18,000.00
Town Attorney Talent Search	1	\$18,000.00	\$18,000.00
Total			\$36,000.00

Terms and Conditions:

50% Deposit and 50% Final Payment Upon Start Date of Newly Hired Candidates

Guaranteed Placement for 6 months. The position will be filled at no additional cost should the candidate be voluntary or involuntarily terminated before 6 months.

Pricing **includes** background check fees, job announcement fees, and competitive market analysis. No additional fees.

This statement of work is effective the date both parties sign the agreement.

LagomHR thanks you for the opportunity to have provided the Town of Bay Harbor Islands with a proposal for professional services. It would be our pleasure and privilege to work for Town of Bay Harbor Islands again. We look forward to hearing your feedback and hope to be able to serve your organization soon. – Yolanda Menegazzo, SHRM-SCP, MPA

Colin Baenziger & Associates is a nationwide, municipal recruiting firm headquartered in Daytona Beach, Florida. Below we have briefly outlined our proposal to assist Bay Harbor Islands in hiring its next Town Manager and next Town Attorney. Since the recruitment process is the same for both positions (the only significant difference is who we approach), we have discussed only the Town Manager position below.

A. Summary Work Plan

Phase I: Needs Assessment / Information Gathering

- Via video conferencing, interview the Mayor and Council Members as well as key staff to: (1) learn what makes Bay Harbor Islands a great place to live, work, play, and be the Town Manager; (2) understand the issues the next Town Manager will be expected to address; (3) develop a description of the ideal candidate; and (4) learn what compensation the Town is willing to offer.
- Develop materials we will utilize to recruit candidates.

Phase II: Candidate Recruitment: Actively search for, identify, and recruit outstanding candidates who are well suited for the position using direct outreach, advertising, and our data base of strong candidates.

Phase III: Applicant Review and Selection of Finalists: We will:

- Screen the applicants and select the eight to twelve most qualified as semi-finalists.
- Conduct thorough reference and background investigations on the selected semi-finalists.
- Recommend six to ten candidates to the Town to consider interviewing.
- Work with the Town Council to select finalists.

Phase IV: Interviews and Selection: We will coordinate the interview process as well as the selection process.

Phase V: Contract Negotiation: If requested, we will assist in negotiating an employment agreement with the selected candidate.

B. Fee: **Town Manager:** Firm, fixed price of \$26,500. **Town Attorney:** \$24,500. Our fees include all our expenses. The only other costs the Town will pay are those associated with interviewing the finalists (travel, meals, hotel etc.).

C. Warranty: One year

D. Project Team: The project manager will be Colin Baenziger. He will be assisted by Rick Conner as Deputy Project Manager, Lynelle Klein as Associate Project Manager, and research associates as needed.

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING



PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES FOR TOWN MANAGER FOR BAY HARBOR ISLANDS, FL

Volume II: Appendices

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL To Be The Town's EXECUTIVE RECRUITING FIRM

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Appendix A

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Current Searches

City Manager, Brighton, CO (population 41,254)
City Manager, Cape Coral, FL (population 194,570)
City Manager, Doraville, GA (population 10,526)
City Manager, Montverde, FL (population 1,675)
City Manager, Winchester, VA (population 28,108)

City Attorney, Lawton, OK (population 94,653)
Finance Director, Gainesville, FL (population 133,857)
Public Works Administrator, Renton, WA (population 100,953)

General Manager, Des Moines (IA) Water Works (serves a population of over 500,000)
Customer Service Manager, Sewer & Water Board of New Orleans, LA

Searches Completed in 2020

City Manager, Crescent City, FL (population 1,542)

Executive Director, Emerald Coast Utilities Authority, Pensacola, FL

Governmental Search Assignments (continued)

Completed Searches Prior to 2020

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017
Town Manager, Bay Harbor Islands, FL (population 5,200) in 2003 and 2007
City Manager, Bellevue, WA (population 122,400) in 2014
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 154,300) in 2012
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013 and 2017
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015
City Manager, Fairborn, OH (population 33,200) in 2017
City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006 and 2015
City Manager, Fife, WA (population 8,700) in 2010 in 2017

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fruitland Park, FL (population 4,100) in 2013
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999 and 2005
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
Town Manager, Lantana, FL (population 9,600) in 2000
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
City Manager, Lake Worth, FL (population 37,000) in 2003 and 2007
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500 in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014
City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016
City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 26,000) in 2014
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Administrator / Manager - Completed Searches

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population 83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008
County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900)
in 2016

Governmental Search Assignments (continued)

Completed Searches – Other Municipal CEO (continued)

General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
General Manager, Island Water Association, Sanibel, FL in 2018
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018

Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 (The Executive Director also managed five community associations.)
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016
Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018

Governmental Search Assignments (continued)

Completed Searches – City or County Attorneys (continued)

City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007
Growth Management Manager, Wellington, FL (population 55,000) in 2009

Completed Searches – Economic Development / Redevelopment

Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Concord, NH (population 42,444) in 2017
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Governmental Search Assignments (continued)

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management and Budget, Lake Worth, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998
Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Governmental Search Assignments (continued)

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013
Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Governmental Search Assignments (continued)

Completed Searches – Police

Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)
Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016

Governmental Search Assignments (continued)

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000)
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017

Appendix B

*Sample Brochure:
City Manager Search
Aventura, FL*



Welcome to the city of Aventura, Florida



CITY MANAGER POSITION AVAILABLE
Apply by August 31, 2018

Fifty years ago, Aventura was a swampy marsh a mile from the Atlantic Ocean and a twinkle in a developer's eye. Today it is one of Florida's crown jewels. It is a vibrant and diverse community oasis that is located between Fort Lauderdale (10 miles to the north) and Miami (10 miles to the south). It is, in short, a great place to live, work and play. While the City has its own unique identity, it is part of a metroplex with boundless energy and limitless opportunities for recreation, tourism and career. Or you can simply chill out and enjoy sunny South Florida.

The City is home to the Aventura Mall, the third largest shopping center in the United States with 3,000,000 square feet of leased space and hosting over 300 retailers and restaurants. The Municipality owns and operates its own Arts and Cultural Center which offers one or two events

involving live entertainers per week almost year round. Travel a little east and you find the Intracoastal Waterway and a bit further, the Atlantic Ocean. The Everglades National Park lies 1½ hours to the west, and the Florida Keys 2 hours to the south. Opportunities for sailing, boating, diving, fishing, windsurfing, and naturalist experiences abound. A wide range of excellent dining establishments, entertainment venues, and nightlife can be found in the City or nearby.

To the north, Fort Lauderdale offers the Broward Center for the Performing Arts, Fort Lauderdale Science Museum, the International Fishing Hall of Fame, and Gulfstream Park with its horse racing. To the west is Sunrise and the home of the Florida Panthers. To the south in Miami are numerous other venues including the Adrienne Arsht Center for the Performing Arts, the second largest performing arts center in the United States (after the Lincoln Center in New York). Numerous museums call Miami home including, among others, the Frost Art Museum, Miami Art Museum, Miami Children's Museum and Vizcaya Museum and Gardens. Miami also hosts the world's largest art exhibition, dubbed the "Olympics of Art", Art Basel Miami (held annually in December and attracts thousands of visitors from around the world).

If you like professional sports, the Miami Marlins (MLB), Miami Dolphins (NFL), Miami Heat (NBA), and the teams of the University of Miami all offer first class events. If you prefer active recreation and are a golfer, the available venues are too numerous to count. The traveler will find Miami International and Fort Lauderdale International Airports are both 15 minutes away. For those who like to cruise, the Port



of Miami and Port Everglades (in Fort Lauderdale) are currently ranked as the top two cruise ports in the world in terms of passenger volumes.

Aventura is a great place to live. It has evolved beyond its roots as a retirement community and its newer residents are mostly younger and family oriented. It is a diverse community where crime is very low and while housing in the City is expensive, it is not outrageous. An average condominium sells for \$400,000 and a single family home for \$750,000. Nearby but outside the City you can find housing to suit every budget. Local schools are excellent and universities dot nearby communities. These include Florida International, Nova Southeastern, Barry, Florida Atlantic and the aforementioned University of Miami. The people in Aventura are friendly and many were born elsewhere meaning it is a very cosmopolitan community, a community that residents are proud of and passionate about protecting. It is the place they have chosen to live, work, and play.

HISTORY

Until the 1970s, Aventura was undeveloped and much of it submerged swamp and marsh land facing the Intracoastal Waterway. Donald Soffer purchased a 785-acre tract and began serious development. He envisioned a planned, suburban city and named the area after the Spanish word for adventure. And that was exactly what he was embarking on – an adventure that would, over the next 40 years, turn this swamp and the surrounding area into one of South Florida’s jewels. Today it is known for Turnberry Isle Miami resort, the Aventura Mall, thousands of luxury condominiums and a significant number of class “A” office buildings.

By the early 1990s, the area’s residents were feeling frustrated with the lack of authority they had in determining the area’s destiny and over the relatively low level of services the County provided—in spite the significant amount of tax dollars they sent to the County. A movement to incorporate the area took place

and bore fruition in 1995 with the creation of the City of Aventura. With their own local government, residents began to receive the services they desired and expected.

GEOGRAPHY

The City of Aventura is located near South Florida’s Atlantic Coast, 12 miles south of Fort Lauderdale and 12 miles north of Miami. The land is flat, with an average elevation of three feet above sea level, and covers 3.2 square miles.

DEMOGRAPHICS

Table 1: Aventura Demographics

2016 Estimated Population: 37,724			
Distribution by Race		Distribution by Age	
Caucasian	93.1%	0 to 15	15.1%
African American	3.2%	15 to 35	15.5%
Asian	0.7%	35 to 55	28.6%
Some Other Race	1.1%	55 to 75	26.8%
Two or More Races	1.9%	75 and Older	14.0%

Ethnicity		Median Age	
Hispanic-All Races	35%	Aventura	48.5
All Others	65%	U.S.	37.6

Educational Achievement (over age 25)	
High School or Higher	93.8%
Bachelor’s Degree or Higher	52%

Income	
Median Household Income	\$60,222
Mean Household Income	\$96,234
Percent Below Poverty Level	9.1%

Source: U.S. Census Bureau

The City is largely built out so further growth of population of any magnitude is not anticipated. However, older areas of the City will be focusing on redevelopment in the future.

CLIMATE

Like the rest of South Florida, Aventura has a sub-tropical climate, with humid summers and mild winters. The City has an average year round temperature of 77° F. Temperatures vary from an average high of 76° F in December to 90° F in July and August. The average low varies from 59° in January to 76° F in August. Hurricanes do strike the area from time to time but they are relatively rare. Only three notable storms have hit the county since 1990 (Andrew in 1992, and Katrina and Wilma in 2005). Further, if you are more than 50 miles from the hurricane's center, it will not significantly affect you.

COMMERCE

Aventura has a bright economic outlook. The primary drivers of the City's economy are retail (the

aforementioned Aventura Mall being one element) and medical, which includes the recent growth of medical office buildings. In total the City has over 2,700 businesses.

The City has a diverse tax base, and has one of the highest assessed value in the county. The most recent reported assessed value by the county property appraiser was \$10,366 Billion. The principal tax payers in the city are listed in Table 2.

GOVERNMENT

By Charter the City of Aventura follows the Commission-Manager form of government and the City Commission is totally supportive of it. The City Commission is the legislative branch of the government and is composed of seven members. It enacts Ordinances, adopts Resolutions authorizing actions on behalf of the City, approves variances and conditional use applications and establishes the policies by which the City is governed. The Mayor is the ceremonial leader of the City, the presiding officer at Commission Meetings and is a voting member of the Commission, with his/her vote having no more or less weight than that of any other member of the Commission.

The Mayor is elected at large to a four-year term, and may reside in any area of the City. City Commissioners each have the same authority and ability to bring, discuss and vote on matters before the Commission. The City Charter requires that two Commissioners reside in the northern area north of the William Lehman Causeway and two live south of the Causeway. Two

Table 2: Principal Property Taxpayers

Taxpayer	Use	Taxable Assessed Value in millions
Aventura Mall Ventures	Shopping Center	\$474.2
Miami Beach Health Care Group	Hospital / Health Care	\$127.6
Turnberry Isle Resort	Hotel / Golf / Marina	\$79.2
CC-Aventura, Inc.	Independant / Assisted Living	\$67.6
Summit Properties Partnership, LP	Rental Apartments	\$46.1
Florida Power & Light	Electric Utility	\$44.8
Promventrue Limited Partnership	Shopping Center	\$43.9
OTP Capital LLC	Office Building	\$41.2
NNN Aventura Harbour Center	Mixed Use	\$40.9
Bruce Strohm and D. Niethercut TRS	Rental Apartment Complex	\$40.6

Source: Miami-Dade – Office of the Property Appraiser

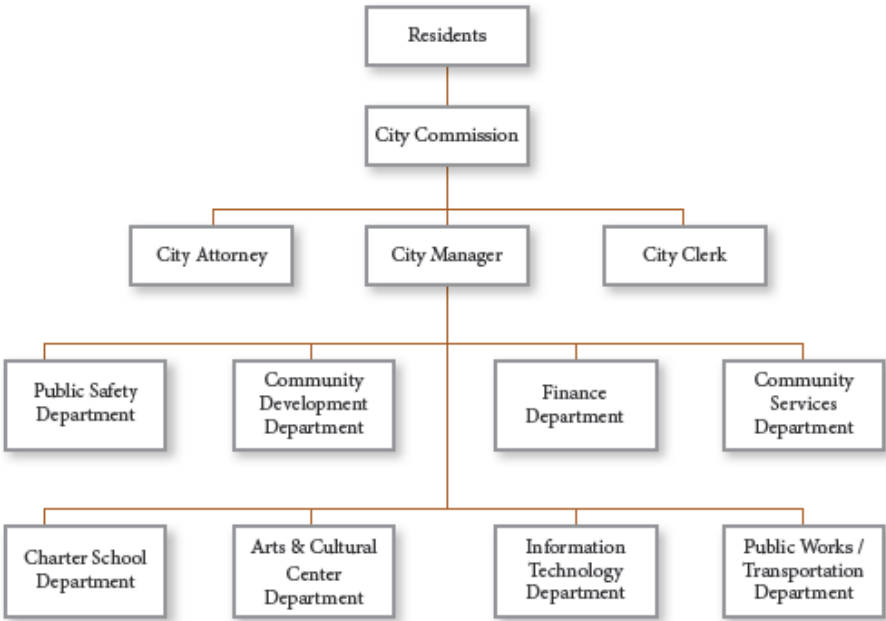
Commissioners run at-large and may reside anywhere within the City’s boundaries. Commissioners serve staggered four year terms. All the elected officials are considered to be “part-time” and not an employee of the City. They also have no authority to direct any city employee except the City Manager and must do so as a body.

The Commission hires the charter officers who are the City Attorney, City Clerk, and City Manager who then hires all other employees. The charter officers are appointed and removed by a simple majority of the City Commission. The Manager is the Chief Executive Officer, overseeing the day-to-day operations, administering the City’s service providers, preparing long range plans and implementing the policies established by the City Commission. The relationship between the Commission and charter officers is outstanding—one of mutual respect and confidence.

The City Commission is committed to providing quality municipal services at the lowest possible cost. The City’s operating departments include the Office of the City Manager, City Clerk’s Office, Legal, Community Development, Community Services, Public Work/ Transportation, Finance, Information Technology, K-8 Charter School, Arts & Cultural Center and Police. The County provides Fire Rescue, Water and Sewer and Library Services for the City.

The City’s total budget for FY 2017/18 is \$58.2 million with a general fund budget of \$51.9 million, not including charter school operations. Overall, it has 182 full-time and 16 part-time employees. The Police Department has 90 sworn officers and 39 civilian employees for a total of 129 employees. Otherwise, the City’s core services are largely provided through contractual services with a variety of vendors. The sworn police officers are represented by the PBA and all other employees are not

Table 3: Organization Chart



unionized. In the years since the incorporation of the City, taxes have not been increased and the City's finances are in excellent condition. The City has maintained its infrastructure at a high level and accomplishes this through the annual adoption of a five year capital improvement program.

THE CHALLENGES

The Commission has been fiscally conservative while ensuring the needs of the community are met. Thus, the City's finances are very healthy, the infrastructure is in very good condition, and the community's appearance is first rate. Probably the most significant challenge will be replacing a very successful, long tenured recently retired, City Manager. The City Commission knows the next Manager will be different and is fine with that, as long as the Manager be just as fiscally responsible and extremely competent.

The second challenge is to maintain and enhance service delivery. Aventura's residents have very high expectations and the next Manager will need to be certain these expectations are met. In the longer term, the challenges will be to try to stay ahead of the items that impact the residents' way of life—ever increasing traffic congestion and climate change. As noted, the City is only 3 feet above sea level.

THE IDEAL CANDIDATE

The City is seeking an outstanding professional to partner with the City Commission to continue Aventura's progress toward becoming a world class city. The ideal candidate will be an outstanding leader and a manager with an exemplary record of achievement. He/she will be upbeat, positive



and outgoing—someone with a "can do" attitude and who is visionary yet practical.

The ability to look over the horizon, anticipate issues and resolve them before they become problems is critical. Good judgment, common sense and responsiveness are essential. When an elected official calls, no matter what time day or night, the call will be answered and the matter of concern addressed immediately.

The ideal candidate will have the best interests of the community at heart and be strong willed. The individual will tell elected officials diplomatically what they need to hear, not what they want to hear. He/she will do so without giving offense or causing embarrassment. At the same time the individual will be flexible and, when the Commission does not follow his/her advice, he/she will carry out their wishes with enthusiasm.

The best candidate will be a leader—not a bureaucrat. Customer service will be a core principle along with integrity. Aventura is a high end community where residents expect white glove service. The manager will work with everyone to find solutions to problems rather than finding reasons to say no.

The ideal candidate will have excellent communication skills and use them. He/she will be open and approachable—someone who can make everyone feel their views are being heard and who will help bring parties to consensus. The Manager will make a good appearance and be comfortable representing the City (while not being someone who seeks the limelight). The individual will value honesty, openness and transparency.

The City Manager will not be a micromanager but will delegate and encourage an environment where subordinates and others flourish. It is important that the department directors are utilized for their expertise and historical knowledge. He/she will recognize talent, mentor that talent, and be confident enough to then step back and let the staff member do his/her job. That said,

the ideal candidate will be hands-on and expect to be kept fully informed. He/she will expect results, and hold the staff accountable.

In terms of specific skills, the individual will have a demonstrated track record of achievement in management, finance, and service delivery through third party vendors. The position requires a bachelor's degree in business administration, public administration, public policy or related field and seven to 10 years of increasingly responsible experience as a senior-level government official. Extensive experience as a City Manager is required. A master's degree is a significant plus.

Finally, the City is looking for someone who will recognize this job for the tremendous opportunity it is and will be willing to make a long term commitment to the City and organization. The individual will value the historic stability of the position and want to continue it.

COMPENSATION

The selected candidate's salary will be very competitive and will depend on qualifications and experience. Benefits are excellent. All employees are part of the City's retirement system which includes an ICMA based 401a and an ICMA 457.

RESIDENCY

Residency within the city limits is not required. However, the City Manager must be readily accessible to the City Commission.

HOW TO APPLY

E-mail your resume and cover letter to Recruit28@cb-asso.com by August 31st. Faxed and mailed resumes will not be considered. Questions should be directed to Rick Conner at (915) 227-7002 or Colin Baenziger at (561) 707-3537.

OTHER IMPORTANT INFORMATION

The City of Aventura is an Equal Opportunity Employer and encourages women, minorities and veterans to apply. Under the Florida Public Records Act, all applications are subject to disclosure upon receipt. As a practical matter, we do not expect any media attention to the process. A veteran's preference will be awarded if applicable under Florida law.

ADDITIONAL INFORMATION

For additional information about the City of Aventura, visit: <http://www.cityofaventura.com>.

COLIN BAENZIGER  ASSOCIATES
EXECUTIVE RECRUITING



Appendix C

Sample Candidate Report

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

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Resume

Roberto Hernandez

8641 Northwest 80th Street, Tamarac, Florida 33321 | 954-590-8290 | robhernandez@comcast.net

PROFESSIONAL PROFILE

Proven, resourceful, and results-focused public administrator with more than twenty-five years of progressive and responsible local government management experience. ICMA-Credentialed Manager known for leadership, professionalism, and organizational abilities. U.S. Army Reserves (retired) with extensive background in civil-military operations. Focus areas include:

- Budget development
- Fiscal stewardship
- Organizational effectiveness
- Complex operations
- Economic development
- Municipal-level services
- Public safety
- Emergency management
- Regional service delivery

RELEVANT EXPERIENCE

Deputy County Administrator **2013 to Present**
Broward County Board of County Commissioners; Fort Lauderdale, Florida

Part of the Miami-Fort Lauderdale metropolitan area, Broward County is the second most populous county in Florida and 17th in the United States (pop. 1.9 million). It provides mandated, regional, contracted, and municipal-level services, in addition to operating the 24th busiest airport, and a cruise/cargo port ranked among the top ten nationally.

Key duties and responsibilities:

- Maintain positive and effective relationships with a nine-member board of county commissioners.
- Provide executive level leadership by assisting the county administrator in directing the operations of a large, diverse, urban county with 5,989 employees and a total budget of \$4.2 billion.
- Provide direct oversight of Public Works, Human Services, Environmental Protection and Growth Management departments; Parks and Recreation, Libraries, Cultural divisions; and Economic and Small Business Development, Public Communications, Intergovernmental Affairs, and Medical Examiner and Trauma Services agencies (3,003 FTEs and \$537.4 M operating budget (FY16)).
- Serve as the acting county administrator during the county administrator's absence.

Accomplishments:

- Served as team leader during negotiations ultimately retaining a major league sports team.
- Participated in the establishment of new five-year strategic priorities and agency business plans.
- Coordinated a study of living wage policies leading to the expansion of such policies at the County's international airport.
- Overseeing the reimagining of a county-owned sports and entertainment facility into a mixed use economic and cultural destination.

Deputy City Manager **2011 to 2013**
City of Coral Springs, Florida

Served as one of two deputy city managers in a full-service municipality consisting of 24 square miles, population of 121,096, 767 FTEs, and \$152M total budget, located in southeastern Florida.

Key duties and responsibilities:

- Worked closely and collaboratively with the city manager and a five-member city commission on a variety of projects, issues and business plan initiatives.
- Assisted the city manager in providing operational oversight of municipal departments.
- Functioned as the de facto director of the Coral Springs Community Redevelopment Agency (a dependent special district) charged with the redevelopment of the city's downtown area.
- Contract administrator between the City and its charter school and economic development agency.

Accomplishments:

- Led the City's efforts to build a new municipal complex including working with the public, Urban Land Institute, city commission, key stakeholders, and others.
- Performed a comprehensive assessment of the City's code enforcement agency leading to operational changes targeting efficiency and program effectiveness.
- Created a five-year capital improvement plan and reinstituted a marketing/branding program for the City's downtown redevelopment agency.
- Spearheaded the creation of an economic development strategic plan, ten-year update of the City's downtown redevelopment plan, downtown storm water study, and downtown parking study.
- Provided initial project leadership and oversight for a \$4.4 million project consisting of "Complete Streets" elements and development of an "Art Walk" as a link between the new municipal complex and adjacent dining and shopping areas.

Deputy County Manager

2008 to 2011

Fulton County Board of County Commissioners; Atlanta, Georgia

Fulton County is the center of the Atlanta metropolitan area and the state's capital county (pop. 1.1 million, 5,557 FTEs (FY11) and FY11 total budget of \$1.09 B). Served as deputy county manager principally responsible for unincorporated area services, public safety, public works, and coordination with judicial agencies.

Key duties and responsibilities:

- Interacted with a seven-member board of county commissioners.
- Provided strategic leadership and direction for various county services, including: animal services, code enforcement, planning, permitting, zoning, economic development, emergency communications/911, emergency management, fire and emergency medical services, parks and recreation, police, and public works (including water and sewer).
- Directly responsible for overseeing municipal-level services within the unincorporated area known as South Fulton, an annual operating budget of \$208 million (FY11, all funds) and 751 full-time employees (all funds).
- Coordinated activities among the County Manager's Office and the County's 12 constitutional and judicial agencies.
- Acted as the county manager during the county manager's absence.

Accomplishments:

- Established an economic development program for unincorporated areas of Fulton County focused on business retention and redevelopment of commercial corridors.
- Guided the adoption of a redevelopment plan for the Fulton Industrial District, resulting in the reinvigoration of one of the largest industrial, warehousing and distribution areas east of the Mississippi River.
- Implemented a multi-faceted approach to crime reduction in unincorporated communities leading to a 33% reduction in serious crimes (2008 thru 2010).
- Led a comprehensive review and reorganization of the county's emergency communications services.
- Planned and implemented infrastructure improvements including replacement and renovated fire stations, parks and recreation facilities, fleet replacement, new satellite government service center, courthouse security upgrades, and other improvements to county-owned facilities.
- Provided strategic direction to the Office of the Child Attorney leading to the termination of a federal consent decree relating to legal services provided to abused and neglected children.

- Coordinated the Office of the County Manager's efforts to comply with, and emerge from, a federal consent decree relating to jail crowding by participating in initiatives designed to improve the criminal justice system's performance, expand jail staffing, reduce criminal case processing time, replace the criminal justice information system, and complete extensive jail modernization and improvement projects.

Assistant to the County Administrator

2003-2008

Broward County Board of Commissioners, Fort Lauderdale, Florida

Served in an executive level position assisting the county administrator in managing the operations of the 14th largest county (1.8 million residents, \$3.1 billion total budget (FY08) and 7,000 employees (FY08)).

Key Responsibilities or Accomplishments:

- Assisted in implementing the policies of a nine-member board of commissioners.
- Facilitated, tracked, and monitored the implementation of key policies, projects and initiatives in assigned agencies, including Aviation, Community Services, Emergency Management, Environmental Protection, Port Everglades, Public Works and Transportation (\$857M FY08 operating budget and 3,124 employees).
- Completed special projects to improve services, efficiency or organizational performance, including a seaport physical security program upgrade and organizational improvements in emergency management operations.
- Chaired or served on organization-wide task forces on cost efficiencies in environmental protection, transportation, and public works services.
- Directed an internal investigative unit investigating complaints of misconduct by employees or contractors.

Various Positions

1994-2003

Broward County Board of Commissioners; Fort Lauderdale, Florida

Executive level or management positions assisting in directing the operations of two departments including human services and public safety, and coordinating the county's activities in affordable housing and economic development.

Accomplishments:

- Co-authored strategic plan for regional fire rescue services which secured \$18 million in capital funding, \$16 million in additional operating funds and \$33 million for regional public safety communications.
- Negotiated five intergovernmental agreements for fire and emergency medical services with a combined value of more than \$40 million including the expansion of contracted fire rescue services and the consolidation of municipal and county fire departments.
- Assisted in the placement, funding, and construction of a 200-bed full service homeless assistance center.
- Coordinated special projects and citizen advisory boards, such as the Homeless Initiative Partnership, Fire Rescue Advisory Board, and Affordable Housing Advisory Committee.
- Administered more than \$7 million in affordable housing financing, construction and rehabilitation programs for Broward County and four contract cities under the State Housing Initiative Partnership.
- Produced or preserved 320 affordable housing units with a total value of \$24.5 million.
- Attracted \$15.2 million in private funding for affordable housing units.

Commercial Revitalization Coordinator
*City of Homestead, Florida***1994**

Program management position in the city's Community Development Department responsible for reconstructing commercial and residential areas damaged during Hurricane Andrew.

- Implemented a \$650,000 Commercial Building Rehabilitation Assistance Program consisting of facade renovations, correction of code violations and compliance with ADA requirements.
- Supervised contracting and performance of contractors, engineers and architects on building renovation projects.
- Assembled cost estimates for land acquisition, relocation, demolition, and public improvements.
- Managed grants and prepared grant management reports as required by state and federal grants.

Executive Director
*Hispanic Unity of Florida, Inc., Hollywood, Florida***1992-1994**

Chief executive officer responsible for directing the operation of a nonprofit, community-based social services agency providing family literacy, community health, citizenship development, case management, and employment assistance services. Reported directly to a board of directors, supervised full-time staff of 12 and responsible for administration, financial management, programmatic planning, fundraising, and coordinating agency activities. Key achievements include:

- Increased agency's grant funding by 94% within a one-year period.
- Secured funding from public and private sources for the purchase and renovation of the agency's first owned facility.
- Expanded agency programs to include health services, HIV/AIDS case management, and citizenship examinations.

Civil Affairs Specialist/Instructor/Course Writer
*United States Army Reserve***1983-2008**

Functioned as a Civil Affairs Soldier, Team Sergeant, Detachment Sergeant, Instructor, and Chief Instructor in support of conventional and special operations forces. Identified critical requirements needed by local citizens in combat or crisis situations. Located civilian resources to support military operations, mitigate non-combatant injury, or minimize civilian interference with military operations. Established and maintained communication with civilian aid agencies and organizations. Notable accomplishments while on Active Duty include:

- Supported operations Enduring Freedom and Iraqi Freedom by training deploying forces to perform civil military operations, which involve establishing, maintaining and influencing relations between military forces, governmental and nongovernmental civilian organizations, and the civilian populace in order to facilitate military operations and achieve U.S. objectives.
- Following Hurricane Andrew, provided humanitarian assistance to civilians, and provided short-term support to stabilization and reconstruction efforts in the city of Homestead, Florida.
- Assisted in the reception, housing and relocation of Cuban migrants during Operation Safe Haven in the Republic of Panama.
- Provided technical expertise, advice, and assistance in restoring local government services and facilities in the Republic of Panama during Operation Just Cause, including public safety, jail facilities, refuse collection, restoration of freight rail service, repair of local housing stock, and the re-establishment of the national government.

EDUCATION

Essentials of Firefighting

Broward Fire Academy, Fort Lauderdale, Florida

Master of Public Administration

Nova Southeastern University, Fort Lauderdale, Florida

Army Instructor Training Course

U.S. Army John F. Kennedy Special Warfare Center and School, Fort Bragg, North Carolina

Bachelor of Public Administration

Florida International University, Miami, Florida

Civil Affairs Course (Civil-Military Operations)

U.S. Army John F. Kennedy Special Warfare Center and School, Fort Bragg, North Carolina

PROFESSIONAL AFFILIATIONS

International City / County Management Association (ICMA) – Credentialed Manager

Broward City / County Management Association

Urban Land Institute (ULI)

International Economic Development Council (IEDC)

Florida Redevelopment Association, past member

City of Tamarac, Florida Firefighters Pension Board of Trustees

Florida Public Pension Trustees Association

Candidate Introduction

Roberto “Rob” Hernandez

EDUCATION

- Master of Public Administration: Nova Southeastern University; Fort Lauderdale, Florida
- Army Instructor Training Course: U. S. Army John F. Kennedy Special Warfare Center and School; Fort Bragg, North Carolina
- Bachelor of Public Administration: Florida International University, Miami, Florida
- Essentials of Firefighting: Broward Fire Academy; Fort Lauderdale, Florida
- Civil Affairs Course (Civil-Military Operations): U. S. Army John F. Kennedy Special Warfare Center and School; Fort Bragg, North Carolina

EXPERIENCE

Deputy County Administrator; Broward County, FL	2013 – Present
Deputy City Manager; Coral Springs, FL	2011 – 2013
Deputy County Manager; Fulton County, GA	2008 – 2011
Broward County, FL	1994 – 2008
Assistant to the County Administrator (five years), Assistant to Department Director (seven years), and Urban Affairs Specialist / Housing Resource Coordinator (two years)	
Commercial Revitalization Coordinator, Homestead, FL	1994
Civil Affairs Specialist /Instructor/Course Writer, United States Army Reserve	1983 – 2008

BACKGROUND

Broward County, Florida is a large, urban county located in southeast Florida. With a population just shy of 1.9 million residents, it is the second most populous county in the state, and the 18th most populous in the United States. The county consists of more than 1,000 square miles; however, two thirds of the county are conservation areas of the Florida Everglades. The remaining 435 square miles is home to 31 municipalities and unincorporated neighborhoods. The county’s governing body consists of nine members elected from single-member districts, and provides services ranging from animal care to zoning, buses to butterflies. Operating under a Commission/Manager form of government, Broward County government, excluding the constitutional officers, employs 5,989 full-time employees.

As the deputy county administrator, I assist in overseeing 29 of 57 business units. Directly under my supervision are ten agency directors (Human Services, Public Works, Environmental Protection and Growth Management, Parks and Recreation, Libraries, Cultural, Medical Examiner and Trauma Services, Public Communications, Intergovernmental Affairs and Professional Standards, and Economic and Small Business Development), one administrative assistant, and one part-time special projects coordinator. The County’s current general fund budget is more than \$1.1 billion, or \$4.2 billion in total.

Roberto “Rob” Hernandez

The three most important issues facing my current organization at this time are:

1. Expanding transportation options and improving mobility
2. Diversifying the economy beyond tourism and services
3. Ensuring housing is affordable.

Broward County is the center of the Miami-Fort Lauderdale-West Palm Beach Metropolitan Statistical Area (MSA). With 5.8 million residents, this MSA is the most densely populated urban area outside of the northeastern United States. The region is the state’s economic hub and is a gateway to both tourism and international trade. Since the 1970s, Broward County has experienced explosive population growth. The county is now largely built-out with very few tracts of large undeveloped parcels of land remaining. Despite the lack of available raw land, the population continues to grow, fueled in part by the weather, 25 miles of beaches, geographic proximity to Central and South America, and favorable tax climate.

This consistent growth has resulted in worsening traffic congestion within the region. Almost all of the county’s major arterial roadways have been widened to their maximum available widths, yet operate at beyond-maximum capacities. In order to sustain continued population growth, economic prosperity and redevelopment, it is important that the county not strangle itself on its success. Broward County cannot operate a sufficient public transportation system without a dedicated source of funding and is contemplating a 2016 ballot measure that would increase the sales tax rate from five percent to six percent to pay for transit and transportation improvements.

Economic diversification is the second most important public policy issue facing Broward County government. Broward County is fortunate to be among the leaders in the state and nationally in job creation and has had historically low unemployment rates. According to the Florida Chamber of Commerce, Broward will add another 144,700 working-age residents to its population by 2030. This means that in order to maintain an unemployment rate of 4.3 percent, the county must create almost 77,000 new jobs. The tourism, hospitality and service sectors are major employment generators. However important to the region’s and state’s economies, these sectors typically pay below average wages. Working with private sector parties, the County’s long-term strategy is to attract higher paying jobs in targeted industries such as aerospace, manufacturing, health, financial services, international trade, and corporate headquarters.

Lastly, housing affordability is the third major issue facing Broward County. The combination of lower wage service sector jobs, high development costs, and lack of available land have led to rapidly escalating home sale prices and rents. Housing costs in Broward County are now among the highest in the nation. Recent studies show that the average home in Broward is unaffordable. In fact, a family needs to earn \$63,048 to afford the median-priced home costing \$286,000. Also, a 2014 study by the Metropolitan Center at Florida International University found that almost 50 percent of households in the county are cost-burdened, meaning their housing-related costs exceed 30 percent of their income. We know that housing demand and labor markets are linked. Without

Roberto “Rob” Hernandez

an affordable and diverse housing stock, this county will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

I have been a public servant since graduating from high school. I have been fortunate to work for several outstanding and highly-regarded governments in executive capacities. My ultimate goal is to become a city or county manager in a community of excellence. Throughout my professional career, I’ve resisted the temptation to “chase” city manager positions solely for the sake of becoming a city manager at any cost. Instead, I’ve judiciously and patiently served in deputy roles in great organizations and exceptional communities. This opportunity as a city manager fits perfectly into my career plan. I am prepared for the challenge and look forward to it.

As I mentioned earlier, I currently serve as the deputy county administrator for a well-regarded, county government. Prior to that, I served as a deputy city manager responsible for operations, economic development and redevelopment for the City of Coral Springs, Florida. Previously, I served as a deputy county manager in Georgia’s largest county – Fulton County. In that capacity, I directly oversaw several departments including Police, Fire Rescue, Development Services, Emergency Management, Animal Control, Public Works, 911 and others. I also served as the county manager’s direct liaison with our judicial agencies.

Prior to working for Fulton County, I held various positions within Broward County (Florida) government where I assisted in troubleshooting issues and program management. During my tenure in Broward County, I obtained my certification from the State of Florida in Firefighting. In addition, I am proud of the 23 years I served in the United States Army Reserves, where I finished my military career as a senior instructor. During my military career I assisted in re-establishing local government services in Panama following Operation Just Cause, building health clinics and schools in various nations, and assisting in reconstruction activities in the City of Homestead, Florida, following Hurricane Andrew in 1992. I was later hired by the City to help oversee reconstruction of its downtown business district.

I do not subscribe to any specific “style” of management. For me, it is purely situational. However, I prefer to refer to it as leadership rather than management. I often say that many can manage, but few can lead. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive. However, my inclination is toward participation. I attribute this to my service in the U.S. military. The Army taught me and gave me numerous opportunities to lead teams and groups, since military operations seldom involve individuals operating in vacuums. The concept of teamwork has been instilled in me since sitting in the barber’s chair at Fort Jackson, South Carolina, at the ripe age of 17.

I make it a point to focus on teamwork and my military background because throughout my career I have had to work with, or for, managers that could not lead their colleagues or subordinates.

Roberto “Rob” Hernandez

Although they could “manage”, they had a hard time relating to or motivating others, including their superiors. Many maintained a “my way is best” or “because I said so” approach. Often times they felt the organization revolved around them resulting in employees that were not motivated nor empowered to act. They failed to teach, mentor or guide the organization and demonstrated a “do as I say” rather than “do as I do” approach. This approach does much to harm an organization in the long-term. For that reason, I am grateful to having had the intensive training and experience in group/team leadership and the opportunity to apply those skills effectively.

Additionally, during my career, I have been active, energetic and involved. While not a micromanager, I am an engaged one. After all, one cannot lead from behind a desk. Therefore, I prefer to spend time with employees in “the field” and have spent countless hours working with public works crews, animal control, fire and police.

I am confident that others (staff and elected officials) would describe me as professional, thorough, hard-working and even-tempered. A strength they would also point to is my ability to make strategic decisions and think one step ahead. Further, I am proud of my proclivity to take on difficult projects or disorganized operations and help bring organization and focus. My military background has taught me to be disciplined, focused, methodical, and organized.

In terms of weaknesses, I’ve learned to become less rigid over time. I have also learned to juggle multiple demands and competing interests. This at times makes me appear to be rushed. I am also known to be direct and to the point.

Regarding performance metrics, it all starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once five or so key strategic objectives are defined by the governing board, it’s the manager’s job to help develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

As for achievements, I am most proud of my working in economic development and redeveloping a crime-ridden industrial area known as the Fulton Industrial District. This area had become overrun with prostitution and crime. I created and led an intensive initiative to clean the area, invest public resources, retain existing businesses and attract new ones. This initiative led to the closure of budget motels overtaken by drug dealers and prostitutes. Working with the business community we established the equivalent of a business improvement district. Finally, I helped create a satellite government center in the heart of the district. We re-established the District as a safe place for business in the Metro Atlanta area.

Early in my career I learned that it pays to be prepared and self-reliant. While working on a controversial issue related to fire rescue consolidation, I was required to make presentations before various city commissions. I faced a less than friendly audience in one community where I was required to present after midnight. I was not allowed to use their computer, projectors or electric

Roberto “Rob” Hernandez

cords. From that point forward, I learned to be fully self-sufficient and prepared for contingencies.

In terms of embarrassing situations, while in college I did not pay a campus ticket for failure to wear my seatbelt. I mistakenly thought it would go on my college tuition bill at the University of Houston and, when I went to register, I would pay the fine. I realized later that a warrant had been issued for failing to pay. A lesson hard learned.

As for employee terminations, I’ve had to dismiss numerous employees throughout my career. While it is never an encounter that brings pleasure or satisfaction, these separations should not be a surprise to the affected individual. The individual should have been counseled and made well aware of performance deficiencies, corrective actions required, and the consequences of not meeting the performance standards. Regardless, in each of these situations, I believe that the employee should be treated with respect and dignity.

The issues and challenges facing Savannah for its next city manager are:

- ***Addressing Crime and Public Safety.*** My limited research and knowledge of Savannah indicates a serious problem with violent crime in the City. For a city of about 150,000 residents, the number of gun-related deaths in excess of 54 deaths is staggering. Throughout the internet, there are accounts from residents warning of crime and violence. While the growing number is positive, the perception of violent crime could impact the City’s reputation. It certainly appears to be impacted, at least in the eyes of residents and business leaders. The City’s next city manager must be someone with a background in public safety and with strong knowledge of the criminal justice system.
- ***Upgrading Infrastructure.*** As an older, low-lying coastal community, Savannah must continue to invest in its stormwater management, flood control and transportation infrastructure. The city is prone to flooding and its infrastructure is aging. The cost of upgrading and replacing these systems in light of rising sea levels and climate change will undoubtedly be staggering for a city of its size. Nevertheless, significant investments in infrastructure to address the City’s needs for the next 50 to 100 years is vital.
- ***Investing in its People.*** Savannah seems to experience many of the ills which affect larger urban areas. Crime, poverty, affordable housing, homelessness, economic disparity, and scarce higher-wage employment for its residents. Despite its southern charm, the city appears to suffer from decades, and perhaps generations, of disinvestment in its people. Median family income is \$36,410, and more than 40 percent of area residents are housing cost-burdened. The poverty rate appears to be at just below 20 percent. In a Coast Georgia Indicators Coalition survey, respondents identified crime, and increasing educational attainment and job training as the top two most important issues facing the community. These issues are beyond the City’s ability to solve and requires a city manager with the ability to work with other actors to address these issues in a systematic way.

Roberto “Rob” Hernandez

If selected for the position, during my first six months I will:

- Listen and observe to grasp issues, challenges and desires of all stakeholders. This includes meeting with elected officials from all levels, department directors, neighborhood groups, business community, education representatives, the local media, and others;
- Reach out to department directors and learn about their challenges, priorities and programs;
- Meet as many employees as possible by conducting several “town hall” sessions;
- Establish trust and credibility with elected officials, and the workforce;
- Become more familiar with the community and its culture; and
- Review goals and objectives for the organization with the Mayor and City Council;
- Forge a close relationship with the City Council and Mayor by meeting with each on a regular basis.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I’ve used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would “tweet” aspects of the discussion. Unfortunately, given Florida’s strict public records laws, my use of social media has for the most part been in one direction – that is, pushing information rather than engaging in back and forth communication.

There is “no dirt” on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

- | | | |
|---|--|--|
| ☒ Driven | ☒ Professional | ☒ Focused |
| ☒ Disciplined | ☒ Organized | ☒ Thorough |

Roberto “Rob” Hernandez

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Broward County because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

\$210,000 plus \$5,000 auto allowance

CB&A Background Checks

Background Check Summary for ROBERTO HERNANDEZ

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle

Florida	No Records Found
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Credit	Excellent
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Bankruptcy	No Records Found
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Education	Confirmed
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Employment	Confirmed
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CB&A Reference Notes

Reference Notes
Roberto “Rob” Hernandez

Elizabeth Taschereau – Former CRA Coordinator, Coral Springs, FL 954-292-8281

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager. He was the CRA (Community Redevelopment Agency) Liaison.

Every project currently underway in Coral Springs is a very direct result of Mr. Hernandez’s work. He was very innovative, very driven and very conscientious. He was publicly praised on several occasions for thoroughly researching a topic before bringing ideas forward. He was so thorough that his suggestions were never questioned. He made decisions based on what was right for the community.

Mr. Hernandez developed a Capital Improvement Plan which had not been done for several years prior. This document was very well done and became the master plan for the city. He has an incredible ability to produce results. He has much experience in development and redevelopment, something Coral Springs really needed.

One of Mr. Hernandez’s strongest attributes is his understanding of employees’ strengths. He strategically placed them in teams where they could move projects forward. Employees had input and buy-in. He lightens up tense situations. He can step in and make decisions to move things forward when needed. He brought new ideas to the city and really changed the dynamics and the direction it was headed.

As Deputy City Manager, Mr. Hernandez was accountable for at least half of the operations in the city. He managed economic development, community redevelopment, public works, and other organizations. He oversaw 400 – 500 employees. A selection committee is used when hiring employees and selecting vendors, he sat on those committees.

Mr. Hernandez was very driven in moving the economic development processes forward, which had been stalled for a number of years because of the recession. He was very committed to helping Coral Springs thrive from every perspective, even parks and recreation. He gave a thorough presentation to help the Commissioners and the public embrace the concept of building a new city hall. He is very aggressive in moving forward to achieve an amazing end result. He did a great deal of community outreach for various projects. His public presentations provided information so that projects could receive the support needed to move forward. Those listening felt that he cared about the community and wanted the best for the residents.

Coral Springs has a number of A rated schools. Mr. Hernandez understands how important education is and attended meetings related to education. He also attended chamber and corporate meetings related to economic development. He is very dynamic and easy to speak with. He shows an interest in residents and is well liked. When he left they held a going away party that was well attended by staff, commissioners and residents. Everyone tried to talk him into staying and praised his performance.

Reference Notes

Roberto “Rob” Hernandez

Mr. Hernandez was the liaison between Ms. Taschereau and the elected officials. He kept everyone aware of items that need to be on the agenda or were of concern. He also did well communicating information from the Board.

Mr. Hernandez drove around the city with employees to see what parts of the community needed attention. He encouraged input to hear different perspectives. Staff found his management style refreshing because they were including in identifying and resolving issues.

The downtown area was run down. Mr. Hernandez held a meeting to determine what could be done to enhance the aesthetics of the area. Employees from various departments gave their perspective. He implemented several of their ideas and is very inclusive.

City hall has very limited parking in the front. Many employees were given permission to use the front parking lot, which meant customers had to park in the back. Mr. Hernandez immediately recognized that he was walking into city hall with customers. He explained to employees why they needed to park in back, thus reserving the front parking lot for customers. Everyone followed the policy from that time forward. When residents called him regarding permit delays, he reviewed the process to determine why the delay occurred. If a process was not serving the customer, he adjusted it.

Mr. Hernandez is very good with finances. He conducted budget reviews and was very involved in the process during budget season. He was also involved in police, fire and pension negotiations. He is very timely in completing tasks unless the item needed more research. He is very conscientious about providing a quality product and being responsive, and he has the same expectation of staff.

Nothing controversial will be found in Mr. Hernandez’s professional or personal history. He has a military background and integrity is always at the top of his list. He left Coral Springs for a better opportunity. Everyone in the community speaks very highly of him. Commissioners and community leaders still call him when they need advice.

Ms. Taschereau would hire Mr. Hernandez and would work for him again. The city of Coral Springs would re-hire him if given the opportunity. When he left projects and activity slowed down. He set goals that were reachable while moving projects forward. He is very results oriented and will be a great Manager.

Words or phrases used to describe Roberto Hernandez:

- Leader,
- Innovative,
- Collaborative,
- Inclusive,
- Decisive leader,
- Influential.

Reference Notes
Roberto “Rob” Hernandez

Strengths: Very collaborative; very decisive, very professional; very approachable; very intelligent; very innovative; very well liked; great leader.

Weaknesses: He is very high functioning and he trusts employees to work at the same level. He does not micro manage but at times people need to be micro managed.

Erdal Donmez – City Manager, City of Coral Springs, FL 954-344-5906

Mr. Hernandez reported to Mr. Donmez from 2011 – 2013. They had frequent interactions as their offices were near each other. Because of his military background Mr. Hernandez is very organized. He kept time tables for each project and assignment, and stayed within that timetable. He relayed both good news and bad news, and kept everyone very well informed.

Mr. Hernandez’s job performance is excellent. When given an assignment he is very thorough in researching the idea and providing updates as needed. He is very hard working, rarely says no to an assignment and does an excellent job from start to finish. He is a superb individual and employee.

Hiring decisions are made by hiring panels in Coral Springs. Mr. Hernandez was part of several hiring panels and did very well. He was confident in challenging his subordinates and peers by asking questions about procedures that had been in place for years, but he did so in such a way that he gained the respect of everyone in the organization.

Mr. Hernandez maintains the organization at a high level of performance and can be a change agent when necessary. He is often out in the community and attends community functions. His public interactions are excellent.

Every Friday afternoon Mr. Hernandez drove some of the Directors to project sites and to review other parts of the community. He also rode with police officers and employees from code enforcement. He made sure everyone was aware of the issues and sought input from multiple departments. He is very dynamic, hardworking, mature and friendly.

The Code Enforcement Division was in terrible shape and received complaints from staff and residents. Mr. Hernandez organized meetings with the entire staff to discuss the issues and how they could improve. He met with every employee as a group and individually to make sure they were on board. He involved staff from other departments. He gave regular updates and wrote an assessment report, which became the basis for the reorganization of the division. This report is still used as a model for other departments and functions.

Mr. Hernandez had good financial skills and does well preparing the budget. He is not an expert in finance and cannot give advice on whether the city should use a bank loan or a bond issue. He is always timely in completing tasks and if he is unable to complete it within the time frame given, he is upfront to avoid surprises.

Reference Notes
Roberto “Rob” Hernandez

Coral Springs has a very informal environment. Staff generally calls the commissioners by their first name. Mr. Hernandez has a military background and called them Mr. Commissioner or Ms. Commissioner. His style is unique and while the elected officials did encourage him to use their first name, they appreciated the respect he showed them.

Nothing negative has been written about Mr. Hernandez in the newspaper. His background is clear of any item that might embarrass an employer.

Before hiring Mr. Hernandez, Mr. Donmez called his former boss in Broward County to ask what she thought of him. She replied that none of his accomplishments were exaggerated and she would hire him in a heartbeat. She eventually had an open position within the County and offered it to Mr. Hernandez, which he accepted.

Mr. Hernandez is at the top of Mr. Donmez’ list of individuals to recommend or hire. He is very well rounded, mature, hardworking, friendly and highly ethical. He speaks Spanish, which is beneficial in South Florida. Mr. Donmez gives Mr. Hernandez the highest reference possible.

Words or phrases used to describe Roberto Hernandez:

- Disciplined,
- Organized,
- Professional
- Listener, and
- Formal as needed.

Strengths: Very organized and thorough; keeps everyone in the loop; does an excellent job with every assignment.

Weaknesses: His only weakness is longevity. He worked in Coral Springs for less than two years and left for an opportunity with the County.

Skye Patrick – Former Director of Libraries, Broward County, FL 562-940-8400

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration is Mr. Hernandez’s strong suit. He is thoughtful and he understands County policy and procedures very well, which means he can navigate in a way that is very helpful to his department. He did not know much about the library system when he was hired but he studied and learned about how they operate and he now has a good understanding.

Reference Notes

Roberto “Rob” Hernandez

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he is very thoughtful and takes the time to gather information.

In general, Mr. Hernandez maintains the organization at a high level and has learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan which is very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

They were short 800k in a capital budget of \$5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They have only known each other for a few years but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a \$6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for an Administrator position.

Reference Notes
Roberto “Rob” Hernandez

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head is responsible for.

Claudette Bruck – Former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez is extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed everyone. His presentations are flawless but factual. Everything he says is entirely trustworthy, he does not present information he cannot stand behind.

Their interactions were all professional. Mr. Hernandez is very respectful. He listens and is prompt in responding to inquiries. His decisions when hiring personnel are very good. He is innovative and operates at a high performance level. He listens, assesses a situation and then comes forward with an excellent recommendation. He is very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He has a good rapport with the audience and a demeanor that invites trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager’s office operates independently of the Commission. Rather than reporting in on a daily basis, they do so at special meetings or as needed.

Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He is always prepared and can answer questions on the spot.

Reference Notes

Roberto “Rob” Hernandez

The Commission receives much information from varying sources and the information is not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He follows through and is customer service oriented. He always does what he says he will do. He was not directly involved in the finance department or the creation of the budget, but has a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great manager. He is knowledgeable, experienced, task oriented, focused, and can always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brings an idea forward only after it has been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Zachary Williams – Former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011, Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions are outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez has an excellent work relationship with his elected officials. They trust that what he says has been well researched. He earned their respect and represented Mr. Williams very well.

Once he has been given a problem to solve, Mr. Hernandez is tenacious. He marshals resources and focuses them through team building to get the job done. He does not shy away from challenges. He can be patient when it is warranted; however, it does not come naturally to him.

Reference Notes

Roberto “Rob” Hernandez

Mr. Hernandez prefers face to face interactions whenever possible. If meeting a person directly is not an option, then he uses the phone. He is an excellent writer and could be successful using email; however, he has developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needs to be made, Mr. Hernandez will respond quickly. Circumstances which require fact gathering may take him longer. He is not indecisive but rather takes the appropriate amount of time to gather the information and opinions he needs to make good decisions.

Mr. Hernandez hires good employees. In some instances where a hire did not work out, he did all he could to work with them. He goes through exhausted hiring practices involving many stakeholders. He is analytical and uses that to his advantage in the hiring process.

Mr. Hernandez is innovative but does not try to change things just for the sake of change. He is mature enough to leave a process alone when it works well. He has improved existing processes in Fulton County.

Mr. Williams is proud of the redevelopment which was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez’s leadership an area known for drugs, prostitution, and crime has reversed its negative direction and become an area where businesses want to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There are very few tasks in public service which Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez is one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people’s lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He can be patient when it is warranted; however, it does not come naturally to him.

Reference Notes
Roberto “Rob” Hernandez

Dele Lowman – Former Assistant to the County Manager, Fulton County, GA (404) 612-8331

Ms. Lowman works with Mr. Hernandez in the Fulton County Manager’s Office and has known him since 2003 where they worked together in Broward County. They have a good working relationship. He is very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman have philosophical differences yet get along quite well. His military background has shaped his personality and makes him the driven person he is. He works well with elected officials. He spends most of his time with the commissioner over the unincorporated areas, and though their interests are not always the same, they work well together. He has the respect of the commissioners.

Mr. Hernandez values loyalty. His greatest strengths are diligence and follow through. No matter how difficult a situation may become, he does what he must for the best interest of the community.

Laser focus is both strength and a weakness for Mr. Hernandez. In his current role as second in command he does what he is asked without stepping back to see if there is another way. If he was the final decision maker perhaps that would be different.

Unlike many managers, Mr. Hernandez does not have an aversion to staff meetings. He likes to speak with people face to face. He is more than capable of interacting via telephone and email but favors the personal approach when dealing with direct reports.

Mr. Hernandez is a great public speaker. He has a teaching background in the military. He interacts well with the public and deals with residents often in the unincorporated area.

One recent task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Reference Notes
Roberto “Rob” Hernandez

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he may step back if he were the manager.

Omatayo (Tayo) Alli – Juvenile Court Administrator, Fulton County, Florida (404) 613-4681

Ms. Alli is an attorney and the Juvenile Court Administrator in Fulton County. Mr. Hernandez was Deputy Director over the courts and her direct supervisor from 2008 -2011. He is phenomenal in every area. He is dedicated, dependable and loyal to his employees.

Mr. Hernandez is very supportive of his employees. He is extremely knowledgeable and articulate. He approves spending requests and is very responsible with the budget. If he says no he is still willing to listen to Ms. Alli’s appeal.

In terms of strengths, Mr. Hernandez was a great listener and always multitasking. He was called upon to do many things at the same time yet makes it look easy. Ms. Alli was consistently impressed with his management during a crisis. He was responsible for a number of departments and he showed the same level of professionalism and understanding with each of them.

Ms. Alli wanted to speak with Mr. Hernandez recently and did not have an appointment. She saw him at a meeting but it had run late and her ride was waiting for her. He offered to walk her to the car so she could speak with him on the way. He got back to his office and emailed her his response. There have been other times she sent him an email after midnight and he responds on his blackberry. These are just a few examples of how wonderful he is to work with.

Mr. Hernandez dealt with the public on many occasions including Town Hall meetings. No matter what subject or question was brought up, he seemed to have knowledge in the area and a well thought out response. There were instances where she would have told someone to sit down and be quiet but Mr. Hernandez responds calmly and professionally.

Out of all the executives Ms. Alli has worked with, Mr. Hernandez is her favorite. She was devastated when he left Fulton County but she would never want to stop him from progressing in

Reference Notes
Roberto “Rob” Hernandez

his career. She would hire him without a moment’s hesitation. He is an all-around exceptional person.

Words or phrases used to describe Roberto Hernandez:

- Articulate,
- Extremely bright,
- Go to person,
- Professional,
- Dedicated and,
- Dependable.

Strengths: Great listener; always multitasking; intelligent and supportive.

Weaknesses: None identified.

Dan Daley – Commissioner, Coral Springs, FL 954-778-3304 954-344-5911

Mr. Hernandez was the Deputy City Manager when Mr. Daley ran for office and was elected as a City Commissioner. They have known each other since 2011. Mr. Daley has the highest regard for Mr. Hernandez. Mr. Daley rarely provides references and when he does, he means what he says. Mr. Hernandez is at the top of his list.

Mr. Hernandez’s job performance is incredible. The city had rampant issues in the code enforcement and building departments. He spearheaded an internal review which caused a complete 180-degree turnaround. By the end of the investigation and audit, the individuals in charge sought early retirement and the departments were headed in the right direction.

In terms of hiring personnel Mr. Hernandez helped put together a winning team but because the Commissioners are not involved in hiring decisions Mr. Daley does not know the role that Mr. Hernandez played. His decisions in general are good.

The way Mr. Hernandez handled himself as a Deputy City Manager showed his innovation. He undertook the downtown development project and really wanted to transform the downtown area into a vibrant place. He is not set in his ways, he is open to new thoughts and processes to achieve the goals.

Mr. Hernandez attended community meetings on a frequent basis. He has tremendous experience working with the public and can break down a complex issue for residents with ease. He is down to earth and works very well with the public.

Reference Notes
Roberto “Rob” Hernandez

Because of Mr. Hernandez’s military background, communication and transparency was a significant part of how he operated. He stated the facts that the elected officials needed to know. He provided recommendations and then left the decisions to the Commissioners.

Mr. Hernandez rallied employees around the vision of the elected officials. He was customer service oriented. He worked with the CRA to establish and budget the downtown project. His work was completed in a timely manner.

Mr. Daley never felt uneasy with Mr. Hernandez both in terms of his personality and when he was relaying bad news. Mr. Daley felt confident that Mr. Hernandez was not hiding any facts or skewing the numbers. If Mr. Daley knew of anything in Mr. Hernandez’s background that was controversial, he would not have provided this reference. Mr. Hernandez left Coral Springs to be the Deputy County Administrator for Broward County.

Mr. Daley would hire Mr. Hernandez. He would be a great city or county manager. He has an excellent reputation in Coral Springs and Broward County.

Words or phrases used to describe Roberto Hernandez:

- Leadership,
- Trust,
- Gets the job done,
- Detail oriented,
- Standup guy, and
- Straight shooter.

Strengths: Leadership; task oriented; gets things done; works through complex issues.

Weaknesses: None identified.

John Hearn – City Attorney, Coral Springs, FL 954-344-5977

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance Mr. Hernandez is very energetic and a go-getter. He really moves projects along and stays on top of them. He is a change agent.

City Hall is in an office that was built by General Electric for selling homes. The City has been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved and the new City Hall is finally under construction.

Mr. Hernandez was always very involved in the community and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Reference Notes
Roberto “Rob” Hernandez

Mr. Hernandez leads staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development which included the new City Hall. He took the bull by the horns and did a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn is not directly involved with the budget and finances but in the course of their conversations he came to believe that Mr. Hernandez has good financial skills. He completes tasks by the deadline given.

Mr. Hernandez has not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moves forward when doing so makes sense.

Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. He would be a good city or county manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wants to make decisions; can shepherd a project from A to Z very well.

Weaknesses: People’s greatest strengths are often their greatest weaknesses. Because he moves projects along so well Mr. Hearn, as City Attorney, had to slow him down a little and occasionally remind him of a step that needed to be taken in the process.

Dale Pazdra – Human Resources Director, Coral Springs, FL 954-344-1150

Mr. Pazdra has known Mr. Hernandez since 2011. They were peers within the organization.

Mr. Hernandez did an excellent job during the time he was with Coral Springs. His decisions are good because he is very detailed. He gathers the data necessary to get to the bottom of an issue and is very well informed when he makes decisions.

Reference Notes

Roberto “Rob” Hernandez

Mr. Hernandez can be characterized as a change agent. He is very good at communicating with others in the organization. He represented the city frequently at public meetings and was always visible in the community.

One of Mr. Hernandez’s strengths is project management. He led an assessment team to determine how effective the code compliance division was organized, how they managed the workload, and the leadership of the department. Mr. Hernandez and his team did a very thorough job and suggested several changes that were implemented to improve operations.

In terms of customer service Mr. Hernandez does well. From a fiscal perspective he is very good with numbers and analysis, but they did not interact on more detailed financial tasks. He is very smart and accomplishes tasks by the deadline.

Mr. Hernandez was not involved in anything controversial during his time in Coral Springs. Mr. Hernandez had retired from military duty and was well respected by those he worked with. Mr. Pazdra found nothing of concern in his background when they hired him in Coral Springs.

Mr. Hernandez was very well-liked by the elected officials in Coral Springs and they wished they could have kept him longer. He was given an opportunity to work at the County and accepted the position, but he left Coral Springs on good terms.

Mr. Hernandez is a good candidate for any position that will challenge him and keep him moving forward. He is a very innovative person and sometimes government environments are not conducive to that level of improvement.

Mr. Hernandez held a very responsible position in Georgia before he was hired in Coral Springs and has much experience as an Assistant or Deputy Manager. He is a very forthright and honest person. He is very punctual and focused. He gives his all because he cares about his work.

Words or phrases used to describe Roberto Hernandez:

- Thorough,
- Accurate,
- Probing,
- Honest,
- Proactive, and
- Dedicated.

Reference Notes
Roberto “Rob” Hernandez

Strengths: Very good at project management and allocating resources; handles investigations; very detailed; very thorough, not afraid to ask questions and challenge the status quo.

Weaknesses: He is very confident and capable, but is not always easy to read or get to know.

Prepared by: Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work

Author: David Fleshler, Sun Sentinel Tribune Content Agency

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach.

The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless.

This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans."

The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention.

Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations. A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead.

A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage."

As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports.

The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of decision-makers, who authorized the opening of an additional shelter.

"The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios."

The county has not seen a direct hit from a hurricane since Wilma in 2005.

"It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

dfleshler@sunsentinel.com, 954-356-4535

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

South Florida Sun Sentinel

Deal helps Panthers, helps Broward more

Dec 8, 2015

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded \$86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers.

The team owners also run the company that manages the BB&T Center. They would have to spend the \$86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay \$5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward.

All are nice points, but the focus of the deal, correctly, would remain on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them."

The deal would allow the Panthers to leave after eight years, but the team would have to repay the \$72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena.

One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money.

There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

National Mortgage News (USA)
April 21, 2014

Property-Tax Collections Rising at Fastest Pace Since Housing Crash

Author: Staff

Property-tax collections are rising at the fastest pace since the U.S. housing market crash sent government revenue plunging, helping end an era of local budget cuts. In cities including San Jose, California, Nashville, Tennessee, Houston and Washington, revenue from real-estate levies has set records, or is poised to.

Local governments are using the money to hire police, increase salaries and pave roads after the decline in property values and 18-month recession that ended in 2009 forced them to eliminate about 600,000 workers and pushed Detroit, Central Falls, Rhode Island, and three California cities into bankruptcy. “The money is flowing back, but it’s not like an open spigot,” said **Rob Hernandez**, deputy administrator of Broward County, Florida, where property-tax revenue is set to rise 7 percent this fiscal year, though it remains below earlier peaks. “It’s trickling in.”

Some localities that were hit hardest in the real-estate collapse, such as Clark County, Nevada, haven’t yet rebounded but forecast improvement in the next fiscal year. Property-tax collections nationally rose to \$182.8 billion during the last three months of 2013, when much of the money is due, according to a U.S. Census estimate last month. That topped the previous peak four years earlier, before the decline in housing values reduced revenue.

“With cities having increased real-estate tax collections, it will really improve their bottom lines,” said Brooks Rainwater, a director of research for the National League of Cities in Washington.

The financial recovery is easing the risk of credit-rating cuts for local governments, which could increase prices by pushing down yields as a result of less risk. Bonds from local government issuers have gained 5.34 percent this year through April 16, outpacing the broad market’s 4.86 percent advance, Bank of America Merrill Lynch data show. It would be the first time since 2008 that debt from cities, counties and townships have outpaced all securities in the \$3.7 trillion market. Property taxes have taken longer to rebound than other types of levies, prolonging the effects of the 18-month recession that ended in 2009. It can take more than a year for tax bills to catch up with changes in home values. Some state laws limit annual property-tax increases.

In Nashville and Davidson County, Tennessee, property tax revenue rose 13 percent in the 2013 budget year compared with 2012. With revenue hitting \$891 million, the government rebuilt fire stations and started work on a police station.

In Houston, where property tax collections are up more than \$100 million from the 2011 low, the city is putting more into its libraries and parks and has begun adding to its workforce. “We’re clearly headed in the right direction,” said Houston Controller Ronald Green.

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

In Washington, property-tax collections in the year that ended in September rose about 5 percent from the year before to \$1.9 billion. The city is spending more on schools and affordable housing. San Jose, in the heart of Silicon Valley, is using the extra cash mostly to cover rising costs for employee health care and pensions. Property-tax collections are set to rise 8.1 percent for the year ending in June to about \$222 million, above the previous peak of \$210 million in 2009. “We were able to stop the bleeding,” said San Jose Mayor Chuck Reed. “The real-estate market will help us not have to cut services, but it is not strong enough to give us enough revenues to overcome these increasing costs.”

Local governments remain hesitant to hire after cutting jobs from mid-2008 through March 2013, according to the U.S. Labor Department. Since then, local governments, which employ about 14 million people, have added 57,000 workers. “Property values are rebounding to a degree and fairly robustly in some locations, but the effect of that on the fiscal circumstances in many cities is not as salutary as we would like,” said Steven Kreisberg, the director of collective bargaining for the American Federation of State, County and Municipal Employees, which represents more than 1.6 million government workers and retirees.

Since March 2013, property values have risen by more than 10 percent each month from a year before, according the S&P/Case-Shiller index of property values in 20 U.S. cities. Nevada’s Clark County has a backlog of projects awaiting funding, said Commissioner Steve Sisolak. The county’s property-tax collections during the year beginning in July are forecast to rise for the first time since 2009, though gains will be limited by state caps on how much they can increase. “The county’s turning a corner,” Sisolak said. “You fall off a cliff fairly quickly, and it takes you a while to climb back out.”

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Broward New Times
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team Author: Chris Joseph

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around \$70 million, claiming that they had been losing \$20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for \$80 million or more.

The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft.

Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking \$4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute \$500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth \$80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits."

County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for \$240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of \$12 million for the 2011-12 season and were worth \$170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

US Fed News (USA)
August 11, 2013

BROWARD COUNTY NAMES NEW DEPUTY COUNTY ADMINISTRATOR

Author: Staff

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008.

As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community."

Hernandez has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

McClatchy-Tribune Regional News (USA)
February 6, 2013

BRIEF: Coral Springs offers incentive to company

Author: Lisa J. Huriash

Feb. 06--CORAL SPRINGS -- -- Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive \$540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of \$54,000, city commissioners agreed Tuesday to allow \$825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to consider building new city hall

Author: Lisa J. Huriash

Dec. 13--CORAL SPRINGS -- City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now."

City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated \$25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride."

"That's depressing," Bruck said.

Hernandez also said the current building is expensive to keep up, with \$1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent \$22 million on its new building and Wellington built its new building last year for \$10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than \$20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)
November 4, 2011

Southside: Deputy manager leaves Fulton for Florida post
South Fulton, Clayton, Fayette, Henry
Author: Johnny Edwards

Rob Hernandez, deputy county manager over unincorporated south Fulton's special services district, has resigned. He has taken a job as deputy city manager for Coral Springs, Fla., and his last day in Fulton will be today. **Hernandez** worked in Fulton for three years and previously worked with County Manager Zachary Williams in Broward County, Fla., where Coral Springs is. He was instrumental in the opening of the Wolf Creek Amphitheater, upgrading courthouse security and the reorganization of emergency services, among other things.

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)
May 25, 2011

ILLEGAL DUMPING

Putting the brakes on tire dumping

It's no easy task as illegal activity stealthily spreads across state.

Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said.

And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist.

In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said,

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(Note: This research will be presented in reverse chronological order)

"and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to."

Last summer, the Fulton County health department spent \$23,000 on a tire drive that netted 2,100 tires. The public works department pays \$50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges \$2 per tire, but has to pay the recycler \$1 for each, cutting into the profit. An illegal carrier might charge \$1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a \$1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal

Number of scrap tires generated in Georgia annually: 10 million

Number of those that are disposed of illegally: 1.5 million

Fulton public works department's expense each year for tire disposal: \$50,000

State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: \$1

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)

May 16, 2011

YOUR TAX DOLLARS

Grumbling greets amphitheater

Supporters see boon for south Fulton; opponents question use of funds.

Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts.

Fulton County Commissioner William "Bill" Edwards, who has championed the \$6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the \$6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted.

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(Note: This research will be presented in reverse chronological order)

Edwards also brought up that the county spent \$1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time.

Gary Bongiovanni, editor-in-chief of Pollstar Magazine, said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said.

Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Mannhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)

January 22, 2011

**Fulton hikes club fees despite suit
Judge declared adult ordinance invalid after free speech dispute.
Strip joints' attorneys debating next step.**

Author: *Johnny Edwards, Staff*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional.

With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra \$303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages.

"I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end."

Rob Hernandez, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said.

"There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue.

The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court.

In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police,

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand.

"Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from \$6,000 to \$6,400 and annual license renewal from \$4,000 to \$4,300. Employee permits will rise from \$300 to \$325, permit renewals from \$50 to \$100, employee background checks from \$50 to \$55 and fire inspections from \$30 to \$75. The increases are expected to generate an additional \$11,590 per year.

Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge \$4,000 to renew a license, much less \$4,300.

"I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city.

As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation.

North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)

May 17, 2010

County targets image change

Campaign is to clean up Fulton Industrial.

Code enforcers, police start out cracking down on boulevard's motels.

Author: *Steve Visse, Staff*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate.

"We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes."

To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer.

"We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there."

At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said.

Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off.

"It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Rob Hernandez.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride.

Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded.

Last month, the county used the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow \$26 million from a federal bond program and give employers a \$3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A \$100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton.

"We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet.

With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security.

Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)

October 9, 2008

Fulton begins taking steps to aid 911 center

Author: *D.L. BENNETT, Staff*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2.

Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Atlanta Journal-Constitution, The (GA)

October 5, 2008

Not enough workers and a lot of slack

Author: *HEATHER VOGELL, D.L. BENNETT, Staff*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before.

Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner.

Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March 2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly \$1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article.

32 emergency calls delayed. Six of those calls were delayed more than 20 minutes.* 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.

* Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

Sun Sentinel - Fort Lauderdale
April 29, 1997

CONDITIONS FOR PLANNED SHELTER DON'T ALLAY FEARS

Author: ROBIN BENEDICK

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a \$7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise \$3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues.

The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard. City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people.

"The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services.

With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to address a growing problem that could get worse under new federal and state welfare reforms.

Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

**Internet Research
Roberto Hernandez**

(Note: This research will be presented in reverse chronological order)

Sun Sentinel - Fort Lauderdale

March 13, 1994

**NEW REFUGEES LIKE BROWARD CUBAN IMMIGRANTS FIND MORE
OPPORTUNITIES, LESS CONGESTION**

Author: LYDA LONGA

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County.

His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez**, executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward}," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Internet Research Roberto Hernandez

(Note: This research will be presented in reverse chronological order)

Sun Sentinel - Fort Lauderdale
February 22, 1994

PLANNED CENTER MAY HELP ELDERLY HISPANICS

Author: LYDA LONGA

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to. When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a \$100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema Hernandez, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," Hernandez said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Sadie Lowry
Colin Baenziger & Associates

Appendix D

Sample Survey ***Savannah City Manager Quality Survey***

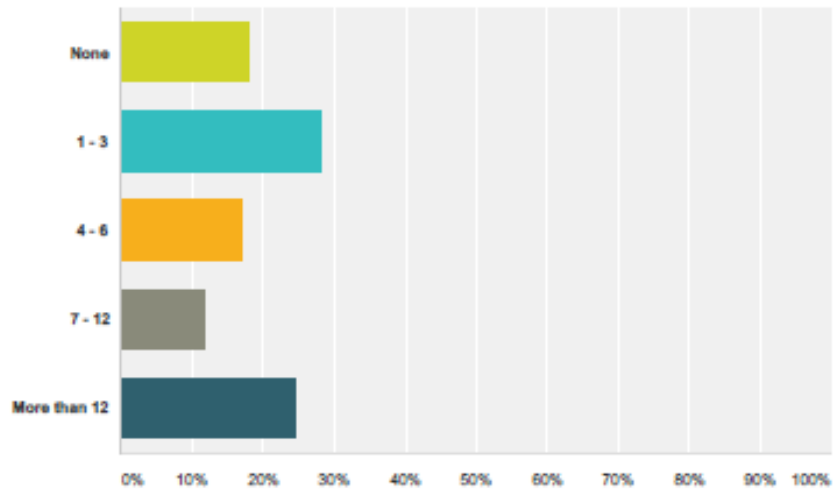
Sample City Manager Quality Survey

Savannah City Manager Quality Survey

SurveyMonkey

Q1 During the past three years, how often have you attended or viewed a city council or city commission meeting (select only one)

Answered: 449 Skipped: 1



Answer Choices	Responses
None	18.26% 82
1 - 3	28.29% 127
4 - 6	16.93% 76
7 - 12	11.80% 53
More than 12	24.72% 111
Total	449

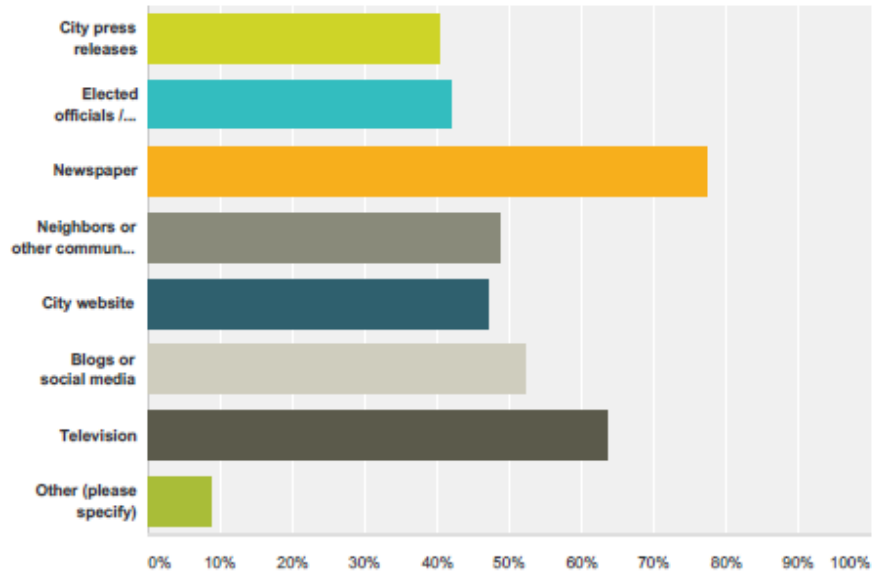
Sample City Manager Quality Survey (continued)

Savannah City Manager Quality Survey

SurveyMonkey

Q2 How do you keep informed of City issues and concerns (select all that apply)

Answered: 450 Skipped: 0



Answer Choices	Responses	
City press releases	40.22%	181
Elected officials / city staff	42.00%	189
Newspaper	77.56%	349
Neighbors or other community members	48.67%	219
City website	47.11%	212
Blogs or social media	52.22%	235
Television	63.78%	287
Other (please specify)	8.67%	39
Total Respondents: 450		

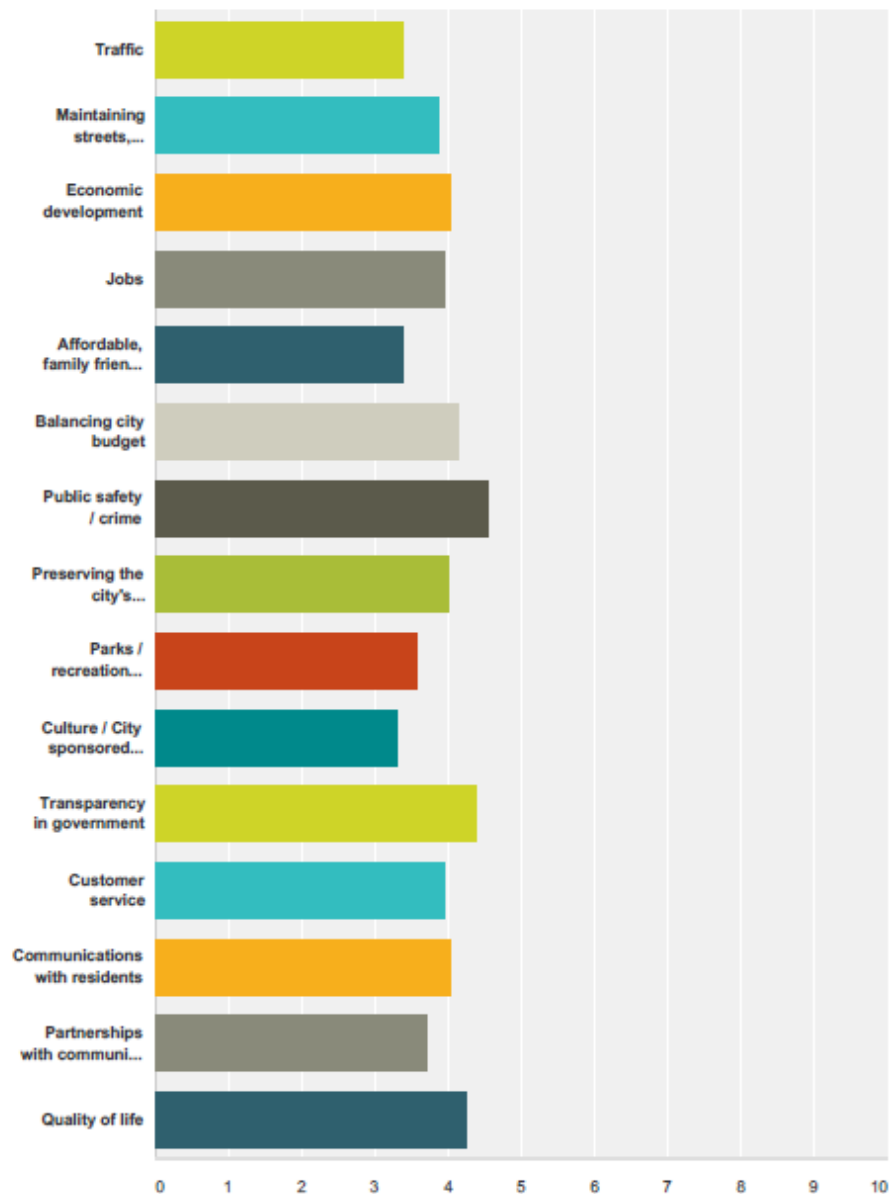
Sample City Manager Quality Survey (continued)

Savannah City Manager Quality Survey

SurveyMonkey

Q3 Please rank each of the following issues that the City Manager should address (5 being the most important and 1 as not important)

Answered: 448 Skipped: 2



Sample City Manager Quality Survey (continued)

Savannah City Manager Quality Survey							SurveyMonkey	
Traffic	6.59% 28	12.47% 53	35.06% 149	24.00% 102	21.41% 91	0.47% 2	425	3.41
Maintaining streets, buildings, and other public facilities	2.30% 10	7.36% 32	23.22% 101	33.79% 147	32.64% 142	0.69% 3	435	3.88
Economic development	6.19% 27	6.42% 28	13.76% 60	22.25% 97	48.85% 213	2.52% 11	436	4.04
Jobs	5.61% 24	7.71% 33	16.82% 72	22.66% 97	44.86% 192	2.34% 10	428	3.96
Affordable, family friendly housing	10.39% 45	13.39% 58	28.41% 123	19.40% 84	27.48% 119	0.92% 4	433	3.41
Balancing city budget	3.63% 16	5.22% 23	13.83% 61	27.89% 123	47.62% 210	1.81% 8	441	4.13
Public safety / crime	3.83% 17	2.03% 9	5.63% 25	10.36% 46	74.77% 332	3.38% 15	444	4.55
Preserving the city's character	5.68% 25	5.68% 25	17.50% 77	23.41% 103	46.36% 204	1.36% 6	440	4.00
Parks / recreation programs	3.90% 17	7.57% 33	33.94% 148	32.11% 140	21.56% 94	0.92% 4	436	3.60
Culture / City sponsored events	7.74% 34	12.98% 57	35.99% 158	28.02% 123	14.81% 65	0.46% 2	439	3.29
Transparency in government	3.61% 16	2.71% 12	10.84% 48	14.67% 65	65.24% 289	2.93% 13	443	4.39
Customer service	4.52% 20	6.79% 30	20.59% 91	24.89% 110	42.31% 187	0.90% 4	442	3.95
Communications with residents	4.31% 19	4.76% 21	18.37% 81	26.53% 117	44.90% 198	1.13% 5	441	4.04
Partnerships with community / schools / business	8.18% 36	8.41% 37	22.50% 99	24.32% 107	35.68% 157	0.91% 4	440	3.72
Quality of life	4.56% 20	2.96% 13	12.07% 53	20.96% 92	56.72% 249	2.73% 12	439	4.26

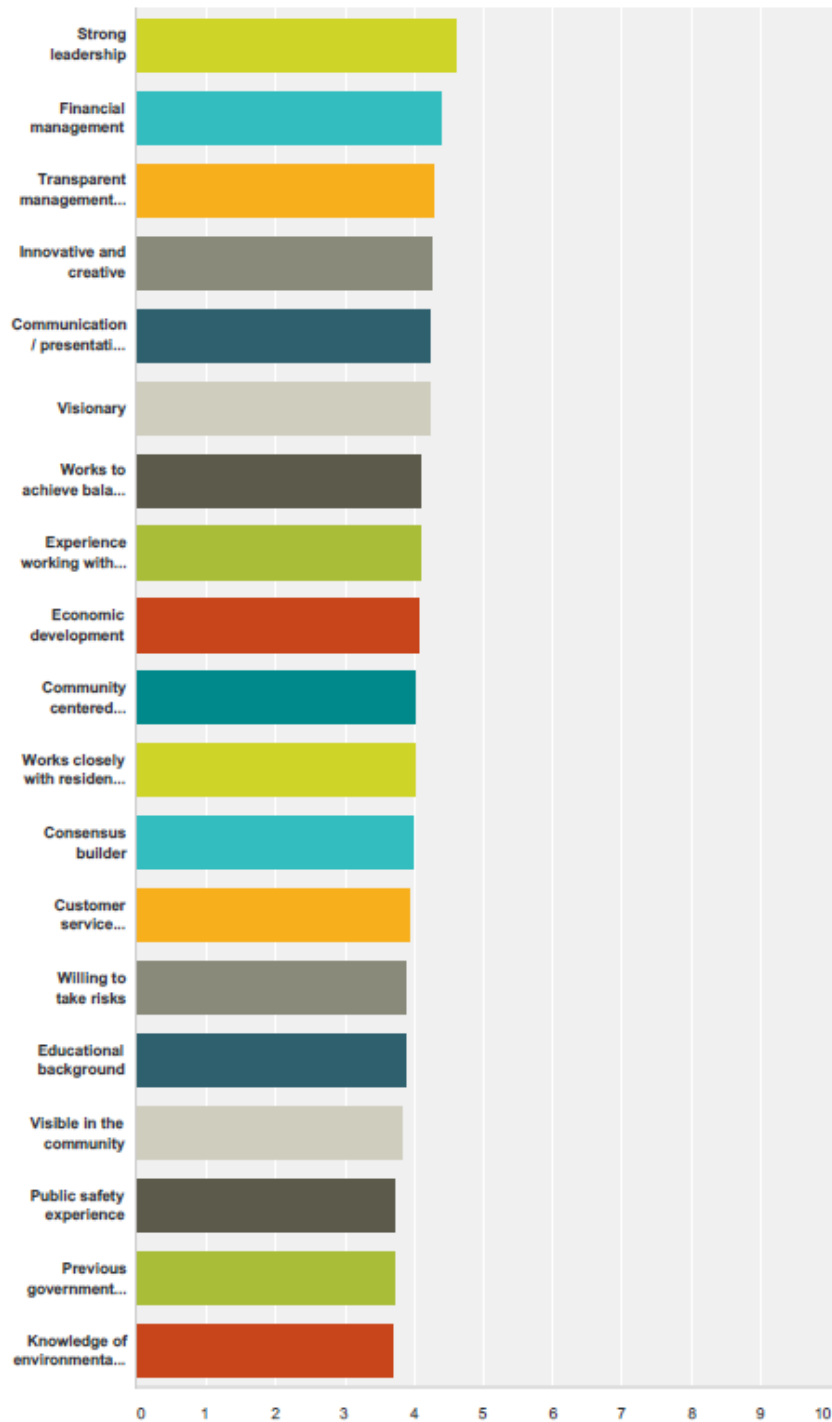
Sample City Manager Quality Survey (continued)

Savannah City Manager Quality Survey

SurveyMonkey

Q4 Please rank each of the following skills the next City Manager should have (5 being the most important and 1 as not important)

Answered: 449 Skipped: 1



Sample City Manager Quality Survey (continued)

Savannah City Manager Quality Survey

SurveyMonkey

	1	2	3	4	5	N/A	Total	Weighted Average
Strong leadership	4.51% 20	1.13% 5	3.39% 15	10.61% 47	79.01% 350	1.35% 6	443	4.61
Financial management	3.38% 15	3.15% 14	8.33% 37	20.72% 92	63.06% 280	1.35% 6	444	4.39
Transparent management style	3.83% 17	2.25% 10	13.06% 58	20.50% 91	58.78% 261	1.58% 7	444	4.30
Innovative and creative	4.10% 18	2.28% 10	14.81% 65	20.27% 89	57.86% 254	0.68% 3	439	4.26
Communication / presentation skills	3.62% 16	3.39% 15	13.12% 58	25.57% 113	53.62% 237	0.68% 3	442	4.23
Visionary	5.22% 23	2.95% 13	12.70% 56	20.63% 91	57.37% 253	1.13% 5	441	4.23
Works to achieve balance among all community interests: residents, businesses and developers	2.95% 13	6.35% 28	15.19% 67	26.98% 119	47.39% 209	1.13% 5	441	4.11
Experience working with diverse communities	6.07% 27	5.39% 24	14.16% 63	21.12% 94	52.36% 233	0.90% 4	445	4.09
Economic development	4.57% 20	5.25% 23	14.16% 62	28.54% 125	45.89% 201	1.60% 7	438	4.06
Community centered approach	4.78% 21	5.01% 22	17.31% 76	27.56% 121	44.65% 196	0.68% 3	439	4.03
Works closely with residents and seeks their viewpoint	4.08% 18	4.31% 19	17.46% 77	31.75% 140	41.72% 184	0.68% 3	441	4.03
Consensus builder	4.31% 19	6.12% 27	20.63% 91	24.04% 106	43.54% 192	1.36% 6	441	3.96
Customer service orientation	5.24% 23	5.92% 26	18.00% 79	28.93% 127	41.00% 180	0.91% 4	439	3.95
Willing to take risks	5.25% 23	5.02% 22	23.74% 104	26.26% 115	38.81% 170	0.91% 4	438	3.89
Educational background	3.64% 16	7.05% 31	22.95% 101	27.05% 119	37.27% 164	2.05% 9	440	3.89
Visible in the community	4.58% 20	7.09% 31	24.71% 108	26.32% 115	36.61% 160	0.69% 3	437	3.84
Public safety experience	4.49% 20	8.31% 37	26.97% 120	27.42% 122	31.69% 141	1.12% 5	445	3.74
Previous government experience	8.07% 36	7.17% 32	24.22% 108	23.54% 105	35.43% 158	1.57% 7	446	3.72
Knowledge of environmental issues	7.06% 31	8.43% 37	25.28% 111	24.83% 109	33.26% 146	1.14% 5	439	3.70

Sample City Manager Quality Survey (continued)

Savannah City Manager Quality Survey

SurveyMonkey

Q5 Is there anything else you want to share about what you would like to see in our next City Manager?

Answered: 230 Skipped: 220

Put the NEEDS of residents of the City of Savannah FIRST! Before the tourists, the business developers, etc.
A dedication to addressing the gun violence in our city.
More visibility to the community as a whole including the unincorporated areas, not just to specific groups.
Interest in building a bike and pedestrian friendly city.
A major interest in the environment and sustainability of it.
A familiarity with and support for Complete Streets.
Good working relationship with citizens and police. Ability to work to preserve neighborhoods. Savannah is not just for tourists!
Highly ethical business practices. High moral values and integrity. Verifiable track record of previous accomplishments in government or business.
Increasing mobility using plans like "Complete Streets". Making public transportation available for all in getting around the city (shuttles); making it safe for biking; better recycling agenda (they're composting in San Francisco these days).
I'd like to see the City Manager riding his bike to work or walking to work and incorporate a plan to always include sidewalks and bike paths in infrastructure for existing and especially for new development.
Someone who will place traffic calming and safe streets as a top priority. We have virtually no traffic enforcement (60 mph on E 52nd, my street, is not uncommon and there is NO police enforcement).
We need to start making Savannah A Bike City friendly and make better changes for cyclists safety , so that we won't have another horrible accident like on BRAG again.
Commitment to transportation issues in traffic calming through downtown for pedestrians, bicycles, cars (speeding) and public transportation. Too many accidents, by any of these modes of transportation, are completely avoidable or at least able to be lessened by enforcement of existing laws or the development of prevention measures.
Focus on the planning, development and maintenance of complete streets.
Previous experience in a city with similar challenges would be ideal, along with a demonstrated ability to manage large public projects from start to finish.
He or she must be someone the city staff will respect and find good to work for. I guess this is having the skills that most employees like to see in their employer. The new City Manager should also have skills in delegating responsibility and giving credit to others for their successes.

*16 samples responses from the 230 received.

Appendix E

***St. Johns County, FL Resolution Thanking
CB&A for Its Outstanding Service***

RESOLUTION NO. 2007-23

**A RESOLUTION OF THE COUNTY COMMISSION
OF ST. JOHNS COUNTY, FLORIDA, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING EFFORTS IN CONDUCTING THE
EXECUTIVE SEARCH FOR THE COUNTY'S NEW
ADMINISTRATOR; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

**NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF
ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

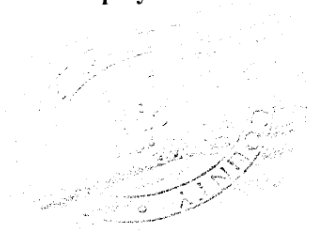
ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Pam Halterman
Deputy Clerk

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07



Appendix F

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach

March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

<http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218>



**PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES
FOR TOWN MANAGER FOR BAY HARBOR ISLANDS, FL**

Volume I: Proposal

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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March 12, 2020

The Honorable Mayor Stephanie Bruder, Vice Mayor Joshua D. Fuller, and Council Members
Kelly Reid, Jordan W. Leonard, Isaac Salver, Elizabeth Tricoche, and Robert H. Yaffe
Attn: Jenice Rosado, Human Resources Manager
Jrosado@bayharborislands-fl.gov
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL

The Honorable Mayor Bruder, Vice Mayor Fuller, and Council Members Reid, Leonard, Salver,
Tricoche, and Yaffe:

Colin Baenziger & Associates (CB&A) would like to take this opportunity to submit a proposal to assist in finding your next Town Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested nationwide and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 113 of the last 165 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a great fit for you and your community. As a result, we only take a few clients at a time and focus on completing the assignment in an exemplary manner. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. We also offer one of the better warranties in the industry.

Not only do we offer unparalleled service at a reasonable price, we focus on finding just the right people for your organization. We say people, and not person, because our goal is to bring you five finalists who are so good that you will have a difficult time choosing among them. The proof is in the fact that six of our local government clients have passed resolutions thanking us for our outstanding efforts in finding their key staff. We do not know how often you have passed a resolution thanking a consulting firm for its efforts, but we have rarely seen it happen. Our goal, in fact, would be for you to be our next client to pass such a resolution.

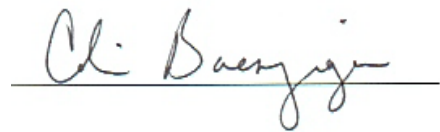
Some of our Florida searches include City Managers for Aventura, Cooper City, Dania Beach, Destin, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Key Biscayne, Madeira Beach, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palm Coast, St. Pete Beach, Stuart, Tavares, and Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also sought the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia), County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers for Brighton, CO, Cape Coral, FL, Doraville, GA, Montverde, FL and Winchester, VA, a City Attorney for Lawton, OK, a Finance Director for Gainesville, FL, Public Works Administrator for Renton, WA, and a General Manager for the Des Moines (IA) Water Works.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with offices in Redmond, WA. As a sole proprietorship, we are not registered with any states as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Our work is not done until you are satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our fee or in our action plan. When we do so, we do not ask for more than the originally quoted price. Rather, we accept these situations as part of our cost of doing business. We are your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget, regardless of the circumstances.

Since beginning our search practice in 1998, we have conducted searches and other related work for clients in thirty-two states. Overall, our staff has performed over 170 City, County, and Special District Manager searches and approximately 300 local government searches. The basic approach outlined herein has been refined over the years to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 22 years. The model has proven to be extremely effective in wherever we have applied it. In fact, we are often called when a government has a particularly difficult position to fill or where one of our competitors has failed. Overall, we utilize approximately eighteen people.

Most staff members are independent contractors and are given assignments on a task order basis. Consequently, we can pay well while having a great deal of flexibility without the overhead of many firms.

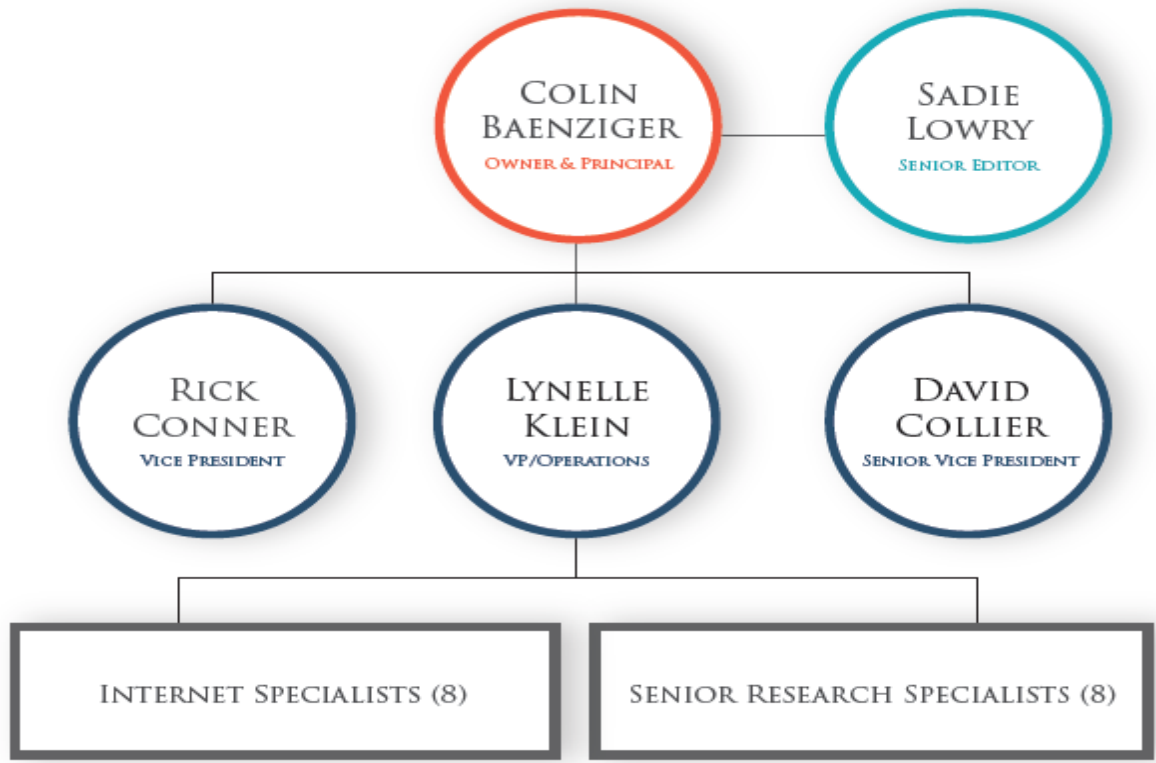
Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments in sixty to ninety days. Further, since CB&A began performing recruitments, ***it has never missed a project milestone.***

I. Qualifications and Experience of the Firm (continued)



Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the Town. The proof is that from the beginning of 2009, 29% of our placements have been females and/or minorities with the high in any given year being 47%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

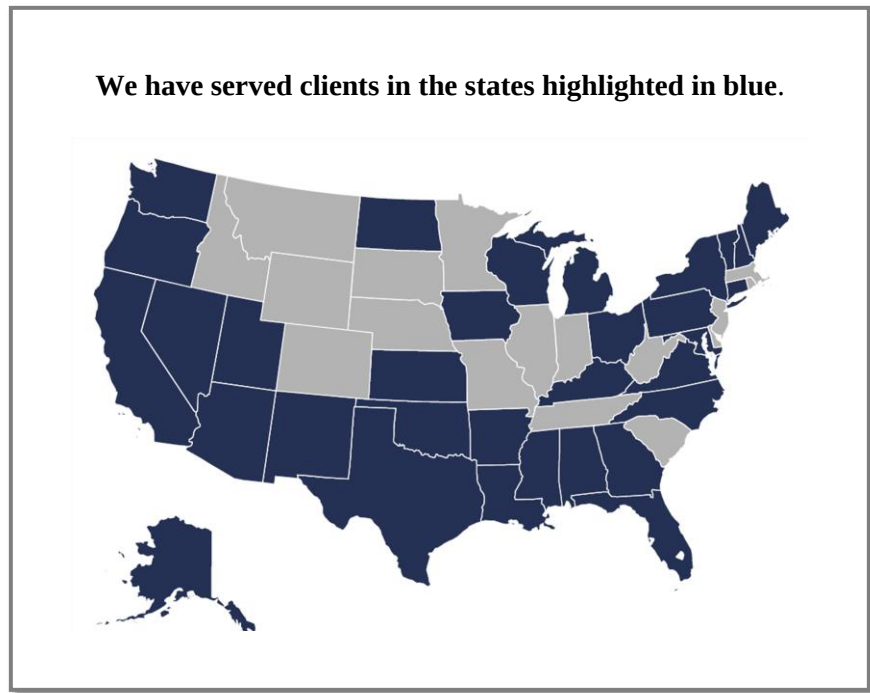
Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance. If required by the client, and if it is available to us, we will obtain these two coverages prior to contract execution.

I. Qualifications and Experience of the Firm *(continued)*

Overall Executive Search Experience

CB&A started its executive search business in 1998 from scratch. As a single father, he needed to stay nearby and so his goal was to become Florida's preeminent recruiter. In 2007 with his children mature, he branched out into other states. His firm has now worked in 32 states, from Maine to California and Florida to Alaska. See the map below.



A complete list of our searches can be supplied upon request.

I. Qualifications and Experience of the Firm (continued)

City / County Manager Searches for the past Five Years

2020 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Crescent City, FL	1,542	Michael Esposito	26

I. Qualifications and Experience of the Firm (continued)

2020 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Crescent City, FL	Brett Peterson	Mayor	(386) 698-2525	mayor@crescentcity-fl.com

I. Qualifications and Experience of the Firm (continued)

2019 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	County Manager	Clay County, FL	212,230	Howard Wanamaker	614
2	City Manager	Clewiston, FL	7,943	Randy Martin	94 FT / 39 PT
3	City Manager	Deerfield Beach, FL	80,863	Dave Santucci	673
4	City Manager	Gainesville, FL	133,857	Lee Feldman	1,300
5	City Manager	Opa-locka, FL	16,426	John Pate	152
6	City Manager	Panama City Beach, FL	14,338	Tony O'Rourke	300 FT / 29 PT
7	City Manager	St. Pete Beach, FL	9,647	Alex Rey	139
8	City Manager	Sammamish, WA	64,548	Rick Rudometkin	101
9	City Manager	Vero Beach, FL	16,919	Monte Falls	209

I. Qualifications and Experience of the Firm (continued)

2019 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Clay County, FL	Mike Cella	Commissioner	(904) 269-6394	mike.cella@claycountygov.com
2	Clewiston, FL	Mali Gardner	Mayor	(863) 983-1484	mali.gardner@clewiston-fl.gov
3	Deerfield Beach, FL	Bill Ganz	Mayor	(954) 816-1936	web.commission@Deerfield-Beach.com
4	Gainesville, FL	Lauren Poe	Mayor	352-334-5000	poelb@cityofgainesville.org
5	Opa-locka, FL	Matthew Pigatt	Mayor	(305) 953-2868	mpigatt@opalockafl.gov
6	Panama City Beach, FL	Mike Thomas	Mayor	(850) 233-5100	mthomas@pcb.gov
7	St. Pete Beach, FL	Alan Johnson	Mayor	(727) 543.2794	ajohnson@stpetebeach.org
8	Sammamish, WA	Ramiro Valderrama	Councilmember	(206) 247-4519	RValderrama-Aramayo@sammamish.us
9	Vero Beach, FL	Val Zudans	Mayor	(772) 978-4700	VZudans@covb.org

I. Qualifications and Experience of the Firm (continued)

2018 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Aventura, FL	37,724	Ronald Wasson	198
2	City Administrator	Dickinson, ND	22,186	Joseph Gaa	220
3	City Manager	Groveland, FL	12,493	Mike Hein	121
4	City Manager	Jacksonville Beach, FL	23,518	Mike Staffopoulos	343 FT / 134 PT
5	City Administrator	Lake Forest Park, WA	13,059	Phillip Hill	66
6	City Manager	Naples, FL	21,845	Charles Chapman	478.1
7	City Manager	North Topsail Beach, NC	734	Bryan Chadwick	34
8	City Manager	Sebastian, FL	24,772	Paul Carlisle	150
9	Township Manager	Spring Garden Township, FL	12,840	Marcy Krum-Tinsley	44
10	City Manager	Sunnyside, WA	16,407	Martin Casey	107

I. Qualifications and Experience of the Firm (continued)

2018 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Aventura, FL	Enid Weisman	Mayor	(305) 466-8900	eweisman@cityofaventura.com
2	Dickinson, ND	Scott Decker	Mayor	(701) 483-8620	Scott_Decker@ndsupernet.com
3	Groveland, FL	Mike Radzik	Council Member/Vice Mayor	(352) 557-3066	Mike.Radzik@groveland-fl.gov
4	Jacksonville Beach, FL	Charlie Latham	Mayor	(904) 247-6100	CLatham@jaxbchfl.net
5	Lake Forest Park, WA	Jeff Johnson	Mayor	(206) 368-5440	jjohnson@ci.lake-forest-park.wa.us
6	Naples, FL	Bill Barnett	Mayor	(239) 213-1000	mayorbill@naplesgov.com
7	North Topsail Beach, NC	Daniel Tuman	Mayor	(910) 328-2424	ntopsail@gmail.com
8	Sebastian, FL	Jim Hill	Mayor	(727) 224-5246	jhill@cityofsebastian.org
9	Spring Garden Township, PA	Thomas Warman	President	(717) 848-2858	twarman@sgtwp.org
10	Sunnyside, WA	Julia Hart	Mayor	(509) 836-6305	jhart@sunnyside-wa.gov

I. Qualifications and Experience of the Firm (continued)

2017 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Auburn, AL	58,582	James Buston	788
2	City Manager	Aventura, FL	37,724	Susan Grant	182 FT / 16 PT
3	City Manager	Burien, WA	50,500	Brian Wilson	63 FT / 8 PT
4	City Manager	Carnation, WA	1,873	Amy Arrington	12
5	City Manager	Doraville, GA	10,896	Regina Williams-Gates	97 FT / 14 PT
6	City Manager	Fairborn, OH	33,452	Robert Anderson	250
7	City Manager	Parkland, FL	28,200	Robert Payton	80 FT / 74 PT
8	City Manager	Petersburg, VA	32,123	Aretha Ferrell	511
9	City Manager	Roanoke, VA	98,465	Bob Cowell	1,700
10	City Manager	Stuart, FL	16,462	David Ross	282
11	City Manager	Tacoma, WA	205,200	Elizabeth Pauli	2,100
12	City Manager	Treasure Island, FL	6,783	Garrison Brumback	99
13	City Manager	Winter Haven, FL	36,500	Michael Herr	486

I. Qualifications and Experience of the Firm (continued)

2017 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Auburn, AL	Bill Ham	Mayor	(334) 559-8804	bham@auburnalabama.org
2	Aventura, FL	Enid Weisman	Mayor	(305) 466-8900	eweisman@cityofaventura.com
3	Burien, WA	Lucy Krakowiak	Mayor	(206) 244-1952	lucyk@burienwa.gov
4	Carnation, WA	Jim Berger	Mayor	(425) 333-4192	jim.berger@carnationwa.gov
5	Doraville, GA	Donna Pittman	Mayor	(770) 451-8745	donna.pittman@doravillega.us
6	Fairborn, OH	Dan Kirkpatrick	Mayor	(937) 673-4178	dan.kirkpatrick@ci.fairborn.oh.us
7	Parkland, FL	Christine Hunschofsky	Mayor	(954) 993-3009	chunschofsky@cityofparkland.org
8	Petersburg, VA	Samuel Parham	Mayor	(804) 586-5528	sparham@petersburg-va.org
9	Roanoke, VA	Sherman Lea	Mayor	(540) 853-2444	sherman.lea@roanokeva.gov
10	Stuart, FL	Troy McDonald	Mayor	(772) 288-5300	TMcdonald@ci.stuart.fl.us
11	Tacoma, WA	Marilyn Strickland	Mayor	(253) 468-2518	marilyn.strickland@cityoftacoma.org
12	Treasure Island, FL	Robert “Bob” Minning	Mayor	(727) 415-8883	rminning@mytreasureisland.org
13	Winter Haven, FL	Steven Hunnicutt	Mayor	(863) 289-9971	smhunnicutt@mywinterhaven.com

I. Qualifications and Experience of the Firm (continued)

2016 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Cocoa Beach, FL	11,200	James McKnight	250
2	City Manager	Covington, VA	5,961	Richard Douglas	100
3	City Manager	Danville, VA	42,900	Ken Larking	1,100
4	Chief Administrator	El Paso, County, TX	827,700	Betsy Keller	480 under the Administrator
5	City Manager	Fort Myers, FL	70,918	Saeed Kazemi	944
6	City Administrator	Fort Smith, AR	87,350	Carl Geffkin	937
7	City Manager	Gainesville, FL	117,000	Anthony Lyons	1,300
8	City Manager	Mountlake Terrace	20,200	Scott Hugill	150
9	City Manager	Norwich, CT	40,500	John Salomone	430
10	City Manager	Orange City, FL	11,600	Dale Arrington	100
11	City Manager	Port St. Lucie, FL	178,590	Russ Blackburn	1,000
12	City Administrator	Prosser, WA	5,845	David Stockdale	50
13	City Manager	Savannah, GA	144,350	Roberto Hernandez	2,610
14	Township Manager	Springettsbury Township, PA	26,700	Benjamin Marchant	100

I. Qualifications and Experience of the Firm (continued)

2016 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Cocoa Beach, FL	Laurie Kalaghchy	City Clerk	(321) 868-3235	lkalaghchy@cityofcocoabeach.com
2	Covington, VA	Thomas Sibold	Mayor	(540) 958-8983	tomsibold@yahoo.com
3	Danville, VA	Sherman Saunders	Mayor	(434) 489-8738	sherman.saunders@danvilleva.gov
4	El Paso County, TX	Carlos Leon	Commissioner	(915) 546-2014	mmejia@epcounty.com
5	Fort Myers, FL	Randall Henderson	Mayor	(239) 321-7020	gpack@cityftmyers.com
6	Fort Smith, AR	Sandy Sanders	Mayor	(479) 784-2204	Mayor@fortsmithar.gov
7	Gainesville, FL	Todd Chase	Council Member	(352) 514-0168	chasetn@cityofgainesville.org
8	Mountlake Terrace, WA	Rick Ryan	Mayor Pro Tem	(206) 940-0108	RRyan@ci.mlt.wa.us
9	Norwich, CT	Deberey Hinchey	Mayor	(860) 823-3743	DHinchey@cityofnorwich.org
10	Orange City, FL	Tom Laputka	Mayor	(386) 775-5403	tlaputka@ourorangecity.com
11	Port St. Lucie, FL	Greg Orevac	Mayor	(772) 342-6072	mayor@cityofpsl.com
12	Prosser, WA	Randy Taylor	Mayor	(509) 875-4367	RTaylor@ci.prosser.wa.us
13	Savannah, GA	Eddie DeLoach	Mayor	(912) 210-1722	edeloach@savannahga.gov
14	Springettsbury Township, PA	Mark Swomley	Board Chair	(717) 805-3093	mark.swomley@springettsbury.com

II. Proposed Work Plan

The following search methodology has been refined over the past twenty-two years and now is virtually foolproof. We will integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

Phase I: Information Gathering and Needs Assessment

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. In order to do this, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction's website and other sources.,
- Interview the Council, other key parties (such as Town staff) and stakeholders (such as community groups, business owners, residents, government officials and property owners). Our goal is to develop a strong sense of your organization, its leadership, its short and long term expectations, and its challenges,
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the Council Members and stakeholders consider important), and
- Determine a reasonable compensation package.

Our searches generally take 60 to 90 days. At this point in the process, we will also finalize the timeline with the Town so candidates can mark their calendars well in advance and will be available when the Town wishes to conduct the interviews.

If the Town wishes, we routinely incorporate meetings with other stakeholders (such as the business community, the non-profit community, Town staff and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey. These forums and surveys are valuable as they provide additional perspectives and a better understanding of the environment and the wants/needs of the community that the employee will be working in. An example of an online survey is included as Appendix D.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile. We will provide our draft for your review and comment. We will then meet with the Council Members to discuss the results of our interviews and the resulting recruitment profile. Your suggestions will be incorporated, and the final document prepared. A sample of our work is included as Appendix B. Other samples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

II. Proposed Work Plan (Continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for this position. We say people, and not person, because our goal is to bring you six to ten excellent semi-finalists, all of whom will do the job extraordinarily well and who are so good you will have a difficult time choosing among them. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished. We also use LinkedIn as a source of candidates.
- **Advertising:** While we will seek out the best, we will not ignore the trade press which sometimes yields strong candidates. We would contact the members of organizations such as the International City/County Management Association, Florida League of Cities, and the Florida City and County Management Association. We will also post it on our Website, www.cb-asso.com. We do not use local, newspapers, national newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates we are seeking. If the Town wants to have ads placed in local newspapers, national newspapers and/or generic websites, it will need to bear the cost.
- **Email:** We will also e-mail the recruitment profile to our listserv of over thirteen thousand managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from sixty to one hundred applicants. We will narrow the field as described above and present information on candidates to the Council. This process requires a mixture of in-depth research and subjective evaluation. Our process is as follows.

It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the Town and the community. Typically, forty percent of our finalists are women and/or minorities.

II. Proposed Work Plan *(Continued)*

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen high quality candidates.

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

Step Three. Prepare a Report. We will prepare a written report summarizing the Results of the Recruitment and the top seven to ten candidates. We will forward our report to the Council.

Step Four. Evaluate the Best Candidates. We will develop materials and background investigations for the to five to six candidates. For those that remain in consideration, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to prepare a written introduction to themselves as part of their preliminary background checks. This is done for several reasons. First, it allows the candidates to tell their own story and balance the negativity that is so often characteristic of the press. It also allows the Town to evaluate the candidates written and communicative skills.
- **Candidate Disclosure Statement:** We will ask candidates if there is anything controversial in their background that we should be made aware of prior to further consideration. While it is unlikely that we find anything not previously publicized in the press, we believe redundant checks offer superior security for our client.
- **Interviews of References:** We tell the candidate with whom we wish to speak. These include current and former Council Members, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to ten people and prepare a written summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit.

Search the Internet and Newspaper Archives: Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the

II. Proposed Work Plan (Continued)

governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. This step is conducted in order to quickly discover candidates with problems in their backgrounds and eliminate them.

- **Verification of Education:** We also verify claimed educational degrees to assure the candidate is being totally forthright.
- **Verification of Work History:** We verify employment for the past fifteen years.

The goal in conducting these checks is to develop a clear picture of the candidates and to determine which best meet the criteria established in Phase I. Each of the avenues we pursue adds a piece of the puzzle. We will crosscheck sources, search for discrepancies, and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the situation reported to the Town, with the Town's concurrence, the candidate will be dropped from further consideration.

Note: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

For the selected candidates, CB&A will compile the information we have developed into a complete written report for each recommended candidate. Specifically, this information will include: the candidates' resumes, introductions, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. The preceding information will be forwarded to you *electronically*.

Task Six: Finalist Selection

Approximately a week after the Town has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and make a final determination concerning who will be invited to interview. The Town will then select four to six candidates to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. We will also provide them with information concerning the interviews and travel if necessary.

II. Proposed Work Plan (Continued)

CB&A will inform those not selected of their status. Part of the notification will include advice concerning the candidates' resume and/or cover letter so, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Phase IV: Coordinate the Interview Process and Town Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an interview/assessment process for the Town's review including means to evaluate the candidates' communication skills, interpersonal skills, and decision-making skills. As part of the process, we will recommend the Town Council observe the finalists in a number of settings. We will also recommend you invite the finalists' spouses, so they can spend time in and evaluate your community.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident.

Later, that evening, the Council hosts a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. Your next Town Manager will, after all, represent your local government in numerous venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an icebreaker whereby the Council Members and the candidates get to know one another informally.

Day #2: Beginning at approximately 8:00 a.m., the Council as a group will interview each candidate one at a time for approximately an hour. Part of the interviews may include a PowerPoint presentation, so the Council can observe the candidates' presentational skills.

At approximately 1:30 p.m., each candidate will interview individually with each elected official for approximately 30 minutes. These meetings provide the Council Members with an opportunity to assess how the candidates might interact with them on an individual basis. It is very important to know if good chemistry exists. Ultimately, Managers succeed and fail based on their interaction with the Council and the one-on-one interviews are an excellent way to test that interaction.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to the desired outcome.

Once the selection has been made, CB&A will immediately notify the finalists of their status via a telephone call. Candidates are eager to know, and we feel it is important to keep them informed.

II. Proposed Work Plan (Continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

We will then assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new Town Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

The Town's Obligations

The Town will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The Town will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals, and incidentals for the interview weekend.

The Town should also plan to provide the following information, if it is not available on the Town's website, to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, a copy of the Town Charter, any job descriptions and other materials defining the role and duties of the Town Manager, and any evaluations of the organization completed in the last year.

II. Proposed Work Plan (Continued)

Proposed Project Schedule

The following is the project schedule we suggest for this recruitment and one we could use for this recruitment. We realize the schedule may need to be adjusted to accommodate the Mayor and Council Members' availability.

Phase I: Needs Assessment / Information Gathering

- | | |
|--------------------------|---|
| March 26 th : | CB&A begins meeting with the Council Members and, if suggested, other stake holders to understand the job and its challenges. |
| April 2 nd : | CB&A submits the draft of the full recruitment profile to the Town for its review. |
| April 8 th : | Town provides comments on the recruitment profile. |

Phase II: Recruiting

- | | |
|--------------------------|---|
| April 10 th : | CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,700 local government professionals. |
| May 1 st : | Closing date for submission of applications. |
| May 6 th : | CB&A reports on the results of the recruitment. |

Phase III: Screening, Reference Checks and Credential Verification

- | | |
|------------------------|---|
| May 28 th : | CB&A forwards its reports and materials to the Town for the recommended candidates. These will include the candidates' resumes and introduction as well as the results of our reference, background and Internet/newspaper archives checks. |
| June 1 st : | Town selects finalists for interviews. |

Phase IV: Interview Process Coordination and Town Manager Selection

- | | |
|------------------------|--|
| June 8 th : | Town holds reception for the finalists. |
| June 9 th : | One-on-one and full Council interviews and decision. |

Phase V: Negotiation, Warranty & Continuing Assistance

- | | |
|-----------------|---|
| Post-Selection: | CB&A works with Town representatives and the selected candidate on an employment agreement. |
|-----------------|---|

Some of CB&A Clients...



Village of Bal Harbour, FL

Village Manager



City of Cape Canaveral, FL

City Manager



City of Clewiston, FL

City Manager



City of Fernandina Beach, FL

City Manager

III. Proposed Project Team

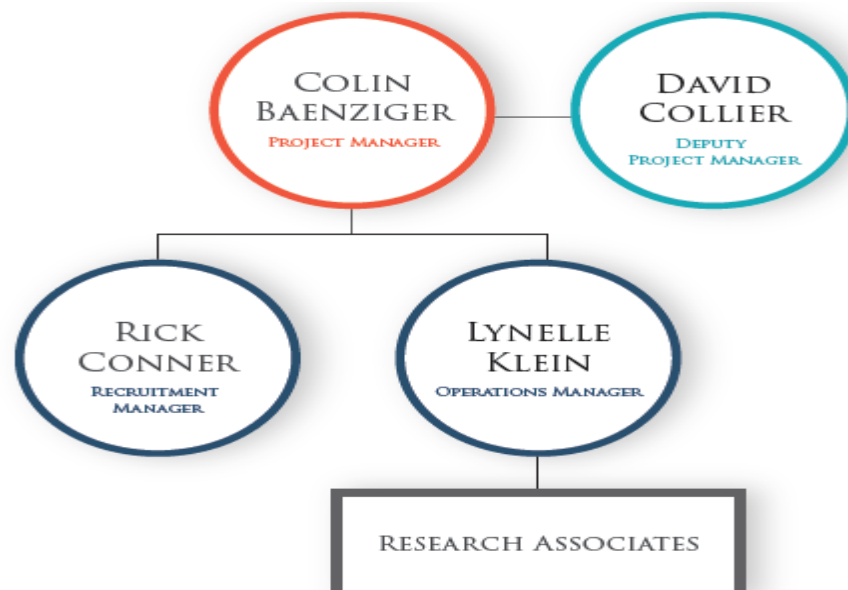
Project Team and Involvement

Colin Baenziger & Associates is an experienced recruiting firm which strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person—he will serve as your project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. In addition to twenty-two years as a consultant, Mr. Baenziger spent ten years in government as a senior manager. Overall, he has been the firm's Project Manager for more than one hundred and twenty-five city and county manager searches. Prior to starting CB&A, he spent over 20 years hiring key staff.

David Collier, senior vice president, will be the Deputy Project Manager and support for Mr. Baenziger. Mr. Collier will assist in virtually every aspect of the search effort but will focus on the search for strong candidates and candidate evaluation. Before joining CB&A as a recruiting in 2006, he had over 30 years of experience as a senior level local government manager in several states and in that capacity hired many key staff. He earned his Bachelor of Arts degree in economics and his master's degree in public administration from the American University in Washington, D.C. He is a past president of the Maryland City Managers Association and the Florida Association of County Administrators.

Rick Conner, vice president, will serve as the recruitment manager and assist with the identification and screening of candidates. He has over 30 years of in local government and in executive recruiting. He earned Bachelors of Science Degrees in Business Administration and Engineering from the University of Missouri. In his spare time, he invents scuba diving equipment and accessories.

Lynelle Klein, vice president for operations, will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach.



III. Proposed Project Team *(continued)*

Colin Baenziger, M.P.A.

Principal

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with many cities and counties on recruitments and on management, operational, and organizational issues. As a former manager and elected official, he understands what it takes to do the manager's job effectively. Furthermore, because he is active in a number of professional associations, he knows many of the nation's top managers on a first-name basis.



Some of Mr. Baenziger's searches for local governments include:

- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Bellevue, WA (population 122,400)
- City Manager, Fayetteville, NC (population 208,000)
- Village Manager, Key Biscayne, FL (population 11,000)
- Economic Development Director, Loudoun County, VA (population 326,000)
- Community Development Director, Miami, FL (population 373,000)
- Borough Manager, Matanuska-Susitna Borough, Alaska (population 88,000)
- City Manager, Mount Dora, FL (population 12,000)
- Town Manager, North Topsail Beach, NC (population 734)
- County Manager, Clackamas County, OR (population 380,000)
- City Manager, Palm Coast, FL (population 51,000)
- City Manager, Portland, ME (population 65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, Tacoma, WA (population 200,000)
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million)
- County Manager, Union County, NC (population 290,000)

Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.

III. Proposed Project Team *(continued)*

Dave Collier, M.P.A.

Senior Vice President

Before joining CB&A in 2006, Dave Collier spent over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.

One of Dave's specialties is executive search. With his many years of experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He has successfully conducted organizational reviews, team building sessions, and strategic planning workshops. Equally important in this day and age of the pressure to reduce taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.



Dave has worked on most of our searches, some of the more prominent being:

- County Manager, Brevard County, FL (population 536,000),
- City Manager, Coral Gables, FL (population 42,000),
- City Manager, Cape Canaveral, FL (population 10,200),
- City Manager, Dania Beach, FL (population 28,000),
- County Administrator, El Paso County, TX (827,700),
- City Manager, North Miami, FL (population 62,000),
- City Manager, Parkland, FL (population 30,177),
- City Manager, Scottsdale, AZ (population 217,400) in 2013
- City Manager, West Park, FL (population 12,000)
- Finance Director for Tamarac, FL (population 55,000), and
- Environmental Resources Director for St. Lucie County, FL.

While serving as City Manager of Stuart, Florida for 14 years, he improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building. He also used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers. Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his master's degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/ County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart's CRA Advisory Board and as a Director of Stuart's Main Street Association.

III. Proposed Project Team *(continued)*

Rick Conner, P.E.

Vice President

Rick Conner is a recent addition to CB&A's strong cadre of municipal operations experts. With over 30 years of management experience in local government, he has seen it all and done most of it. He possesses keen analytical skills and the ability to slice through critical issues. As a result, he is another outstanding weapon in the firm's arsenal of experts. His years in local government and his many licenses and certifications help him to judge talent quickly and effectively.



In addition to his experience as a City Manager, Rick's previous positions such as a Public Works Director, gives him an excellent perspective of the needs of local government operations and staffing.

Prior to joining Colin Baenziger & Associates in 2012, some of the top leadership positions that Rick has held include:

- City Manager of Sunny Isles Beach, FL,
- City Manager of Portland, TX,
- City Manager of Marble Falls, TX,
- Public Works Director of Nashville/Davidson County, TN, and
- Public Works Director of Bryan, TX.

While serving in these positions, Rick received national recognition for his Customer Service programs. Over his career, Mr. Conner has been involved in a variety of recruitments. Some of these include:

- City Manager, Cocoa Beach, FL (population 11,200),
- City Manager, Fayetteville, NC (population 208,000),
- City Manager, Gainesville, FL (population 117,000)
- City Manager, Sarasota, FL (population 55,000),
- City Manager, Treasure Island, FL (population 6,900),
- City Manager, Winter Haven, FL (population 37,900),
- Executive Director, Bartow (FL) Airport Authority,
- Chief Executive Officer/General Manager, Des Moines (IA) Water Works,
- General Manager, Island Water Authority, Sanibel, FL, and
- Utility Director, Panama City, FL (population 28,300)

Rick holds a Bachelor of Science in Business Administration and a Bachelor of Science in Civil Engineering from University of Missouri. He also worked towards master's Degrees in both Math and Civil Engineering before joining the work force. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas. In his spare time, Mr. Connor invents scuba diving equipment.

III. Proposed Project Team *(continued)*

Lynelle Klein

Vice President for Operations

Ms. Klein is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys, and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns and by finding creative ways to solve their problems. In her book, the client comes first.



Since beginning her working relationship with Colin Baenziger & Associates in 2010, Ms. Klein has been involved in virtually every executive search the firm has conducted.

Some of the more notable searches in which she has played a key role include:

- City Manager, Delray Beach, FL (64,100),
- City Manager, Doraville, GA (population 8,500),
- City Manager, Indianola, IA (population 14,800),
- Police Chief, Farmington, NM (population 45,000),
- City Manager, Leesburg, FL (population 21,000),
- City Manager, Mill Creek, WA (population 18,800),
- City Manager, Miramar, FL (population 122,000),
- City Manager, Norwich, CT (population 40,300),
- City Manager, Seminole, FL (17,800),
- City Manager and Finance Director Sunnyside, WA (population 16,000),
- City Manager, Winchester, VA (population 16,000),
- County Manager, Alachua County, FL (population 253,500),
- County Administrator, Clackamas County, OR (population 383,900),
- County Administrator, James City County, VA (population 70,500),
- County Manager, St. Lucie County, FL (population 283,900),
- County Administrator, York County, VA (population 66,300),
- County Attorney, Fulton County, GA (population 992,000),
- Director, Growth Management, Collier County, FL (population 340,000), and
- Solid Waste Director City of Tampa, FL (population 347,000).

Ms. Klein's prior employment was primarily in the private sector. For over 15 years she provided contract financial and administrative services to companies who did not require full time office staff. Some of her clientele included TLC Cabulance, Clear and Clean Pool Service, Elizabeth Fountain Interiors, a published author and a landscaping company. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in King County, WA.

More CB&A Clients...



City of Fruitland Park, FL

City Manager



City of Groveland, FL

***City Manager
Human Resource Director***



Village of North Palm Beach, FL

Village Manager



City of Orange Park, FL

City Manager

IV. References

City Manager, Fernandina Beach, FL (population 12,000)

Contact: Mayor John Miller at (904) 556-3209, or
jmiller@fbfl.org, or

CB&A was hired in late June 2015 to find the City's next **City Manager**. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the City to interview. The City selected *Dale Martin, formerly City Manager of Winchester, CT*, on September 23, 2015. Mr. Martin remains with the City.



City Manager, Fruitland Park, FL (population 4,000)

Contact: Commissioner Chris Bell at (352) 326-4291 or
cbell@fruitlandpark.org

CB&A was hired in mid-July 2013 to find Fruitland Park's next **City Manager**. Rick Conner, CB & A's Senior Vice President assumed the Interim City Manager role in order to assist the City, stabilize the situation, and coordinate the recruitment. The process was challenging, but through extensive outreach efforts, CB & A fielded an excellent group of high quality candidates for the position, performed background checks, coordinated the interview process, and assisted the City in selecting *Gary LaVenja, former City Manager of Maple Shade, NJ*. By all reports, the City is exceptionally pleased with the placements. Mr. LaVenja remains with the City.



Village Manager, Pinecrest, FL (population 19,400)

Contact: Former Mayor Cindy Lerner at (305) 992-3433, of
mayorlerner@gmail.com
City Clerk Guido Inguanzo at (305) 234-2121, or
clerk@pinecrest-fl.gov

In late April 2011, CB&A was hired to assist Pinecrest in finding its next Village Manager. We worked with a Citizen's Advisory Committee and sought out candidates from around the nation while, due to the Council's desire, focusing on candidates from Florida. The process included a public reception which was extremely well received by the elected officials and the public. Interviews were held on July 17th and 18th with *Ms. Yocelyn Galiano Gomez* being selected as the Village Manager on the 18th. Ms. Gomez was an internal candidate and the Assistant Village Manager. Ms. Gomez remains with the City.



IV. References (continued)

City Manager, Satellite Beach, FL (population 10,100)

Contact: Mayor Frank Catino at (321) 223-7700, or
fcatino@satellitebeach.org

Satellite Beach retained CB&A just after Christmas, 2012 to help find its next **City Manager**. We began work immediately by meeting with the Council Members and based on what we learned, we crafted a recruitment profile. We searched the country for outstanding candidates. Background checks were thorough, and four finalists were selected. Interviews were held on March 15th and 16th and *Courtney Barker, formerly Executive Director of the Planning and Growth Management Department for Titusville, FL*, was selected on the March 21st. Ms. Barker remains with the City.



City Manager, Seminole, FL (17,800)

Contact: Mayor Leslie Waters at ((727) 430-7553, or
lwaters2@myseminole.com

Colin Baenziger & Associates was asked to conduct Seminole's **City Manager Search** in early April 2015. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews took place on June 25th and 26th. On June 30th, *Ann Toney-Deal, a past City Manager of Haines City, FL*, was selected. Ms. Toney-Deal remains with the City.



City Administrator, Tavares, FL (population 11,000)

Contact: Former Mayor Nancy Clutts at (352) 552-4829

On July 5th, 2006, CB&A took over a search that the City had begun. Our effort involved searching the country to locate the best people for the job, interviewing them, conducting thorough background checks, and recommending finalists for the city to interview. The search was completed on September 22nd with the selection of *John Drury, formerly City Manager of Stowe, VT*. Mr. Drury remains with the City.



IV. References (continued)

City Manager, City of Treasure Island, FL (population 6,783)

Contact: Mayor Larry Lunn at 727-748-6045 or llunn@mytreasureisland.org

CB&A began work on August 24, 2017, to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. It was a particularly interesting recruitment because an affirmative vote of four of the five commission members was required and one of the commission members refused to participate. Thus, the selection had to be “unanimous”. Garrison “Garry” Brumback, *formerly City Manager of Southington, CT, and earlier an Assistant City Manager in Clearwater, FL*, was selected on November 3, 2017. Mr. Brumback remains with the City.



City Manager, City of West Park, FL (population 13,700)

Contact: Former Mayor Eric Jones at (954) 410-8139

West Park is a relatively new city in Broward County, FL. CB&A began meeting with the City’s elected officials on January 13, 2010 to find its next **City Administrator**. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A’s finalists (which elongated the process slightly. Interviews were conducted on April 16th and 17th with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21st, 2010. Mr. Balogun remains with the City.



City Manager, Winchester, VA (population 16,000)

Contact: Councilor John Willingham at (540) 931-4655, or
John.Willingham@WinchesterVA.gov

CB&A was hired in mid-March 2014 to find Winchester’s next **City Manager**. The City was seeking someone with energy and enthusiasm to move the City forward. We accepted the challenge and searched the nation for just the right person. Our efforts included extensive outreach and we an excellent group of high-quality candidates. We then performed background checks, coordinated the interview process, and assisted the Town in selecting Eden Freeman, *formerly Assistant City Manager for Sandy Springs, GA*, in early June. Ms. Freeman resigned in 2020 to become the Deputy City Manager for Greenville, SC.



IV. References (continued)

Candidate References

While it is important to deliver what the Town expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from five of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Dale Martin	City Manager Winchester, CT	City Manager Fernandina Beach, FL Appointed September 2015	(904) 557-5047 dmartin@fbfl.org
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June, 2014	(540) 667-1815 citymanager@ winchesterva.gov
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the County Executive for Fairfax County, VA in January 2018	(843) 368-7458
John Salomone	Town Manager Newington, CT	City Manager Norwich, CT Appointed January 2016	(860) 539-8906 cmoffice@cityofnorwich.org
Tony O'Rourke	City Manager, Canon City, CO	City Manager Panama City Beach, FL Appointed December 2019	(719) 792-9515

V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$26,500, which includes all expenses, except the costs associated with bringing the finalists to interview with the Town (travel, meals, hotel etc.), and those associated with all consultant travel, meals, and lodging. Bills (including travel costs) will be rendered as the search progresses and due at the end of each Phase as indicated below:

We will bill the fee as the phases are completed and according to the following schedule:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 3,000
Phase II: Recruiting	11,000
Phase III: Screening	10,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Continuing Assistance	1,000
Firm, Fixed Fee Total*	\$26,500

If the Town asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have neither billed nor requested additional funds beyond our originally quoted fee even when we have been entitled to it.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided the Town instructs us with conducting a full search (Phases I-V) and assuming it selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the Town.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

AGENDA ITEM REPORT

April 6, 2020

ITEM NUMBER: 5.

ITEM: Discussion and possible action requested by Council Member Leonard to implement a Town of Bay Harbor Islands stimulus package to our businesses and residents by 1) providing a business tax receipt (BTR) refund to the local Businesses that have an active BTR with the Town and 2) offer a 50% discount on summer camp fees to the Town's residents. Please see the attached financial impact analysis of both items.

DESCRIPTION:

Due to the recent COVID-19 pandemic and the financial hardships experienced by most, the Town would like to offer its first stimulus package to provide financial relief to our local businesses and residents. There are two types of relief under this package:

1) Refund of all or 50% of business tax receipts (BTR's) to select businesses with an active BTR for fiscal year 2019-2020. All businesses except Apartment Buildings, Utility Companies, Insurance Companies, Property and Vacation Rentals are eligible to receive a refund. All home based businesses will receive 100% of the annual BTR fee and all businesses located in the Town's business district will receive 50% of the annual BTR fee. The financial impact of this refund is \$31,839.65. See the attached analysis for details.

2) A 50% discount on summer camp fees to all Town residents only. Non-residents will be charged the full camp fee. Based on the prior fiscal year 2018-2019 summer camp enrollment, the total impact of this discount is \$ 37,450. This was for 126 residents.

RECOMMENDED ACTION:

Council discretion.

FINANCIAL ANALYSIS:

This total impact is \$69,289.65 for both items: \$31,839.65 for the BTR refunds and \$37,450 for the summer camp discount.

Both of these were not budgeted in FY 2019-2020. An appropriation from general fund reserves will be required.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan W. Leonard, Council Member

ATTACHMENTS

1. BTR analysis as of 03-25-2020

Town of Bay Harbor Islands
 Business Tax Receipt analysis
 as of 3/25/2020

	Businesses not eligible for refund		Located in the Business District							
			No			Yes				
Business Category	Fee	# of BTR's	Fee	# of BTR's	Avg BTR (\$'s)	Fee	# of BTR's	Avg BTR (\$'s)	Total Fees	Total BTR's
APARTMENTS	\$ 4,664	54							\$ 4,664	54
BUSINESS AND PROFESSION OFFICE			\$ 3,836	31	\$ 124	\$ 42,896	359	\$ 119	\$ 46,732	390
ELECTRIC COMPANY	\$ 501	1							\$ 501	1
GAS COMPANY	\$ 668	1							\$ 668	1
GASOLINE FILLING STATION						\$ 364	1		\$ 364	1
HOTEL						\$ 366	2	\$ 183	\$ 366	2
HOTEL / RESTAURANT						\$ 410	1	\$ 410	\$ 410	1
INSURANCE	\$ 2,091	63							\$ 2,091	63
MISCELLANEOUS			\$ 122	1	\$ 122	\$ 2,553	12	\$ 213	\$ 2,674	13
OTHER USES						\$ 729	5	\$ 146	\$ 729	5
PERSONAL BUSINESS						\$ 1,197	9	\$ 133	\$ 1,197	9
PERSONAL SERVICE			\$ 243	2	\$ 122	\$ 2,461	21	\$ 117	\$ 2,704	23
RD RENTAL	\$ 1,273	11							\$ 1,273	11
RELIGIOUS INSTITIUTION						\$ 116	1	\$ 116	\$ 116	1
RESTAURANT						\$ 1,939	11	\$ 176	\$ 1,939	11
RETAIL						\$ 2,249	17	\$ 132	\$ 2,249	17
VACATION RENTAL	25,500	51							\$ 25,500	51
VENDING MACHINES	2,345	23							\$ 2,345	23
Grand Total	\$ 37,043	204	\$ 4,201	34	\$ 124	\$ 55,278	439	\$ 126	\$ 96,521	677

	BTR fee	% refunded	Total Refund
Home-based entities	4,200.70	100%	\$ 4,200.70
Business district entities	55,277.89	50%	\$ 27,638.95
Total Refund			31,839.65