

NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL COUNCIL MEETING
REVISED AGENDA**

April 13, 2026
7:00 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Regular Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Monday, April 13, 2026, at 7:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Meeting Link:

<https://us06web.zoom.us/j/83737394793?pwd=I28vxcGYx3oO0FS0xZMK6qeV5WdT1a.1>

Meeting ID: 837 3739 4793

Passcode: 590773

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

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 numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 312 626 6799 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 837 3739 4793
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on April 10, 2026.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL

PUBLIC COMMENT

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

DISCUSSION ITEMS:

1. Discussion and selection of the top 3 ranked proposals from law firms who responded to RFP-1-1032-MG-0-2026/FVR for Legal Services. Submitted by Mayor Isaac Salver.
2. Discussion and possible adoption of Standards of Conduct relating to Town Council. Submitted by Mayor Isaac Salver.
3. Discussion, consideration and possible action to accept the previously distributed findings of the investigative report and responses to the Council, and request close-out of the investigation. Submitted by Mayor Isaac Salver.

ADJOURNMENT: Set for 9:00 p.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 13, 2026

ITEM NUMBER: 1.

ITEM: Discussion and possible use of a ranking system for selection of the top 3 ranked proposals from law firms who responded to RFP-1-1032-MG-0-2026/FVR for Legal Services. Sponsored by Mayor Isaac Salver

DESCRIPTION:

BACKGROUND

The Town issued a Request for Proposals (RFP) RFP-1-1032-MG-0-2026/FVR seeking qualified law firms to provide Town Attorney services in accordance with the Town Charter and applicable Florida Statutes. The purpose of the RFP process is to ensure the Town secures experienced and qualified legal counsel with demonstrated expertise in Florida municipal law.

The following law firms submitted proposals in response to the RFP:

- Fox Rothschild LLP
- Greenspoon Marder LLP
- McCarter & English, LLP
- Nabors, Giblin & Nickerson, P.A.
- Vernis & Bowling of the Florida Keys, P.A.
- Weiss Serota Helfman Cole & Bierman, P.L.

All proposals were distributed to the Town Council for review and evaluation in advance of this meeting.

DISCUSSION

Town Council will discuss the submitted proposals and proceed with identifying and selecting the top three (3) most qualified ranked firms.

The evaluation should be based on, but not limited to, the following criteria:

- The primary designated attorney will have a Juris Doctor (JD) degree and be licensed to practice law in Florida.
- A minimum of ten (10) years of increasingly responsible legal experience in the practice of Florida municipal law is required.
- Experience in land use, development/redevelopment and litigation.
- Experience in litigation.
- The attorney(s) other than the primary designated attorney (assistant Town attorney and attorney(s) other than the primary) must have a minimum of seven (7) years' experience practicing Florida municipal law and representing municipal governments or other related experience.
- The Attorney(s) must be licensed with the State of Florida and be in good standing with the Florida Bar Association.

- Experience, knowledge and qualifications of local governmental and administrative law.
- Experience advising elected bodies, the Town Manager and administrative boards operating in the Florida Sunshine Law and Public Records environment.
- Responsiveness and availability
- Understanding of Florida Sunshine Law and Public Records Law

RECOMMENDATION

The Town Council shall begin negotiations with the most qualified firm for professional services at compensation in which the Town determines is fair, competitive and reasonable. The Town reserves the right to conduct pre-award discussion/negotiations and presentations with the most qualified firms who submit qualifications determined to be reasonably acceptable of being selected for award. In the event the Town Council cannot negotiate a satisfactory contract with the first most qualified firm, negotiations shall begin with the second most qualified firm. This process shall be repeated, each time moving to the next most qualified firm. If the third most qualified firm cannot be negotiated with successfully, the project is to be reevaluated and considered for re-advertising.

The Town reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFP procedures, and to accept or reject any item or combinations of items. The award will be to the firm whose submittal complies with all material requirements set forth in this RFP and who is the most qualified in the sole discretion of the Town, taking into consideration all aspects of the firm's response.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Mayor Isaac Salver

ATTACHMENTS

1.	RFP Professional Legal Services 2026-RFP-1-1032-MG-0-2026-FVR
2.	Town Council Evaluation Sheet-RFP Legal Services

RFP-1-1032-MG-0-2026/FVR



PROFESSIONAL LEGAL SERVICES

Advertisement Date:	Friday, February 27, 2026
Submission Due Date:	Thursday, March 26 th , 2026 at 3:00 p.m.
Anticipated Council Meeting Agenda:	April 2026, date and time TBD.
Submit to:	Attn: Office of the Town Clerk Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154

TOWN OF BAY HARBOR ISLANDS
REQUEST FOR PROPOSALS FOR PROFESSIONAL LEGAL SERVICES

NOTICE OF HEREBY GIVEN that the Town of Bay Harbor Islands (the “Town”) is accepting **sealed proposals** from experienced and qualified attorney and / or law firms to provide a full range of municipal legal services and to serve as the Town Attorney.

The Town seeks qualified law firms to serve as legal counsel and provide all legal services traditionally provided by the Office of the Town Attorney. The Town hereby requests statement of qualifications and proposals from experienced and qualified attorneys and/or law firms to provide the full range of municipal legal services.

The Town Attorney is the primary legal advisor to the Town Council and the Town Staff. The Town Attorney is appointed by and serves at the pleasure of the Town Council. The activities of the Town Attorney and his/her staff are coordinated through the Office of the Town Manager and the Office of the Town Clerk. The Town Attorney provides legal counsel in drafting and implementing ordinances, and resolutions; renders opinions on legal issues affecting the Town; and keeps the Town Council and Town staff informed of new laws or judicial opinions that council affect the Town in any way. The Town Attorney attends regularly scheduled Council meetings, Planning & Zoning Board, Special Master Hearings, and any special Council meetings called by the Town Council. As necessary, the Town Attorney may represent the Town in Court.

Qualification submittals will be considered from qualified firms whose experience includes successful work with similar services. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

The primary designated attorney will have a Juris Doctor (JD) degree and be licensed to practice law in Florida. A minimum of ten (10) years of increasingly responsible legal experience in the practice of Florida municipal law is required. Experience in development/redevelopment is critical. Experience in litigation is also highly desirable. The attorney(s) other than the primary designated attorney (assistant Town attorney and attorney(s) other than the primary) must have a minimum of seven (7) years’ experience practicing Florida municipal law and representing municipal governments or other related experience. The Attorney(s) must be licensed with the State of Florida and be in good standing with the Florida Bar Association.

The firm must demonstrate:

- Experience and knowledge of local governmental and administrative law.
- Experience advising elected bodies, the Town Manager and administrative boards operating in the Florida Sunshine Law and Public Records environment.
- Exceptional interpersonal skills, composure, team-oriented philosophy, and the ability to work with a variety of diverse groups and issues.

Interested firms are required to submit their **sealed proposals on or before 3:00 p.m. local time on Thursday, March 26th, 2026 in a sealed envelope clearly marked with your firm's name and "TOWN ATTORNEY – PROFESSIONAL LEGAL SERVICES"** at the following address:

**Town of Bay Harbor Islands
Attention: Town Clerk
1030 95th Street
Bay Harbor Islands, FL 33154**

Full RFP package is available on the Town website at www.bayharborislands-fl.gov and on DemandStar and may be downloaded and printed as required. Any addendums will be posted on DemandStar and the Town website. For questions you may email me at fvargasreyes@bayharborislands-fl.gov

The Town of Bay Harbor Islands reserves the right to waive any irregularities and reject any and all proposals.

Fausto Vargas-Reyes
Procurement Officer

Section 1

Special Terms and Conditions

2.1 **PURPOSE OF REQUEST FOR PROPOSALS:**

The Town of Bay Harbor Islands, Florida, (the "Town") a municipality located on a barrier island in Northeast Miami-Dade County, Florida, seeks to secure a contract with a professional law firm ("Firm"). The Town of Bay Harbor Islands employees serve a population of approximately 6,000 residents. The Town has a total of approximately 100 employees, the Town's employees are spread among 15 departments. The position of Town Attorney has been held by a law firm that is serving in an interim capacity. The Town Council has expressed a desire to analyze the market for the Office of Town Attorney.

The Town now seeks qualified law firms to serve as contracted legal counsel and provide all legal services traditionally provided by the Office. The Town hereby requests statement of qualifications and proposals from experienced and qualified attorneys and/or law firms to provide the full range of municipal legal services described herein below.

2.2 **TERM OF CONTRACT**

The Agreement will commence upon execution by both parties which shall be the effective date succeeding approval of the Town Council. The contract shall be contingent upon the completion and submittal of all required documents. The Council, including the Mayor, by majority shall confirm a law firm to act as the Town Attorney under such terms and conditions as may be established by the Town Council, from time to time, consistent with the Town's Charter. The Town Attorney shall report to the Town Council and, after full consideration, may be removed by the affirmative vote of no less than four (4) council members. The Charter may be reviewed here:

https://library.municode.com/fl/bay_harbor_islands/codes/code_of_ordinances?nodeId=PTITHCH

The firm selected shall serve at the pleasure of the Town Council. The initial contract term shall be for one (1) year terminable at will by the Town Council. The Town Council, at its sole option, may appoint, at its annual organizational meeting, the Firm for consecutive one (1) year terms, provided that firm has satisfactorily performed the services herein described as determined solely by the Town. The payment for services may be adjusted upon approval by the Town Council. Failure to agree on payment shall prevent renewal of this Contract. In addition, the Town Council reserves the right to review and evaluate the need for this Agreement and the Scope of Services rendered at the conclusion of each (one) year term(s).

Services may be terminated by the selected law firm upon sixty (60) day's prior written notice to the Town with or without cause. In such termination of services, the selected firm shall honor the provisions of Rule 4-1.16 of the Code of Professional Conduct of the Florida Bar. The Town may also terminate the services with or without cause by providing the firm sixty (60) calendar days written notice by certified mail.

The Town Council may terminate the agreement with the Town Attorney at any time, for any reason, or for no reason.

2.3 **METHOD OF AWARD**

The contract will be awarded to that responsible firm selected as the most highly qualified and experienced with municipal government law who submits pricing and qualifications that are determined to be fair and reasonable. Only law firms of high reputation in the community with proven competence and expertise and a record of integrity and business and legal ethics will be considered.

2.4 BASIS OF COMPENSATION

The Town expects a law firm to appropriately staff the matters it handles for the Town. Law firm attorneys and paralegals should handle work that is commensurate with their professional experience and skill. In general, on routine matters the Town expects to have a partner or senior associate as the primary attorney, with an associate and/or paralegal (if appropriate) handling the routine work fitting their abilities. The number of hours set forth on an invoice must be only the hours spent by the person identified for the services described.

Proposer shall submit a Proposal for compensation, which should include, the following: a monthly retainer fee, an hourly rate for specialized services and/or a combination of monthly retainer / hourly rate. The firm must outline the following compensation fees with their response:

1. Firm must include their monthly retainer/fixed fee cap for general services with an explanation of what it covers.
2. Plus hourly fees for special matters, litigation or specialized services. The hourly rate quoted shall include all salary and compensation, and all overhead expenses, profits and other employee costs including but not limited to clerical and word processing expenses. Proposers must indicate what costs and expenses they proposed to bill in addition to the hourly rate, and the basis for the charges for such expenses, e.g. the basis for any internal reproduction charges.

The firm shall identify the personnel and resources to be provided under a monthly lump sum amount for general Town attorney services. Firm shall provide an org. chart listing all the personnel needed to complete such services described herein. The firm shall also identify any services not included within this monthly lump sum amount and the proposed manner (hourly rate; negotiated fixed amount; etc.) these additional services will be billed. For purposes of this solicitation, services not identified as being outside general Town attorney services will be considered covered under the monthly lump sum amount to be negotiated; In general, travel, vehicle expenses or meals in connection with routine services are not reimbursable.

Per Section 3.03(d) of the Town Charter, the compensation of the Town Attorney shall be fixed by the Town Council.

Such fees proposed will be subject to negotiations.

2.5 MONTHLY INVOICES PAYMENTS/ BILLING

Cut-off date is the close of the last business day of the month. Firm shall submit by the 10th day of the following month firm's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Firm shall submit their application on the next workday.

2.6 INSURANCE

Upon Town's notification, the Firm shall furnish to the Town Manager or his designee, Certificates of Insurance that indicate that insurance coverage has been obtained, which meet the requirements as outlined below:

2.6.1 Comprehensive General Liability Insurance

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during the initial and any renewal term of this Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy,

without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Ongoing Completed Operations – on a primary and non-contributory basis including waiver of subrogation on behalf of the Town of Bay Harbor Islands.
- Independent Contractors
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold
- Harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

2.6.2 Umbrella Insurance

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Umbrella Liability Insurance above the primary commercial general liability, automobile liability, and employers' liability policies required herein. The limit shall not be less than One Million Dollars (\$1,000,000.00) each occurrence and annual aggregate per occurrence during the initial and any renewal term of this Agreement.

2.6.3 Worker's Compensation Insurance

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2.6.4 Professional Liability Insurance

Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$2,000,000 per occurrence for this project with a \$4,000,000 policy term aggregate. Occurrence Form is required.

2.6.5 Cancellation and Re-Insurance

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Firm shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Firm and must be approved by the Town. At the option of the Town, either the Firm shall eliminate or reduce such deductible or the Firm shall procure a Bond, in a form satisfactory to the Town, covering the same.

NOTE: THE TOWN OF BAY HARBOR ISLANDS MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE TOWN OF BAY HARBOR ISLANDS MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.

2.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The work to be performed under any contract with the Town resulting from a competitive solicitation may be federally funded and subject to federal provisions. When any Town or State requirements, or general or special terms and conditions are in variance or conflict with the Supplemental Federal Provisions, the Supplemental Federal Provisions shall prevail. Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement.

2.8 TRADES AND LICENSING

Firm must be licensed in accordance with the provisions of the Code of Miami-Dade County and Florida State Statute. The Firm will be required to provide proof of licensing prior to entering into an agreement. The Respondents must be members in good standing of the Florida Bar.

2.9 CONFLICT OF INTEREST

The firm acknowledges that the nature of the legal services to be performed requires that the Proposer must not have or appear to have a conflict of interest with any potentially adversarial party. Legal Services or the Proposer agrees that:

A. The Respondent shall identify any potential conflicts of interests and client representation that could potentially create a conflict of interest with representation of this Town. This includes representation of surrounding cities. In the event of such a situation, the Attorney agrees that by responding to this RFP the Proposer/Respondent agrees to identify this conflict and recuse itself on such conflicting matter from representation of both entities and conflict counsel shall be chosen by the Council. In the future, the Proposer shall not accept any cases or legal work, assignments, compensation, consideration or gratuities from any other party with an interest in any subject matter or any contract with the Town that is or could be a conflicting or have the appearance of conflicting with the interests of the Town relative to the purposes of any resulting contract.

B. In the event that a conflict or potential conflict of interest arises, the Proposer shall notify the Town in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of the agreement for cause.

2.10 DISCRIMINATION/NONDISCRIMINATION

A. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

B. During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible

enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

2.11 ASSIGNMENT

The awarded firm shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior approval of the Town Council.

2.12 PUBLIC RECORDS

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Email communications may therefore be subject to public disclosure.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN OF BAY HARBOR ISLANDS 1030 95th STREET, BAY HARBOR ISLANDS, FL 33154. THE TOWN CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 866-6241 OR VIA EMAIL AT eherbello@bayharborislands-fl.gov

2.13 PROPRIETARY RIGHTS

A. The Consultant hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Consultant hereunder or furnished by the Consultant to the Town and/or created by the Consultant for delivery to the Town, even if unfinished or in process, as a result of the Services the Consultant performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, sub-consultants and suppliers may use only in connection with the performance of Services under the Agreement. The Consultant shall not, without the prior written consent of the Town, use such documentation on any other project in which the Consultant or its employees, agents, sub-consultants or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subconsultants specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.

C. The Firm selected agree to furnish, maintain with the Town and continuously all files that pertain to the Town. Any/all communications from the Town Attorney are subject to a public records request unless specifically exempt by Florida Statutes. All public records shall be turned over to the designated custodian of public records (Office of the Town Clerk).

END OF SECTION

Section 2 Scope of Services / Technical Specifications

3.1 SCOPE OF SERVICES

The Town Attorney is the chief legal officer of the Town under the direction and control of the Town Council; and also acts as legal counsel for Town Manager and staff. The Town Attorney drafts, reviews and makes recommendations regarding ordinances, resolutions, contracts, and other documents affecting the legal position of the Town; attends all regular meetings of the Town Council, as well as any special meeting of the Council, Council Workshop meetings, Planning and Zoning and other citizen advisory board meetings and other workshops, when necessary. As necessary, the Town Attorney may represent the Town in court; reviews all contracts and instruments to which the Town is a party; enforces Town laws and regulations; reviews and analyzes all state and federal legislation affecting the Town.

The selected firm shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. In all professional functions the contracted lawyer should be competent, prompt, and diligent; should maintain communication with Town staff and Council, and should keep in confidence information relating to representation of a client except so far as disclosure is required or permitted by the Rules of Professional Conduct or by law.

3.2 SKILLS

The firm shall possess expertise on all areas of complex local Government law including but not limited to the following areas:

1. Procurement/preparation and evaluation of RFPs, RFQs, and bidding issues
2. Commercial litigation
3. Elections issues
4. Code compliance and environmental issues
5. Labor, employment law, and all HR issues
6. Ad valorem tax issues
7. Public works issues
8. Real estate and real estate related transactions and matters
9. Land use and zoning matters
10. Construction and construction-related issues
11. Sunshine, public records laws, conflict of interest and other ethical issues
12. Drafting of development agreements, proportionate share and impact fee agreements, traffic
13. impacts and mitigation, platting, and service agreements.
14. Preparation of legislation and/or development of policies and procedures
15. Monitor, review and advise as to all state and federal legislation that may affect the Town's
16. Interest or business and compliance issues.
17. Eminent domain and inverse condemnation
18. Charter review and preparation of charter amendments/ballot amendments
19. Police and police-related and/or constitutional issues.
20. Telecommunications and franchise issues
21. Contract law and Administrative Law including interpretation of governmental agency rulings
22. Corporate and Commercial Law:
23. Federal and State Grants Recipient regulations and compliance;

3.3 The firm shall perform functions including, but not limited to the following items:

1. Be the attorney of record, or be responsible for the oversight of the attorney of record, in all civil suits, actions and legal proceedings wherein the Town Council, departments, boards, Town officials or employees are parties by virtue of their official positions or actions, unless such suits, actions or legal proceedings are assigned by the Town to special counsel;
2. The Town Attorney will draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence;
3. Provide for the defense of all civil suits, actions and legal proceedings brought against the Town unless such suits, actions or legal proceedings are assigned by the Town to special counsel;
4. Serve as legal adviser to the Mayor, Town Council, Department Directors, and Town staff;
5. Render written legal opinions on matters relating to Town government and the interpretation, construction and meaning of the charter, statutes, ordinances, resolutions and contracts affecting or pertaining to Town government;
6. Prepare or review and approve as to form and legal sufficiency, all Town ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the Town or in which the Town is a party;
7. Attend and be present during all Council regular meetings, workshops and special meetings of the Town Council. The Town Attorney shall represent the Council at each of these meetings, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council. When requested by the Town Council, attend meetings of special committees of the Town Council and meetings of Town boards;
8. Perform all duties and functions imposed by general or special laws upon Town attorneys;
9. Monitor the performance of any duties assigned to special counsel;
10. Assist in the drafting and review of the Town's Comprehensive Plan and any amendments thereof;
11. Keep the Town Council and Town staff informed of new laws or judicial opinions that could affect the Town in any way;
12. As requested, regarding insurance matters coordinated by the Risk Manager. The Town Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the Town. When the Town's insurance coverage is activated on a given matter, the Town Attorney shall cooperate as necessary with the legal counsel designated by the Town's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner;
13. As requested, the Town Attorney will provide the Town staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title matters;
14. As requested, the Town Attorney will provide the Police Department with legal counsel and/or coordination on certain Confiscated Property Fund matters, Nuisance Abatement matters, and other matters primarily under the jurisdiction of the Police Department;

15. The Town Attorney will perform other legal research and provide legal advice as requested by the Mayor, Town Council, or Town staff;
16. Participate in labor and other negotiations when requested;
17. The Attorney (or designated representative) shall be available in-person at Town Hall at least 4-hours one day per week to provide direct legal support to the Town Council, Town Manager, and staff;
18. Submit (monthly) reports of activities performed, including but not limited to status and updates on active files, and prepare an annual report of all Legal matters concerning the Town requested during the annual audit;
19. When requested, interviewing witnesses, taking testimony, review of reports, and legal research; and
20. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally-Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

Additional services include procurement and contract legal services:

1. Contract Law: Includes contract development, negotiation, interpretation and dispute resolution;
2. Administrative Law: Including interpretation of governmental and agency rulings, particularly Miami Dade County, FDOT, Florida Statutes;
3. Corporate and Commercial Law;
4. Federal and State Grants Recipient regulations and compliance such as with FEMA; provide legal advice as a result of a disaster or emergency event. Such events including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks.
5. Construction law;
6. Municipal Law;
 - a. Work with Procurement on all Procurement Policy and Procedures, Solicitations, Contracts, Protests, and contractual issues related to the procurement of goods and services;
7. Provide guidance and legal advice on FOIA, Public Records Request, state statutes, procedural process and the Town rules and procedures;
8. Review and advice on professional service provider contracts and other documents when applicable;
9. Draft, develop, review policies, procedures, and forms as necessary;
10. Monitor proposed and enacted federal and state legislation and regulations, and provide guidance on compliance;
11. Monitor and provide legal guidance on laws affecting for e.g. Brooks Act, CCNA FL, and FAR.

Labor and Employment Legal Services:

It is the Town's desire specifically to contract with a firm who can provide expertise, quality, experience and resources to effectively guide, direct, and represent the Town with legal services and guidance pertaining to employment law. Employment legal services include but are not limited to: workers compensation, union negotiations, grievance procedures, arbitration, wage

garnishment, employee compensation, background checks, negligent hiring / retention, Fair Labor Standards Act (FLSA), termination, and unemployment hearings. The Proposer shall be responsible for working with the Town Manager in managing personnel issues and providing assistance in labor contract negotiation as necessary. Provides legal guidance to ensure the Town and its Human Resources Staff are in compliance with all applicable employment law statutes, agreements, laws, orders, rules, ordinances and regulations as well as all applicable local, state, and federal issues that might impact the Town.

Other Legal Services:

The Town will also consider the firm to perform other general services as related to the following:

1. Environmental Law;
2. General and Public Liability, insurance protection and liability defense;
3. Intellectual Property and Licensing;
4. Real Estate and bonds;
5. Errors and Omissions;
6. DMS ADA Compliance Support;
7. Taxation;
8. Permitting;
9. Real estate development and management issues;
10. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements, referendum questions, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations, grant guidelines, pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice;
11. Local, state and federal laws, rules and regulations pertaining to public entities;
12. Financial Matters;
13. Bond Counsel

The Town Manager and/or the Town Council reserve the right to select other specialized counsel outside of the Respondent on a case-by-case basis.

3.4 MINIMUM QUALIFICATIONS OF THE FIRM

Qualification submittals will be considered from qualified firms whose experience includes successful work with similar services. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

The primary designated attorney will have a Juris Doctor (JD) degree and be licensed to practice law in Florida. A minimum of ten (10) years of increasingly responsible legal experience in the practice of Florida municipal law is required. Experience in development/redevelopment is critical. Experience in litigation is also highly desirable. The attorney(s) other than the primary designated attorney (assistant Town attorney and attorney(s) other than the primary) must have a minimum of seven (7) years' experience practicing Florida municipal law and representing municipal governments or other related experience. The Attorney(s) must be licensed with the State of Florida and be in good standing with the Florida Bar Association.

The firm must demonstrate:

- Experience and knowledge of local governmental and administrative law.
- Experience advising elected bodies, the Town Manager and administrative boards operating in the Florida Sunshine Law and Public Records environment.
- Exceptional interpersonal skills, composure, a team-oriented philosophy, and the ability to work with a variety of diverse groups and issues.

Section 3
Evaluation Process

4.1 INSTRUCTIONS TO RESPONDENTS

Each submission will be reviewed to determine if the qualifications are responsive to the outlined requirements in the solicitation. A responsive submission is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the submission being deemed non-responsive.

4.2 TECHNICAL QUALIFICATIONS

Submissions shall include the following:

1.	Firm's relevant experience, qualifications and past performance with Government and similar type projects.
2.	Relevant experience and qualifications of key personnel
3.	Firm's approach methodology to providing the services requested in this solicitation.
4.	Includes all qualifications and requested forms

4.3 EVALUATION, NEGOTIATION AND AWARD

Firms submitting a proposal to this RFP shall include detailed information addressing the following criteria:

Evaluation Criteria
Experience, Qualification & References (Town Attorney/Firm and Proposed Staff)
Size of workforce/ transition approach and/or strategy for handling cases or legal matters
Financial stability and past record
Ability to complete projects on schedule and within budget
Conflict of Interest/Ethical Considerations
Pricing
References

The Town Council shall begin negotiations with the most qualified firm for professional services at compensation in which the Town determines is fair, competitive and reasonable. The Town reserves the right to conduct pre-award discussion/negotiations and presentations with the most qualified firms who submit qualifications determined to be reasonably acceptable of being selected for award. In the event the Town Council cannot negotiate a satisfactory contract with the first most qualified firm, negotiations shall begin with the second most qualified firm. This process shall be repeated, each time moving to the next most qualified firm. If the third most qualified firm cannot be negotiated with successfully, the project is to be reevaluated and considered for re-advertising.

The Town reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFP procedures, and to accept or reject any item or combinations of items. The award will be to the firm whose submittal complies with all material requirements set forth in this RFP and who is the most qualified in the sole discretion of the Town, taking into consideration all aspects of the firm's response.

END OF SECTION

Section 4 Request for Proposal Format

5.0 FORMAT

Firms interested in performing these professional services must display considerable relevant experience with the specified type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

Submittals shall be submitted in duplicate. **Submit one (1) original, ten (10) copies and one (1) electronic copy of the submittal on USB Drive or CD.**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified:

LABEL EACH SECTION AS NUMBERED

A. Title Page

Show the name of respondent's agency/firm, address, telephone number, name of contact person, their email address, date, and the RFP number and title.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Cover Letter and Executive Summary

The person in your firm who is authorized to negotiate terms, render binding decisions and commit the firm's resources should sign this letter. Summarize the respondent's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the response being submitted. This section should summarize the key points of your submittal including the criteria's you are applying for.

Provide a synopsis of your firm's current workload and how it will/will not impact the project. Indicate your firm's capability to perform the additional work associated with a contract resulting from this RFP within the required time frame.

Firms shall be required to warrant and represent that at all times during the term of the agreement, that they shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services. Give the name of the person(s) who will be authorized to make representations for the Firm, including their title, business address and telephone number.

In addition to the following items:

1. Firm Background: Brief history of firm.
2. Number of attorneys, including number of partners and associates and areas of specialty.
3. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board.
4. Describe malpractice insurance coverage: carrier, limits, and exemptions.

D. Project Approach and Understanding

Provide a description of the firm's approach to managing municipal legal matters efficiently, managing legal costs, and ensuring responsiveness to Town staff and Council.

E. Qualification Information and Assigned Personnel

- a. Provide a current resume of the primary attorney, and support attorneys who will assume the responsibility under this contract. Include certificate of competency, registrations, trainings, awards, memberships, and letters of recommendation. Attach copies of all such licenses issued to the business entity and the Bar Numbers of the primary and support attorneys.
- b. Identify any potential conflicts of interest that the Firm might incur while rendering services.

F. Firm References and Similar Work Completed

This section shall provide the number of years of experience of the Firm in the specified work areas and examples of similar services with applicable reference information, with emphasis on similar government projects and/or services as referenced herein. Respondents must submit a Qualification Statement. Respondents must provide at least three (3) references of work within the last (5) years, preferably from government agencies. Do not include in your references any former or current employee of the Town. Concentrate only on those services rendered by the Firm within the past five (5) years, which mostly match the scope of services.

Please indicate which team members were part of the referenced service and will be a part of the Town's team. In all illustrations of experience, indicate specifically the nature and extent of the work performed by the individuals or firms on prior similar services. The title and a brief description of each project and/or service shall include:

- a. Client Name, Address, Contact, Phone and Fax Numbers and valid e-mail address; b. Project Title;
- c. Description of work performed, and
- d. Year completed.
- e. Past 5 years copies of executed agreements made between your firm and government entities for general legal services, such service as requested herein, if applicable.

G. Corporate Standing and Authorized Signatory

Respondent must demonstrate that the company is in good standing and that the person signing this submittal is an Authorized Signatory on behalf of the respondent to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the respondent will be duly bound. If the signatory is not one of the officers listed on the State Certificate, the respondent must provide one of the following forms of evidence of Signatory Town with its response:

- a. A copy of firm's Articles of Incorporation listing the approved signatories of the corporation;
- b. A copy of a resolution listing the members of staff as authorized signatories for the firm; and
- c. A letter from a corporate officer listing the members of staff that are authorized signatories for the firm.

H. Forms and Attachments

- a. Enclosed Forms;
- b. Respondent **must** complete, sign as required, and submit the Addenda and all forms in the following Section 6 as part of its submittal;
- c. Proof of firm's current certificate(s) of insurance; and

END OF SECTION

DELIVER TO:
Town of Bay Harbor Islands
Office of the Town Clerk
1030 95th Street
Bay Harbor Islands, FL 33154

**REQUEST FOR PROPOSALS
SECTION 5
RESPONDENT SUBMITTAL
FORMS**

**OPENING: March 26, 2026
AT 3:00 P.M.**

NOTE: Town of Bay Harbor Islands is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Issued by: **Office of the Town Clerk**

Date Issued:
**March 26th, 2026
before at 3:00 p.m.**

This Proposal Submittal
**Consists of all required forms,
Acknowledgements and Affidavits**

Submissions are subject to the Terms and Conditions of this Request for Proposals and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the Town Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

RFP-1-1032-MG-0-2026/FVR

PROFESSIONAL LEGAL SERVICES

Firm Name

RETURN ONE ORIGINAL, TEN COPIES AND ONE USB ELECTRONIC COPY OF
PROPOSAL SUBMITTAL PAGES AND AFFIDAVITS

RESPONDENT SUBMITTAL FORM:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

RESPONDENT SUBMITTAL FORM PROFESSIONAL LEGAL SERVICES

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the Town of Bay Harbor Islands to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Proposals. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. The Firms agrees to sign and submit the Agreement and other documents as required by the RFP within ten days after the date of the Town's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the Town.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. ___-___/___/___/___/___ *By

signing this document the Responder agrees to all Terms

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE.

AFFIDAVITS





Below is a **professional evaluation scoring sheet** you can use for an **RFQ/RFP for Town Attorney / Professional Legal Services**. It is based on the requirements provided and the scope/minimum qualifications reflected in the RFQ/RFP .

EVALUATION SCORING SHEET

PROFESSIONAL LEGAL SERVICES / TOWN ATTORNEY SERVICES

Town of Bay Harbor Islands, Florida

Evaluator Name:

Date: _____

Please rank the firm from 1 (highest) to 6 (lowest)

Firm	Ranking
Fox Rothschild	<input type="text"/>
Greenspoon Marder LLP	<input type="text"/>
McCarter and English	<input type="text"/>
Nabors Giblin and Nickerson	<input type="text"/>
Vernis and Bowling	<input type="text"/>
Weiss Serota Helfman Cole and Bierman	<input type="text"/>

Signature of Evaluator: _____

AGENDA ITEM REPORT

April 13, 2026

ITEM NUMBER: 2.

ITEM: Discussion and possible adoption of Standards of Conduct relating to Town Council.
Sponsored by Mayor Isaac Salver

DESCRIPTION:

BACKGROUND

In accordance with the Town Charter, Article IV "Conflicts of Interest; Ethical Standards", it states that the Council may adopt additional standards of conduct and code of ethics requirements that are not inconsistent with Federal, State, County or other applicable laws.

RECOMMENDED ACTION:

At Town Council discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Mayor Isaac Salver

ATTACHMENTS

1.	Resolution - Standard of Conduct and Policies for Town Council
----	--

29 **WHEREAS**, Section 2.10(b) of the Charter prohibits the Town Council and any Council
30 Member, except for the purpose of inquiries and investigations made in good faith, from dealing with
31 Town employees other than through the Town Manager, from giving orders to any such employee,
32 either publicly or privately, and from instructing the Town Manager to act or refrain from acting; and

33 **WHEREAS**, the Town Council finds it necessary and appropriate to adopt a code of conduct
34 policy to clarify and reinforce these limitations set forth in the Charter, to guide appropriate
35 interactions between Council Members and Town administration, and to protect Town employees
36 from improper direction, influence, or interference; and

37 **WHEREAS**, the Town Council desires to adopt the Code of Conduct Policy attached hereto
38 as Exhibit “A” to implement Section 2.10 of the Charter and provide clear standards governing
39 interactions between Council Members and Town administration; and

40 **WHEREAS**, the Town Council finds that adoption of the Code of Conduct Policy is in the
41 best interests of the Town and its residents.

42 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**
43 **TOWN OF BAY HARBOR ISLANDS, AS FOLLOWS:**

44 **Section 1.** **Incorporation of Recitals.** Each "WHEREAS" clause set forth above is
45 true and correct and herein incorporated by this reference.

46 **Section 2.** **Approval and Adoption of Policy.** The Town Council hereby approves and
47 adopts the Code of Conduct Policy attached hereto as Exhibit “A” and incorporated herein by
48 reference.

49 **Section 3.** **Effective Date.** This Resolution shall become effective immediately
50 upon its passage and adoption.

51 PASSED AND ADOPTED THIS ____ day of _____, 2026.

52
53 Moved by: _____

54
55 Seconded by: _____

56
57 **FINAL VOTE ON ADOPTION:**

58
59 Mayor Isaac Salver _____
60 Vice Mayor Stephanie Bruder _____
61 Council Member Robert H. Yaffe _____
62 Council Member Joshua D. Fuller _____
63 Council Member Teri D'Amico _____
64 Council Member Eric Rappaport _____
65 Council Member Molly Diallo _____

66
67
68
69 _____
70 Isaac Salver,
71 Mayor

72 ATTEST:
73 _____
74 Evelyn Herbello, MMC
75 Town Clerk

76
77
78 APPROVED AS TO FORM AND LEGAL SUFFICIENCY
79 FOR THE USE AND BENEFIT OF THE TOWN ONLY:

80
81 _____
82 McCarter & English
83 Tania Cruz-Gimenez, Esq.
84 Interim Town Attorney

85

EXHIBIT “A”
TOWN OF BAY HARBOR ISLANDS
CODE OF CONDUCT POLICY

I. Purpose

This Code of Conduct Policy (“Code of Conduct” or “Policy”) is adopted to implement Section 2.10 of the Town Charter, to preserve the Council-Manager form of government, and to ensure a safe workplace by protecting Town employees from improper direction, influence, or interference.

II. Definitions

For purposes of this Code of Conduct, the following terms shall have the meanings set forth below:

A. “Dictate” means to prescribe, direct, control or attempt to control the outcome of a decision or action, including by expressing a command, requirement, or expectation that a particular result be reached.

B. “Give orders” or “Order” means to command, direct, or authoritatively instruct a Town employee to take or refrain from taking a specific action, whether communicated expressly or implied through words or conduct.

C. “Instruct” means to direct or command that a specific action be taken or not taken, as distinguished from providing information, expressing a view, or making a recommendation.

D. “Deal with” means to communicate or interact with Town employees regarding Town business in a manner that involves direction, influence, or participation in administrative functions, and not merely the receipt of information.

E. “Good faith inquiry” or “Good faith investigation” means a request for information made with an honest purpose and without intent to direct, influence, or interfere with administrative action.

F. “Recommendation” means a suggestion or expression of opinion offered for consideration, without direction, command, or expectation that a specific action will be taken.

G. “Interference with administration” means conduct that directs, controls, or attempts to influence administrative actions or decisions that are the responsibility of the Town Manager or Town staff. and prolong unscheduled visits at town facilities that interfere and or disrupt employee operations or work performance.

III. Policy

Section 2.10(a) of the Charter prohibits the Council and any Council Member from dictating, in any manner, the appointment or removal of any Town employees, Section 2.10(b) of the Charter prohibits interference with Town administration, including dealings with Town staff and direction to the Town Manager. The following provisions implement these prohibitions:

A. Prohibited Conduct

1. Council Members shall not, in any manner, dictate the appointment or removal of any Town employee, including by expressing a command, requirement of expectation that a specific employee be hired, terminated, disciplined, or reassigned.
2. Council Members shall not engage in interference with administration.
3. Council Members shall not give orders to Town employees, either publicly or privately, including directing a Town employee to take or refrain from taking a specific action or otherwise exercising control over staff.
4. Council Members shall not deal with Town employees who are subject to the direction and supervision of the Town Manager.
5. Council Members shall not instruct the Town Manager to act or refrain from acting.
6. Council Members shall not seek or demand special treatment from Town staff, including appearing at Town facilities or contacting staff for the purpose of obtaining preferential treatment, expediting services, or influencing administrative decisions.
7. Council Members shall not use the influence of their office to obtain special consideration from Town staff or to influence administrative outcomes.
8. Council Members shall not participate in the day-to-day administration of the Town or involve themselves in operational matters, which are the responsibility of the Town Manager and Town staff.
9. Council Members may not attend or participate in internal administrative or operational meetings of the Town, including staff or management meetings, only if authorized by the Town Manager or the Town Council for a specific purpose.

B. Permitted Conduct

1. The Council may express its views and fully and freely discuss with the Town Manager matters pertaining to the appointment and removal of Town employees.
2. Council Members may discuss with the Town Manager any matter of Town business.

3. Council Members may make a good faith inquiry or good faith investigation provided it is limited to requests for information and does not include direction, instruction, or attempts to influence administrative action.
4. Council Members making a good faith inquiry or good faith investigation shall coordinate such inquiries through the Town Manager and schedule meetings with the Town Manager in advance.
5. Council Members may make a recommendation for improvement of Town solely to and through the Town Manager.
6. Council Members may request information from Town employees through the Town Manager, or with the knowledge and approval of the Town Manager, provided such request constitutes a good faith inquiry or good faith investigation.
7. Council Members may not attend or participate in internal administrative or operational meetings of the Town, including staff or management meetings, only if authorized by the Town Manager or the Town Council for a specific purpose.

C. Enforcement

Any violation of the foregoing provisions shall constitute a violation of this Code of Conduct and may be addressed by the Town Council, in accordance with its authority under the Charter, including, but not limited to, the issuance of a formal reprimand, adoption of a resolution of censure, modification or removal of committee or liaison assignments, or other lawful action. The Town Council may also direct that a complaint be referred to the appropriate authorities.

Any Council Member who is the subject of a complaint or proceeding under this Code of Conduct shall not participate in the deliberation or vote of the Town Council regarding the determination of a violation or the imposition of any censure or other action arising from such matter.

IV. Reporting and Review Process

1. Allegations of conduct that may violate the Charter or this Code of Conduct may be raised by Town employees, the Town Manager, members of the Town Council, or other persons with knowledge of the conduct.
2. A Town employee who believes that a Council Member has engaged in conduct that may violate the Charter or this Code of Conduct should report the matter to the Town Manager.
3. The Town Manager may bring forward to the Town Council any information or allegations that may constitute a violation of the Charter or this Code of Conduct.

4. A member of the Town Council may raise concerns regarding the conduct of another Council Member by submitting such concerns to the Town Council for consideration.
5. If a complaint involves the Town Manager, or if the Town Manager has a conflict in receiving or reviewing a complaint, the matter may be brought directly to the Town Council.
6. Upon receipt of information or allegations, the Town Council may determine, in its discretion, whether further review is warranted, including referral to an independent third-party for investigation. The Town Manager, at the Town Council's direction, shall select the independent third-party investigator consistent with the Town Code and purchasing practices.
7. Following review of the facts, or investigative report the Town council shall determine whether further discipline is warranted.
8. During the review or investigation of a matter under this Code of Conduct, Council Members shall not give orders, instruct, or otherwise attempt to influence the independent investigator, Town staff, witnesses, or any person involved in the review or investigation. Council Members shall not direct, or cause to be directed through a third party, any communication intended to affect the outcome of the review or investigation. Nothing herein shall be construed to prohibit communications with legal counsel or participation in Town Council proceedings conducted in accordance with applicable law.

V. Prohibition Against Retaliation

Retaliation against persons who report or provide information about conduct that may violate this Code of Conduct or Section 2.10 of the Charter is strictly prohibited. The Town prohibits retaliation against an individual for reporting conduct that may constitute a violation of this Code of Conduct or for participating in the review or investigation of such conduct.

Any act of retaliation, including interference, coercion, or restraint, by a Council Member, Town employee, or any person acting on behalf of the Town, violates this policy and may result in appropriate action by the Town Council in accordance with its authority under the Charter.

If an individual believes that he or she is being retaliated against in violation of this policy, the individual is encouraged to report the retaliation using the procedures set forth in Section IV of this Code of Conduct.

VI. Training

The Town shall conduct a mandatory training session regarding this Code of Conduct and Section 2.10 of the Charter for all Council Members, the Town Manager, and Department Heads on an annual basis and/or after the election of Council Members.

AGENDA ITEM REPORT

April 13, 2026

ITEM NUMBER: 3.

ITEM: Discussion, consideration and possible action to accept the previously distributed findings of the investigative report and responses to the Council, and request close-out of the investigation. Submitted by Mayor Isaac Salver.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Mayor Isaac Salver

ATTACHMENTS

1.	Report and Findings of Fact_Redacted
2.	Bruder_response.final_Redacted
3.	Formal Response and Objection to Investigation Report (1)_Redacted



3900 Hollywood Boulevard, Suite 301
Hollywood, FL 33021

March 11, 2026

VIA ELECTRONIC MAIL

Lindsley Noel
Town Manager
Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, FL 33154

Re: Investigation – Complaint by Kerry-Anne Billings

On or about December 5, 2025, you retained my firm to conduct a neutral, third-party investigation on behalf of the Town of Bay Harbor Islands (“the Town”) regarding the complaint made by Kerry-Anne Billings. Please note that the investigation did not commence until December 18, 2025 and as discussed with you, there were several delays in scheduling. The Scope of Services called for objective investigative services regarding the aforementioned complaint. In this role, I was given complete freedom to investigate the matter by gathering and reviewing relevant records and interviewing relevant witnesses. The agreement also required preparing a report of my findings and potentially meeting with you or your clients regarding my recommendations. This document summarizes my investigation and serves as the report of my findings and recommendations.

Very Truly Yours,

Ria Chattergoon

Ria N. Chattergoon

Investigation of Complaints



3900 Hollywood Boulevard, Suite 301
Hollywood, FL 33021

On October 31, 2025, Kerry-Anne Billings, the Town’s Human Resources Director, filed a formal complaint against Council Member/Vice-Mayor Stephanie Bruder (“Vice-Mayor” or “Ms. Bruder”). Ms. Billings alleged that Vice Bruder’s actions towards her created an uncomfortable working environment and was affecting her work performance. Ms. Billings complained that she did not feel comfortable leaving her office for fear of encountering Vice-Mayor Bruder. Ms. Billings requested a review of her complaint and requested that Town take steps to ensure a safe and professional workplace.

My investigation, which commenced on December 18, 2025, included interviewing 8 witnesses. Please note that Vice Mayor Bruder declined to be interviewed and submitted a response to the complaint through her attorney, Ignacio Alvarez, Esq. In preparation for all of the interviews, I reviewed the relevant policies, memorandums, job descriptions, and case law relevant to this investigation, as detailed below. The purpose of this report is to relate the findings of my investigation and is the product of the above described process.

STAGE 1: REVIEW OF GOVERNING DOCUMENTS

A. EMPLOYMENT POLICIES

The Town’s Employee Policies & Procedures Manual contain several General Employment Policies, including an Equal Employment Opportunity, which prohibit discrimination and retaliation. *See* pg. 4 of the **Employee Policies & Procedures Manual, attached at Exhibit A.**

1. 2.5 HARASSMENT-FREE WORKPLACE

The Town’s Harassment-Free Policy contains an Anti- Harassment and an Anti-Bullying policies:

a. ANTI-HARASSMENT POLICY

At the Town of Bay Harbor Islands, discriminatory harassment is defined as unwelcome verbal, written or physical conduct which is directed at a person because of his or her race, color, age, sex, national origin, religion, marital status, sexual orientation, gender identity, pregnancy, disability, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws, when:



3900 Hollywood Boulevard, Suite 301
Hollywood, FL 33021

- Such conduct has the purpose or effect of unreasonably interfering with the person's work performance, employment relationship, or lowers morale.
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Examples of conduct that can constitute discriminatory harassment in violation of this Policy include, but are not limited to:

- Repeated unwelcome jokes or comments (verbal or written) about a person's legally protected status (e.g., racial or ethnic jokes or comments).
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments reflecting stereotypes based on a person's legally protected status.
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person based on his or her legally protected status.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all inclusive and each situation will be considered in light of the specific facts and circumstances. Any discrimination and harassment is considered illegal and will not be tolerated.

b. ANTI-BULLYING

The Town's Employee Policies & Procedures Manual also contains an Anti-Bullying Policy, which states, in part:

Town of Bay Harbor Islands is committed to providing all employees a healthy and safe work environment. The Town will ensure that procedures exist to allow complaints of bullying to be dealt with and resolved within Town of Bay Harbor



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Islands, without limiting any person's entitlement to pursue resolution of their complaint with the relevant statutory authority. Town of Bay Harbor Islands is committed to the elimination of all forms of bullying.

This policy applies to all employees of the Town. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business. There will be no recriminations for anyone who in good faith alleges bullying.

Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior (see "mobbing" below). Some examples of bullying behavior are:

- Verbal communication
- Abusive and offensive language
- Insults
- Teasing
- Spreading rumor and innuendo
- Unreasonable criticism
- Trivializing of work and achievements
- Manipulating the work environment
- Isolating people from normal work interaction
- Excessive demands
- Setting impossible deadlines
- Psychological manipulation
- Unfairly blaming for mistakes
- Setting people up for failure
- Deliberate exclusion
- Excessive supervision
- Practical jokes
- Belittling or disregarding opinions or suggestions
- Criticizing in public

Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults exchanged by long-time work colleagues and comments that are meant to be, or are taken as,



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demeaning. While care should be exercised, particularly if a person is reporting alleged bullying as a witness, it is better to be genuinely mistaken than to let actual bullying go unreported.

Bullying is unacceptable behavior because it breaches principles of equality and fairness, and it frequently represents an abuse of power and authority. It also has potential consequences for everyone involved. People who have been bullied often suffer from a range of stress-related illness. They can lose confidence and withdraw from contact with people outside the workplace as well as at work. Their work performance can suffer, and they are at increased risk of workplace injury. People who witness bullying behaviors can also have their attitudes and work performance affected. They can suffer from feelings of guilt that they did nothing to stop the bullying, and they can become intimidated and perform less efficiently fearing that they may be the next to be bullied.

RESPONSIBILITIES

Managers and supervisors must:

- Ensure that all employees are aware of the anti-bullying policy and procedures
- Ensure that any incident of bullying is dealt with regardless of whether a complaint of bullying has been received
- Provide leadership and role-modeling in appropriate professional behavior
- Respond promptly, sensitively and confidentially to all situations where bullying behavior is observed or alleged to have occurred

Employees are highly encouraged to speak to the alleged bully(ies) to object to the behavior in a manner that is professional and does not violate any policies within the Manual, especially the Code of Ethics.

PROCEDURE FOR REPORTING HARASSMENT AND BULLYING



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The Town requires that any employee who feels that he or she has been harassed and/or bullied by any employee, elected official, outside vendor or member of the public should promptly report the incident(s), either verbally or in writing, to any of the following individuals: Department Head / Manager, Human Resources Director, Assistant Town Manager, or Town Manager. Individuals who believe they have experienced, witnessed, or heard of conduct they believe is contrary to this policy by a Department Head / Manager must report it to the Human Resources Director, Assistant Town Manager, or Town Manager before the conduct becomes severe or pervasive.

PROHIBITION AGAINST RETALIATION

Retaliation against persons who report or provide information about harassment and/or bullying or behavior that might constitute harassment and/or bullying is strictly prohibited. The Town prohibits retaliation against an individual for reporting harassment and/or bullying of discrimination or for participating in the investigation of a claim of harassment and/or bullying or discrimination. Any act of retaliation, including interference, coercion, and restraint, by a Town employee or by one acting on behalf of the Town, violates this policy and will result in appropriate disciplinary action, up to and including discharge.

If an employee believes that he or she is being retaliated against in violation of this policy, the employee is encouraged to report the retaliation by using the same procedures discussed above for reporting discrimination.

2. 4.2 CODE OF CONDUCT

The Town's Code of Conduct includes a requirement of both employees and public officials to:

The Town of Bay Harbor Islands maintains a single high standard of integrity in all activities. High moral and ethical standards among public officials, both elected and appointed, and public employees are essential to gain and maintain the confidence of the public. It is the policy of the Town of Bay Harbor Islands to maintain an ethical and accountable local government which earns the public's full confidence for integrity. This policy governs the conduct of all Town employees at all times.



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The success of the Town and our ability to provide meaningful, rewarding work depends upon the commitment of each employee to the Code of Conduct.

The Code of Conduct is as follows:

- Give willingly a full day's effort as demonstrated by punctual and regular attendance; apply individual skills, training, abilities and conscientious care in avoiding the waste of time, effort, facilities or materials in both scheduling and performing work.
- Deal fairly, reasonably, considerately and honestly with all persons engaged in Town activities or associated with it in any way -- fellow employees, including supervisors and subordinates as well as residents and guests, suppliers and the general public.
- Comply fully with the principles, policies and instructions which are established for conducting the activities of the Town and the approved methods and procedures provided to assure that standards of quality and safety are met.
- Act with the recognition that together we are the Town and are associated for the purpose of serving the residents and guests of the Town, and that our success and that of the Town are determined and measured by the extent to which the residents and guests are served.
- Abide by the established ethical, moral and legal codes of the Miami-Dade County Commission on Ethics, which govern the behavior of government employees and officials.

See all relevant policies at Exhibit A.

B. CHARTER OF THE TOWN OF BAY HARBOR ISLANDS

The Town's Charter encompasses, in part, the following:

1. Section 2.02. - Mayor; Vice-Mayor



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- (a) Election. The Council shall elect a Council Member to serve as Mayor and another to serve as Vice-Mayor at the first Council meeting following each election.
- (b) Mayor. The Mayor shall have the following powers and duties:
 - (1) Preside over meetings of the Council.
 - (2) Be recognized as the head of the Town government for all ceremonial purposes and for the purposes of administering martial law as directed by the Governor.
- (c) Vice-Mayor. In the absence or disability of the Mayor, the Vice Mayor shall assume all the powers, authority, duties and responsibilities of the Mayor. Where the office of the Mayor has been vacated, the Vice-Mayor shall succeed the Mayor and assume his/her powers and duties for the remainder of the Mayor's unexpired mayoral term.

2. Section 2.10. - Prohibitions.

- (a) Appointments; Removals.

Neither the Council nor any Council Member shall in any manner dictate the appointment or removal of any Town employees whom the Manager or any of his/her subordinates is empowered to appoint. The Council may express its views and fully and freely discuss with the Manager matters pertaining to appointment and removal of such employees.

- (b) Interference with administration. Except for the purpose of inquiries and investigations made in good faith, the Council or its members shall deal with Town employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the Council nor any Council Member shall give orders to any such employee, either publicly or privately. It is



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the express intent of this Charter that recommendations for improvement of Town government operations by individual Council Members be made solely to and through the Manager. Council Members may discuss with the Manager any matter of Town business; however, no individual Council Member shall instruct the Manager to act or refrain from acting.

See the Charter at

https://library.municode.com/fl/bay_harbor_islands/codes/code_of_ordinances?nodeId=COTOB_AHAISFL

FACTUAL BACKGROUND AND FINDINGS OF FACT

I. MS. BILLINGS' COMPLAINT

In her complaint, Ms. Billings alleged that on October 1, 2025, Ms. Bruder escalated concerns regarding contacting the new insurance and/or not being covered. She stated that towards the afternoon, the Town Manager indicated that Ms. Bruder had some questions regarding the Town's new medical coverage under Cigna Healthcare, that became effective on the same day and requested a meeting. Ms. Billings alleged that during the meeting, Ms. Bruder attempted to question her regarding the open enrollment process and claimed that there was no coverage and/or no insurance. Ms. Billings stated that she did not want to interrupt Ms. Bruder and that she waited until she was done. Ms. Billings indicated that it was clear that Ms. Bruder did not understand coverage, based on the terms she was using. She stated that she attempted to answer Ms. Bruder's questions and/or concerns, but that Ms. Bruder kept repeating inaccurate statements. She further stated that Ms. Bruder believed she was smiling and told her that there was nothing funny. As Ms. Bruder was leaving the Town Manager's office, Ms. Billings stated she leaned forward and stated "to be clear I was not laughing at you or think anything was funny."

Ms. Billings stated that she made this statement because she did not want Ms. Bruder to think she was making light of the situation. In response, Ms. Billings stated that Ms. Bruder turned around and stated that it was disrespectful to hold open enrollment during a Jewish holiday. Ms. Billings stated that after she made her statement, Ms. Bruder slammed the Town Manager's office door and stormed out. On the other side of the trailer was the Human Resources office, where the Town's newly hired Human Resources Generalist was present. According to Ms. Billings, that employee heard the door slam and looked out into the trailer.



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Ms. Bruder allegedly told that employee something along the lines of “what are you looking at?” Ms. Bruder then walked out of the trailer and slammed the trailer door as well. Ms. Billings clarified that open enrollment was held over the course of two days, a Tuesday and a Thursday. She stated that the Town was not closed for that particular Jewish holiday and there were two days for employees to choose from. Ms. Billings stated that the open enrollment date was actually moved to the following Thursday. Ms. Billings alleged that Ms. Bruder then went to the Building trailer and proceeded to ask other employees regarding their access, usage and experience of the insurance that became effective that day.

Ms. Billings claim that less than 48 hours later, Ms. Bruder knocked on her office door and proceeded to ask her the same questions regarding coverage. Ms. Bruder stated to Ms. Billings that there was no coverage and that her doctor in Chicago told her that she didn’t have coverage. Ms. Billings stated that she assured Ms. Bruder that there was coverage and that she couldn’t control what Cigna told her doctor. Ms. Bruder then demanded to see the master spreadsheet for Cigna and demanded that it be sent to her by the end of the day. Ms. Billings stated that she refused Ms. Bruder’s request because it contained employees’ personal information and because as a Council member, Ms. Bruder did not have the authority to request that information. Ms. Billings stated that Ms. Bruder kept loudly asking the same questions over and over, until she (Ms. Billings) told her that she was harassing her. At that point, Ms. Bruder allegedly stated to Ms. Billings, in a threatening manner, that she would be asking very specific questions at the next Council meeting and that she “better be ready.” Ms. Bruder then closed Ms. Billings door, but then opened it again and made another statement that she could not recall. Ms. Billings stated that the Town’s Executive Assistant came to her office after Ms. Bruder left as everyone in the trailer hear Ms. Bruder’s statements. Following the interaction, Ms. Billings stated that the Chief of Police, who was Acting Town Manager for the day, called her to ask her how she was doing and suggested that she take the rest of the day off. Ms. Billings stated that it was a Friday and that she just wanted to finish the work day as she had some tasks to complete. Ms. Billings stated she later saw the Town’s Finance Director and he asked how she was doing because he had apparently heard that there were some words exchanged with Ms. Bruder.

Ms. Billings stated that in July 2025, Ms. Bruder suggested a new insurance, Jeff Hackmeyer and asked him to speak to her. Ms. Billings stated that she and the Town Manager made the decision to stay with its current broker because they had no issues with the current broker and there was a 3 year contract. Ms. Billings believed that Ms. Bruder was annoyed that the person she suggested was not selected. When asked why she filed her complaint, Ms. Billings stated that she had heard several stories/rumors about former employees encounters with Ms. Bruder and after experiencing it herself, she did not want to set a precedent for the employees that they should accept that behavior in the workplace, specifically from elected officials. Ms.



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Billings stated that she complained to the Town Manager and requested that all communication from Ms. Bruder or the Council go through him, per the Town’s Charter. Ms. Billings stated that since her complaint, Ms. Bruder does not speak to her and makes it a point to address everyone around her, but specifically not her. Ms. Billings also stated that if Ms. Bruder saw her talking to someone, she would make sure to approach that person to speak to them in an attempt to isolate her. Ms. Billings further stated that most recently, Ms. Bruder would come into Trailer 5 and would close the Human Resources door saying she needs privacy, but that she would not close any other door in the trailer. She further stated that if she enters a room where Ms. Bruder is, she would immediately stop talking. Ms. Billings claimed that other employees reported to her that Ms. Bruder has stated that she wants to get rid of her.

II. VICE-MAYOR BRUDER’S RESPONSE

As indicated above, Ms. Bruder declined to be interviewed and submitted a written statement. Notably, during an initial scheduled interview with Ms. Bruder, Ms. Bruder informed me that she needed to clarify that I was supposed to be investigating the matter, despite scheduling the interview with my office and she refused to be interviewed. Specifically, Ms. Bruder stated that she believed Ms. Billings only filed her complaint because Ms. Billings was “scared for her job but she should be because I will sue her personally for damages.” Following that meeting, several attempts were made to reschedule the interview with Ms. Bruder. Eventually, Ms. Bruder hired counsel, Ignacio Alvarez, who provided her written statement on March 2, 2026.¹

In her written statement, Ms. Bruder denies that she violated the Town’s Charter, directed any employee to take action, or threaten any employee. Ms. Bruder stated that Ms. Billing’s complaint “attempts to recast a disagreement over benefits administration” as harassment. Ms. Bruder admitted that the dispute began when the Town’s open enrollment was scheduled during Rosh Hashanah. Ms. Bruder claims that requiring observant individuals to choose between participating in once-a-year benefits enrollment and observing their religious obligations was inappropriate. Ms. Bruder stated that she was not alone in raising this concern and that other Councilmembers shared their concerns with the Town Manager. Ms. Bruder claimed that raising

¹ Vice-Mayor Bruder’s statement is not attached to this report because it contains information related to her [REDACTED] medical history and needs. Notably, during the course of this investigation, I received a call from Councilman Joshua Fuller, who was concerned that I was not giving the proper instruction to witnesses regarding discussing Ms. Bruder’s [REDACTED] medical history based on a conversation he had with Vice-Mayor Bruder. I informed Councilman Fuller that it was Ms. Bruder who identified her [REDACTED] medical history and that I had no intention of investigating that issue as it was outside of the scope of this investigation. It must be noted that Councilman Fuller insisted that I prepare an addendum to the already executed agreement for investigation with the Town addressing this issue and stated that if I did not, he would move to terminate my already existing agreement with the Town.



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concerns about scheduling mandatory enrollment during a religious holiday does not constitute harassment. Ms. Bruder, however, did not address the fact that two separate days were available for employees for open enrollment or that the Town was not closed for business on the Jewish holiday.

Ms. Bruder stated that on October 1, 2025, she was confronting an urgent medical situation involving her [REDACTED] and that his placement at facility was lost. Ms. Bruder claims that historically prior Human Resources Directors followed a custom of distributing updated insurance information and temporary identification cards electronically on or about October 1st. She stated that Ms. Billing declined to follow that practice and refused to provide the updated policy information and temporary identification card despite repeated requests. Ms. Bruder acknowledged that she was emotional during this period. Ms. Bruder noted that the City Clerk contacted the insurance carrier and obtained the necessary information for her. Ms. Bruder stated that “the record reflects a failure in benefits administration, not wrongdoing by [her].” Ms. Bruder did not address whether she was informed that she had health insurance coverage that day. She also did not distinguish between the October 1st and October 3rd incidents.

Ms. Bruder further denied that she threatened or intimidated any employees or that she took any adverse action against Ms. Billings or anyone else. She also stated that Ms. Billings claim that she is unable to “confidently participate in Town activities” for fear of retaliation is unsupported and speculative. Ms. Billings further stated that her interactions were limited and isolated and occurred in the presence of the Town Manager and were directly tied to a benefits issue. Ms. Bruder did not address her second interaction with Ms. Billings on the issue. Ms. Bruder further denied improperly discussing the investigation with Town employees or attempting to solicit their support. She also claimed that the allegations that she discussed any issues with Town employees were outside the scope of the initial complaint.

IV. FINDINGS OF FACT

As discussed above, several employees were interviewed in conjunction with this investigation. It must be noted that a couple of employees indicated that they were concerned about giving witness statements because they feared being retaliated against by Vice Mayor Bruder. Town Manager, Lindsley Noel, was made aware of this issue during the investigation and confirmed that no employee would be retaliated against for cooperating in this investigation.



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As mentioned below, the names of certain employees are being withheld from this report pursuant to their request and so that I could ensure that I obtained truthful statements.

1. October 1, 2025 Incident

Mr. Noel was a witness to the first incident between Ms. Billings and Ms. Bruder as the incident occurred in his office. Mr. Noel confirmed that he requested Ms. Billings to come to his office to meet with Ms. Bruder as she had questions regarding coverage and the status of the Town's insurance membership. Mr. Noel confirmed that Ms. Bruder asked Ms. Billings questions regarding the insurance coverage, to which Ms. Billings attempted to answer. Mr. Noel recalled that Ms. Bruder asked Ms. Billings something about smiling, to which Ms. Billings stated that she was not laughing. He stated that Ms. Bruder then left his office and slammed the door and later slammed the trailer door. Mr. Noel stated that he did not believe Ms. Billings was smiling or being disrespectful to Ms. Bruder. He further stated that the day after, Ms. Bruder called him to apologize for slamming the door and that she stated that she had a lot going on. Another employee who was standing outside/in front of the trailer, witnessed Ms. Bruder walk out of the trailer and slam the trailer entrance door. The employee was startled by the slamming of the door and noted that it was very noticeable.

Mr. Noel confirmed that Ms. Bruder previously suggested another insurance broker, however, he made the decision to stay with the Town's current broker, as there was no need to change brokers. Mr. Noel also confirmed that Ms. Bruder spoke with him regarding one of the enrollment dates being on Rosh Hashanah. He stated that there was also one other Council member who also mentioned it to him. He stated that he instructed Ms. Billings to determine if there was another date that could be offered. Mr. Noel confirmed however, that he left it to Ms. Billings to decide what to do with the enrollment dates and that it was her decision to move one of the dates.

2. October 3, 2025 Incident

As discussed above, Ms. Bruder did not address the October 3rd incident. A third party, who was present in the trailer that is temporarily housing several departments, witnessed the October 3rd incident. According to this witness, he/she overheard Ms. Bruder speaking to Ms. Billings in an agitated tone about insurance information. He/she then witnessed Ms. Bruder slamming the door, opening it again and slamming it a second time. The employee stated that he/she went to Ms. Billings' office to ensure that she was okay and asked if she wanted him/her



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to lock the door. The employee stated that he/she was concerned as Ms. Billings appeared to be shaken up. The employee stated that the entire incident was shocking and inappropriate. The incident was also reported to the Town's Finance Director, Gerald Bryan, who saw Ms. Billings later that day. Mr. Bryan stated that he asked Ms. Billings how she was doing and that she responded that she was "dealing with it."

City Clerk, Evelyn Herbello, confirmed Ms. Bruder's claim that she assisted her with the insurance information. Ms. Herbello stated that Ms. Bruder walked into her office crying and told her that a facility informed her that the insurance membership numbers were incorrect. Ms. Herbello stated that usually insurance cards are sent by October 1st. Ms. Herbello stated that some employees did not have their insurance cards for a couple of months or even coverage, which was unusual. Ms. Herbello stated that she assisted Ms. Bruder in contacting the Town's broker and that the broker contacted Cigna to obtain the membership number. According to Ms. Herbello, a link was sent to all employees to complete a form and that form would be used by medical providers to call Cigna. Ms. Herbello stated that the link did not work and that is why she called the Town's broker. Ms. Herbello stated that the Chief of Police, Luis Alvarez, came into her office during the time she was attempting to get the membership number for Ms. Bruder.

Chief Alvarez confirmed that he entered Ms. Herbello's office, unrelated to this incident and witnessed Ms. Bruder crying. He stated that Ms. Bruder mentioned that she was upset about the insurance information and that it was related to her [REDACTED]. Chief Alvarez stated that he contacted Ms. Billings, who was away from her office and asked her whether she needed to come back to work. Chief Alvarez stated that he was the Acting Town Manager that day and he was attempting to diffuse the situation. He stated that he offered Ms. Billings to take the rest of the day off but that she did not take him up on the offer because she had some work to complete that day. Chief Alvarez stated that he updated the Town Manager on the issue.

3. Additional Relevant Facts

During the course of this investigation, I was made aware that Ms. Bruder attempted to speak about the investigation to a certain Town employee. That employee is fearful of retaliatory actions by Ms. Bruder and requested that his/her name be withheld from the report. That employee stated that Ms. Bruder approached him/her and attempted to discuss Ms. Billings complaint with him/her and made a statement that "people have no idea what they are getting into." The employee in question stated that he/she informed Ms. Bruder that he/she did not want



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to have the conversation and that he/she would need to inform the Town Manager of the conversation. He/she also stated that he/she felt intimidated by the interaction. That employee also indicated that while he/she has always had a good relationship with Ms. Bruder, he/she is aware of Ms. Bruder's involvement with the former Human Resources Director and IT Manager terminations. Specifically, he/she stated that Ms. Bruder previously made statements of not wanting these former employees around anymore and that they were later terminated.

Another employee, who also requested that his/her name be withheld from the report, stated Ms. Bruder frequently inserts herself into the day to day operations of the Town. He/she further stated even though Ms. Bruder is a member of the Town's Council, she tends to act as though she is individually in charge of the Town and attempts to use her position to intimidate employees. An example given was regarding the choice of colors for the Town's holiday lights. According to this employee, Ms. Bruder complained to the Town Manager about the holiday lights colors and placement of decorations. Ms. Bruder was the Council member designated to make design choices. According to this employee, Ms. Bruder gave her design choices to the City Clerk who passed it on to the employee in charge of communicating with the vendor. When the holiday decorations were not well received by the public, Ms. Bruder allegedly attempted to pass blame to the employee communicating with the vendor and scheduled a meeting with the Town Manager to attempt to discipline the employee. Another example given was that Ms. Bruder consistently walks into employee's offices demanding to speak with the employees, with no regard for the employees' schedules or calendar commitments.

II. CONCLUSION

As stated above, my investigation included interviews of several employees, a review of all materials produced to me, including numerous policies, and the Town's Charter. While the incidents between Ms. Billings and Ms. Bruder were substantiated as discussed above, it does not rise to the level of hostile work environment or harassment under Federal or Florida law. Although Ms. Bruder's emotional state was substantiated by several witnesses, some of those witnesses opined that her behavior was unprofessional. It is clear that Ms. Bruder recognized her behavior as inappropriate as she called the Town Manager to apologize. She did not, however, apologize to Ms. Billings.

Ms. Bruder's claim that Ms. Billings would not assist her with the insurance information is inaccurate. Ms. Billings provided Ms. Bruder with the information to contact Cigna and attempted to explain the process to Ms. Bruder, just as she had with other employees. Furthermore, Ms. Billings was not responsible for Cigna's failure to provide insurance cards during the Town's transition to a new health plan. Admittedly, Ms. Herbello was able to track



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down the information Ms. Bruder needed through the Town's broker's assistance. While Ms. Billings could have potentially assisted Ms. Bruder with the same support, Ms. Bruder's behavior towards Ms. Billings on October 1st essentially made it impossible to do so.

Claims regarding Ms. Bruder's involvement in administrative issues involving employees is accurate. Ms. Bruder's demand for the employee list provided to Cigna was inappropriate and a violation of the Town's Charter. Ms. Billings was well within her right as a Town employee to refuse to give Ms. Bruder that information. Furthermore, Ms. Bruder's own statement that Ms. Billings should be "scared for her job" and other witnesses belief that Ms. Bruder would retaliate against employees, is concerning. According to the Town's Charter, Council members are prohibited from giving orders to employees, either publicly or privately and are required to communicate directly with the Town Manager. Additionally, the Town's Charter specifically authorizes that only the Town Manager can make decisions regarding the hiring and firing of employees. It must be noted, however, that the Town Manager is hired and fired by the Town's Council. This could create a conundrum if a Council member insists that an employee be terminated by the Town Manager and he refuses. The Town Manager, Mr. Noel, however, stated that he would always assess an employee based on performance and had no intentions of terminating any employee in retaliation for exercising his/her right to file a complaint.

Please let me know whether I can assist with any further issues related to this investigation.

Very Truly Yours,
Ria Chattergoon
Ria Chattergoon



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
T: 305-723-1876
www.algofirm.com

March 19, 2026

**Via Electronic Mail (Lnoel@bayharborislands-fl.gov;
Tgimenez@bayharborislands-fl.gov)**

Lindsley Noel
Town Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Via Electronic Mail (ria@therclawgroup.com)

Ria N. Chattergoon, Esq.
RC Law Group
3900 Hollywood Boulevard, Suite 301
Hollywood, Florida 33021

**Re: Formal Response and Objection to Investigation Report – Complaint by
Kerry-Anne Billings**

Town Manager Noel:

We represent Vice Mayor Stephanie Bruder in connection with the investigative report prepared by Ria N. Chattergoon, Esq., of the RC Law Group, dated March 11, 2026, concerning the complaint filed by Human Resources Director Kerry-Anne Billings (the “Report”).

After reviewing the Report in its entirety – particularly the findings set forth on pages 9 through 16 – it is evident that the Report is fundamentally flawed and serves no other reason than a political attack on my client by her enemies in the City. The document contains numerous factual inaccuracies, unsupported conclusions, irrelevant allegations, and speculative assertions that cannot withstand scrutiny.

Rather than presenting an objective assessment of the facts, the Report relies heavily on unverified statements, anonymous witnesses, and conjecture while simultaneously ignoring critical evidence that contradicts its narrative. Despite expressly concluding that the Vice Mayor’s alleged conduct did “not rise to the level of hostile work environment or harassment under Federal or Florida law,” the Report nevertheless attempts to improperly portray her as having engaged in misconduct.

For these reasons, the Report cannot be relied upon as a fair or credible investigative product and must be withdrawn.



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
T: 305-723-1876
www.algofirm.com

The Investigation Relies on Anonymous Allegations and Speculation

A central defect in the Report is its reliance on unnamed witnesses whose identities are intentionally withheld. Throughout the findings section, the investigator repeatedly references statements from unidentified employees who allegedly feared retaliation or claimed to have witnessed misconduct.

This investigative method fundamentally deprives Vice Mayor Bruder of the ability to assess the credibility of the individuals making the allegations or to meaningfully respond to them. No names are disclosed, no written witness statements are attached, and no corroborating evidence is provided. The result is that serious accusations are presented as fact while the underlying sources remain anonymous and unverified.

An investigation that relies on anonymous accusations as facts while denying the accused the ability to confront or respond to the accusers is not objective fact-finding. It is speculation disguised as investigative reporting. It is also important to note that not even the Florida Commission on Ethics nor the Miami-Dade Commission on Ethics & Public Trust accept complaints from anonymous persons because its considered hearsay and unreliable.

The repeated references to unnamed employees who allegedly feared retaliation are particularly problematic. The Report provides no evidence that any employee was threatened, disciplined, or subjected to adverse action by Vice Mayor Bruder. Indeed, the investigator acknowledges that Vice Mayor Bruder has no authority to hire, fire, discipline, or otherwise take employment action against Town staff under the Town Charter. Yet the Report nevertheless relies on vague claims of fear to imply misconduct where none exists or has been proven to exist.

The Report Ignores the Central Issue: HR's Failure to Properly Administer Employee Benefits

Perhaps the most glaring omission in the Report is its failure of the Town Manager to address the central issue underlying the October incidents. That is, the failure of the Human Resources Department to properly administer employee health benefits during the transition to the Town's new insurance plan. Instead, it unfairly targets my client.

The Report itself acknowledges that City Clerk Evelyn Herbello confirmed that insurance cards were normally issued by October 1 and that multiple employees had not received their insurance cards for months following the transition.



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
T: 305-723-1876
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Ms. Herbello further confirmed that some employees did not have active coverage during this period and that the electronic link provided to employees to obtain insurance information did not work. These statements are contained in the investigator's own findings.

Yet the Report inexplicably minimizes these facts and fails to recognize their significance. The administration of employee benefits, including ensuring that employees have access to their insurance information and coverage, is one of the core responsibilities of a Human Resources Director. Employees should not be required to spend hours searching for their own coverage information or navigating non-functional systems during a benefits transition.

The evidence confirms that the insurance information ultimately needed by Vice Mayor Bruder was obtained not by the HR department but by the City Clerk, who contacted the Town's broker directly to obtain the membership number. The investigator nevertheless concluded that Ms. Billings had assisted Vice Mayor Bruder. That conclusion is demonstrably inconsistent with the record described in the Report itself.

If any action needs to be taken by this Report, it's against the Human Resources Director. The undisputed facts show that the HR Department failed to timely provide routine benefits documentation and failed to follow up when the insurance link provided to employees did not function.

The Report Acknowledges the Medical Emergency but Mischaracterizes Its Significance

The investigator acknowledges that Vice Mayor Bruder was visibly upset and crying in the City Clerk's office because the situation involved a serious medical issue concerning [REDACTED].

Despite recognizing the gravity of the situation, the Report nonetheless characterizes Vice Mayor Bruder's emotional distress as "unprofessional behavior." That characterization reflects a troubling lack of context and basic fairness and shows the true intent of the Report was to politically attack and embarrass the Vice Mayor.

Vice Mayor Bruder was attempting to obtain insurance information necessary for medical care for [REDACTED] during an emergency situation. When the information could not be obtained from the HR department, whose responsibility it was to administer the benefits, she sought assistance elsewhere within the Town administration. Under these circumstances, frustration and emotional distress are entirely understandable.

If the incident had genuinely created the level of fear or intimidation suggested in the Report, one would expect that Ms. Billings would have accepted the opportunity to leave for the



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
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day, which the Acting Town Manager offered her. Her refusal to do so further undermines the narrative that the encounter created an unsafe or threatening workplace environment.

The Investigator Improperly Attributes Statements to Vice Mayor Bruder

The Report attributes several statements to Vice Mayor Bruder that are either unsupported or inaccurately characterized. For example, the investigator claims that Vice Mayor Bruder allegedly stated that Ms. Billings should be “scared for her job.”

No evidence is provided to support this false and defamatory claim. Presenting such a statement as fact, without corroboration, demonstrates a troubling disregard for accuracy.

The Report also concludes that Vice Mayor Bruder violated the Town Charter by requesting an employee list related to insurance enrollment. This allegation is both factually and logically unsound.

Vice Mayor Bruder’s sole concern was obtaining her own insurance information during a medical emergency. She had no reason or interest in obtaining a master employee list. The investigator’s conclusion that such a request occurred, and that it constituted a Charter violation, appears to be based entirely on Ms. Billings’ interpretation of the interaction rather than on objective evidence.

The Report Includes Irrelevant Allegations Outside the Scope of the Investigation

The investigation was initiated to review a complaint concerning two specific interactions on October 1 and October 3. Despite this limited scope, the Report includes numerous unrelated allegations concerning matters such as holiday decorations, rumors about prior employee terminations, and general claims that Vice Mayor Bruder is “overly involved” in Town operations.

These allegations are unsupported, irrelevant, and beyond the scope of the investigation. Their inclusion serves no legitimate investigative purpose and instead appears designed to portray Vice Mayor Bruder in a negative light unrelated to the issues under review.

An investigative report should focus on verified facts relevant to the complaint being investigated. It should not serve as a platform for airing unrelated grievances or workplace rumors.

The Report Omits Critical Context

The Report also fails to adequately acknowledge several important contextual facts. The initial conversation between Vice Mayor Bruder and Ms. Billings occurred in the Town Manager’s



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
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office with the Town Manager present. This fact directly contradicts any suggestion that Vice Mayor Bruder was improperly directing staff or attempting to circumvent the Town's administrative structure.

Similarly, the Report does not acknowledge that Ms. Billings was offered accommodation to address her concerns, including the option of relocating her workspace. The omission of these facts further illustrates the one-sided nature of the Report's narrative.

The Report Reflects a Fundamentally Flawed Investigative Process

Taken as a whole, the investigative process reflected in the Report cannot reasonably be characterized as neutral or objective. The investigator relied on anonymous witnesses, including unsupported allegations, mischaracterized statements, ignoring key evidence, and incorporated irrelevant accusations outside the scope of the complaint. The resulting document reads less like an investigative report and more like an advocacy document constructed around a predetermined narrative to embarrass the Vice Mayor and cause her political harm.

The Report Is Defamatory and Must Be Withdrawn

Because the Report contains numerous false statements and unsupported allegations concerning Vice Mayor Bruder's conduct, its publication and dissemination are defamatory and damaging to her reputation as an elected official.

Accordingly, Vice Mayor Bruder formally demands that the Town immediately withdraw the Report and remove it from all Town records and public dissemination. Written confirmation that the findings are not being adopted by the Town should be provided promptly. If we do not receive timely and satisfactory compliance, we will proceed to litigation without further notice.

Florida Public Records Request Pursuant To Chapter 119, Florida Statutes

Pursuant to Chapter 119, Florida Statute, the Florida's "Public Records Law," we demand copies of all written communications and documentation that are part of this unjust investigation, including all documentation and communications by any member of the Town and any member of the RC Law Group dealing with this investigation and/or Report, any recordings made by the RC Investigations connected with this Report, witness statements, interview notes, and draft versions of the Report.

If you refuse to provide any of this information, please state with particularity the reasons for your decision to withhold disclosure. If any exemption or privilege claimed only applies to a



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815 Ponce De Leon Blvd
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portion of the records, please delete that portion and provide photocopies of the remainder of the records.

Preservation & Litigation Hold

You are now on notice of potential litigation. You are required to take all necessary steps to preserve, and not destroy, conceal, or alter, any and all communications and documents relevant to this matter, including by way of example, and without limitation, emails, texts, messaging apps, social media posts, voicemails, records, files, cloud backups, device data, drafts, and other data, wherever located and regardless of the format or media. Failure to preserve, or any intentional destruction of this evidence, may result in sanctions, adverse evidentiary inferences, and other penalties.

Conclusion

In sum, the investigation failed to fairly or objectively evaluate the facts surrounding the events of October 1 and October 3. Rather than focusing on the documented failures in benefits administration that precipitated the situation, the Report relies on speculation, anonymous accusations, unsupported statements, and allegations that are either irrelevant to the complaint or wholly outside the scope of the investigation.

Notably, the investigator expressly concluded that Vice Mayor Bruder's alleged conduct "did not rise to the level of hostile work environment or harassment under Federal or Florida law." Yet despite this clear finding that no actionable wrongdoing occurred, the Report nevertheless attempts to improperly portray the Vice Mayor as having engaged in misconduct. The document does so through the inclusion of factual inaccuracies, unsupported conclusions, and inflammatory allegations that serve no legitimate investigative purpose. In effect, the Report simultaneously acknowledges that no legal violation occurred while attempting to manufacture the appearance of improper behavior, thereby unfairly and unjustifiably tarnishing the Vice Mayor's reputation.

The Town should not adopt, rely upon, or disseminate a report that is so plainly flawed in both its factual findings and its reasoning. Accordingly, Vice Mayor Bruder demands that the Report be withdrawn and removed from Town records and any public dissemination. Vice Mayor Bruder further demands production of all materials related to the investigation pursuant to Chapter 119, Florida Statutes, including but not limited to witness statements, communications, documents, interview notes, and recordings.

Nothing contained in this letter should be deemed or construed to waive any rights or remedies available to our clients under Florida or federal law arising from the preparation,



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
T: 305-723-1876
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publication, and dissemination of this defamatory reports, all such rights and remedies being hereby expressly reserved.

Sincerely,

/s/ Ignacio Alvarez

Ignacio Alvarez



ALGO LAW FIRM, LLP
815 Ponce De Leon Blvd
Suite 101
Coral Gables, FL 33134
T: 305-723-1876
www.algofirm.com

March 2, 2026

Ria N. Chattergoon, Esq
RC Law Group
3900 Hollywood Boulevard
Suite 301
Hollywood, FL 33021

Re: Response to Complaint Against Bay Harbor Islands, Fl. Vice Mayor Stephanie Bruder

Dear Ms. Chattergoon:

Our firm represents Bay Harbor Islands Vice Mayor Stephanie Bruder in connection with the complaint filed by Human Resources Director Kerry-Anne Billings. This letter constitutes Vice Mayor Bruder's formal response.

At the outset, the governing issue is straightforward and dispositive: Vice Mayor Bruder did not violate the Town Charter, did not direct any employee to take action, did not threaten any employee, and did not engage in misconduct of any kind. The complaint attempts to recast a disagreement over benefits administration—arising during a documented medical emergency—as harassment. The facts do not support that characterization.

Under the Bay Harbor Islands Town Charter, individual councilmembers possess no authority to hire, fire, discipline, supervise, or direct Town employees. They may act only through duly noticed public meetings, and the Charter expressly prohibits individual interference with administrative functions. Vice Mayor Bruder understands and adheres to those limitations. At no time did she direct Ms. Billings to take action, nor could she have done so under the Charter. She asked questions regarding her own health insurance benefits—questions she was fully entitled to ask as an elected official and participant in the Town's health plan. Inquiry into one's own benefits is not direction, and expressing concern is not supervision.

The underlying dispute began when annual open enrollment was scheduled during Rosh Hashanah, one of the holiest days in the Jewish faith. As Ms. Billings acknowledges, the enrollment period fell during this High Holy Day, thereby requiring observant individuals to choose between participating in once-a-year benefits enrollment and observing their religious obligations. Vice Mayor Bruder was not alone in raising this concern; other Councilmembers shared it. The Town Manager was present during the communications.



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Ultimately, the matter was corrected. Raising concerns about scheduling mandatory enrollment during a sacred religious holiday does not constitute harassment. It reflects reasonable sensitivity to religious observance within a community where a significant portion of elected officials and residents are Jewish.

The more serious issue arose on October 1, 2025, when Vice Mayor Bruder was confronting an urgent medical situation involving [REDACTED]. Historically, prior HR Directors had followed the custom and practice of distributing updated insurance information and temporary identification cards electronically on or about October 1. Ms. Billings declined to follow that practice and refused to provide the updated policy information and temporary identification card despite repeated requests. The Town Manager was present during the communications.

The documentation was urgently needed so that Vice Mayor Bruder's [REDACTED] could obtain immediate care at [REDACTED] with limited availability. Because the insurance information was not provided in a timely manner, that placement was lost. [REDACTED] subsequently [REDACTED] to Mount Sinai Medical Center [REDACTED]. Vice Mayor Bruder acknowledges that she was emotional during this period. [REDACTED] confronting such circumstances would be. Emotional distress during a medical emergency is not misconduct, nor is it evidence of harassment.

Notably, the City Clerk, not the HR Director, contacted the insurance carrier and obtained the necessary information. The record reflects a failure in benefits administration, not wrongdoing by Vice Mayor Bruder.

The complaint further references unnamed "employees" who allegedly felt threatened or intimidated. No names are provided. No statements are produced. No dates or documentation are identified. No formal complaints have been filed. These vague assertions appear to be an attempt to expand the scope of the investigation beyond the original insurance dispute. Vice Mayor Bruder categorically denies threatening or intimidating any employee. She has no authority to discipline or retaliate against Town staff, and she has taken no adverse action against Ms. Billings or anyone else. Any suggestion that Ms. Billings is unable to "confidently participate in Town activities" for fear of retaliation is unsupported and speculative.

Importantly, Ms. Billings does not allege a violation of the Town Charter. Instead, she appears to characterize the interaction as creating a hostile work environment. That standard requires conduct that is severe or pervasive enough to alter the conditions of employment. Here, the interactions were limited and isolated, occurred in the presence of



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the Town Manager, and were tied to a discrete benefits issue during a medical **REDACTED**.

The Town Manager even offered remedial measures, including relocation of workspace, which Ms. Billings declined. A disagreement over benefits administration—even one that becomes emotionally charged under extraordinary circumstances—does not meet the legal threshold for a hostile work environment.

We also object to inquiries suggesting that Vice Mayor Bruder improperly discussed the investigation with Town employees. Those allegations are outside the scope of the initial complaint and suggest an unwarranted fishing expedition. Vice Mayor Bruder denies discussing the matter inappropriately or soliciting support from any employee.

Pursuant to Chapter 119, Florida Statutes, we formally request copies of all written complaints, witness statements, communications, notes, memoranda, recordings, and draft or final investigative reports related to this matter. To the extent that any materials are temporarily exempt during an active investigation, we request production immediately upon conclusion of your review.

In sum, the record demonstrates no Charter violation, no improper direction of staff, no threats, no retaliation, and no pattern of misconduct. At most, this matter reflects a parent reacting emotionally during a **REDACTED** compounded by the refusal of the HR Director to provide routine insurance documentation and by the scheduling of open enrollment during a sacred religious holiday.

Vice Mayor Bruder acted within her rights, within the limits of the Charter, and within reason. We trust that a fair and objective review of the evidence will reach that same conclusion. Nothing herein shall be deemed a waiver of any rights or remedies available under Florida or federal law, all of which are expressly reserved.

Sincerely,

/s/ Ignacio M. Alvarez

Ignacio M. Alvarez