



# PALM BEACH COUNTY COMMISSION ON ETHICS

300 North Dixie Highway, Suite 450, West Palm Beach, Florida 33401

Hotline: 877-766-5920 or 561-355-1915

**RECEIVED**

SEP 23 2015

Commission on Ethics  
by:

## COMPLAINT FORM

### 1. Complainant (Person bringing Complaint) *Add pages, if necessary.*

*Please list all information where you would like to be contacted. Our preference is email.*

Name: J. Mark Dougan E-Mail: md@legalstork.com  
Address: \_\_\_\_\_  
City: Lake Worth Zip: 33467  
Home #: \_\_\_\_\_ Work #: 561 370 7473 Cell #: 561 900 6284

### 2. Respondent (Person against whom complaint is made) *Add pages, if necessary.*

*Please provide as much information as possible.*

Name: Elliot Scott Cohen E-Mail: elliott@cohenpublicity.com  
Address: 12286 Riverfalls Court (Work: 401 Clematis Street, WPB, FL 33401)  
City: Boca Raton Zip: 33428  
Home #: \_\_\_\_\_ Work #: (561) 822-2222 Cell #: (561) 676-4949  
Title/Office Held or Sought: City of West Palm Beach Communications Director

### 3. IF KNOWN, CHECK THE BOX OR BOXES THAT APPLY

☒ Allegation is against person in County/Municipal Government  
☐ Allegation is about County/Municipal/Whistleblower Retaliation

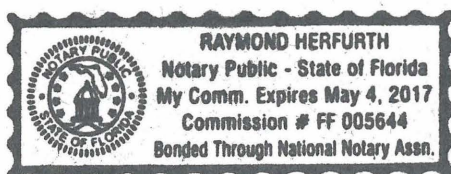
### 4. STATEMENT OF FACTS BASED ON YOUR PERSONAL KNOWLEDGE

In a separate attachment, please describe in detail the facts and actions that are the basis of your complaint, including the dates when the actions occurred. Also attach any relevant documents as well as names and contact information of persons who may be witnesses to the actions. If known, indicate the section of the ordinance you believe is being violated. For further instructions, see page 2 of this form.

### 5. OATH

I, the person bringing this complaint, do depose on oath or affirmation and say that the facts set forth in the foregoing complaint and attachments are true and correct, to the best of my knowledge and belief.

Signature of Person Making Complaint



STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 18<sup>th</sup> day of September, 2015, by

J. Mark Dougan  
(Name of Person Making Statement)

who is personally known to me \_\_\_\_\_ or produced identification X. Type of identification produced:

Valid USA Passport

(Signature of Notary Public, State of Florida)

Raymond Herfurth

(Print, Type, or Stamp Commissioned Name of Notary Public)

Friday, September 18, 2015

To: Palm Beach County Commission on Ethics  
From: J. Mark Dougan  
RE: Apparent ethics violations of WPB Communications Director Elliot Cohen

To Whom it may Concern:

I am writing about concerns of the West Palm Beach Communications Director, Elliot Cohen. A few days ago, Jose Lambiet of Gossip Extra was able to obtain and report on thousands of emails posted by Cohen, revealing some of the most closely guarded secrets of the West Palm Beach Police Department and other local and federal agencies, as well as their joint task forces.

These emails revealed the identities of undercover officers, confidential informants, details of raids, etc. These emails were all posted by Cohen on the City of West Palm Beach's web site in an effort to deter and frustrate competitive investigative journalists who have the job of reporting on issues in these cities.

Jose Lambiet also reported that the salaried Cohen has a secret side job for his own public relations company, as well as a crisis consultant for the City of Miami Lakes at \$150 per hour. Mr. Cohen has been doing this work under his middle name, Scott, seemingly to deceive the public and to ensure no one becomes aware of his side job. Thanks to investigative journalists, like Lambiet, that Cohen has been working to thwart, this information has come to light and enables me to make this complaint to your office.

There are several things that are really troubling about the entire scenario, and questions that need to be answered to make sure there is accountability and to restore public trust:

1. How did Elliot Cohen receive all of this classified and confidential information? His job does not allow him access to such sensitive and secretive information that, released to the wrong people, could get members of the City's Finest hurt or killed.
2. Elliot Cohen draws a salary from the City of West Palm Beach, no matter what he does; the \$150 per hour he bills to customers of his own private consulting work must be worked for and earned. Was Cohen so busy working for those private customers that he neglected to do his full-time, taxpayer-funded job diligently and to the best of his ability? It seems he was so busy earning that \$150 per hour that he committed malfeasance to his duties to West Palm Beach and failed to examine the information provided to him before he haphazardly threw it up on West Palm Beach's website.
3. Is Cohen using his position at West Palm Beach, as well as City resources to conduct his private business? It would seem he has been using their email and computers to do his work.

FROM THE DESK OF  
J. MARK DOUGAN

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4. Why does Cohen also hold a side job with a city contractor, Redevelopment Management Associates? With Mr. Cohen's position within the City of West Palm Beach, as well as important government officials whom he has regular access and whom he can influence, it seems nothing short of a massive conflict of interest that could easily accommodate corruption rising to a criminal level. This is why WPB City Ordinance 4023-07 **expressly forbids** city employees from working for city contractors, an ordinance Cohen readily violated, perhaps with West Palm Beach Mayor Jeri Muoio's knowledge.

Respectfully, these matters deserve scrutiny and warrant an investigation by the Palm Beach County Commission on Ethics because the citizens and officers of West Palm Beach deserve better than what they are receiving from Mr. Cohen and others with the knowledge of these violations.

Sincerely,



J. Mark Dougan  
(561) 900-6284

**DIVISION 2. CONFLICTS OF INTEREST.**

Sec. 2-510—2-512. Reserved.

**Sec. 2-513. Parties contracting with city; prohibition of employment of certain officials and employees.**

(a) The mayor, members of the city commission, and all department heads or directors of the city shall not solicit, accept, nor be employed, directly or indirectly, by any person, firm or corporation having any contractual relation with, or rendering any services to the city, or any department or agency thereof.

[F.S. 112.313(7)(a)]

(b) No person, firm or corporation having any contractual relation with, or rendering any services to the city, or any department or agency thereof, shall employ, directly or indirectly, the mayor, any member of the city commission, or any department head or director of the city. No persons, firm or corporation which has the mayor, member of the city commission, or department head or director as an employee, shall be eligible to be considered to have a contractual relation with or to render for any consideration, services to the city.

(c) No employee of the city (other than those employees identified in subsection (a) above) or member of any board, commission or agency of the city, shall be directly or indirectly employed by any person, firm or corporation having, or proposing to have, any contractual relation with or rendering, or proposing to render for any consideration, services to the city or any department, board or agency thereof, if the approval, concurrence, decision, recommendation or advice of the official or employee shall be sought, obtained or required in any connection with such contract or service.

[F.S. 112.313(7)(a)]



## MEMORANDUM OF INQUIRY

To: Mark E. Bannon, Executive Director  
From: Anthony C. Bennett, Investigator  
Re: C15-021 - Elliot Cohen, Communications Director, City of West Palm Beach

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- **Background**

This matter came to the attention of the PBC Commission on Ethics (COE) by way of a sworn Complaint filed with the COE by J. Mark Dougan. The sworn Complaint submitted to COE staff was signed and notarized on September 18, 2015, and received by COE staff on September 23, 2015. Respondent is Elliot Cohen Communications Director for the City of West Palm Beach (City).

Complainant's initial allegation concerns PBC Code of Ethics §2-443, *Misuse of public office and employment*, Subsection (d) *Contractual relationships*. Complainant alleges Respondent currently has a "secret" side job working for his own public relations company. It is alleged Respondent also works as a crisis consultant for the City of Miami Lakes at a rate of \$150 per hour. Complainant states Mr. Cohen has been working under his middle name "Scott" in an attempt to deceive the public so no one is aware of his side jobs.

Complainant's initial allegations also concerns PBC Code of Ethics §2-443, *Misuse of public office and employment*, Subsection (i) *Disclosure or use of certain information*. Complainant alleges a Gossip Extra reporter was able to obtain and report on thousands of emails posted by Complainant. The emails allegedly contained information surrounding City police operations as well as other local, state and federal joint law enforcement investigations. According to Complainant, this information was supposed to be classified and not released to the general public.

Complainant listed a series of questions in a letter that accompanied the complaint form. The questions include:

1. "How did Elliot Cohen receive all of this classified and confidential information?"
2. "Was Elliot Cohen so busy working for private customers that he neglected to do his full-time, taxpayer funded job diligently and to the best of his ability?"
3. "Is Cohen using his position at West Palm Beach, as well as City Resources to conduct his private business?"
4. "Why does Cohen hold a side job with a City contractor, Redevelopment Management Associates?"

Complainant also cited City Ordinance #4023-07(b), *No person, firm or corporation having any contractual relation with, or rendering any services to the city, or any department or agency thereof, shall employ, directly or indirectly, the mayor, any member of the city commission, or any department head or director of the city.*

- **Documents provided by Complainant and submitted to the Inquiry file**

1. Original complaint from J. Mark Dougan. (1 page)
2. Original statement of allegations in the form of a typewritten letter dated September 18, 2015, attached to the complaint and affixed with the Complainant's signature. (2 pages)
3. Copy of City Ordinance No. 4023-07: *Division 2. Conflicts of Interest*. (1 page)
4. Address card listing the return address for Complainant.

- **Inquiry**

Complainant focused on a series of questions that he felt were possible ethics violations. The first of which dealt with the possibility of Respondent receiving and releasing confidential information. Section 2-443(i) – Disclosure or use of certain information, prohibits employees from disclosing information not available to members of the general public for his or her personal gain. To see if this allegation met this standard, I conducted a search of the City website, [www.wpg.org](http://www.wpg.org). No information regarding the release of sensitive information was found anywhere on the site.

Next I reviewed the Gossip Extra website, [www.gossipextra.com](http://www.gossipextra.com). Within the article title *EXCLUSIVE – Here Are The Secrets Published by Accident in The City of West Palm Beach’s Official Website!*, I was able to locate information which stated Respondent forwarded 2,000 plus emails to the WPG news organization as part of a public records request. Copies of the emails were also published which listed several local, state and federal law enforcement officials discussing alleged investigation information via email correspondence. Based on this, it would appear that the documented information was released or disclosed improperly; however, in order to be a possible violation there would need to be evidence which would support Respondent would have some type of personal gain. There was no evidence neither presented by Complainant nor uncovered during this inquiry to indicate Respondent would gain personally by releasing or disclosing such information.

The next three (3) issues listed by Complainant dealt with the possibility of Respondent working for “private customers” and neglecting his fulltime duties, using City resources to conduct private business and holding a “side job” with a City contractor. In an effort to substantiate these allegations, I reviewed information forwarded to the COE from the Office of the Inspector General (OIG). The information included a typed letter submitted by West Palm Beach City Administrator, Jeffery Green, requesting the OIG investigate several allegations submitted to the City by Mr. J. Mark Dougan (Complainant) via email. A copy of the email sent by Complainant was included, which mirrored the original letter submitted to the COE with the sworn Complaint. Additional materials submitted included copies of RMA and City website pages. To further investigate, I contacted Respondent in an effort to conduct a formal interview.

**On Thursday, December 10, 2015, at 10:59 am, I conducted a sworn audio recorded interview with Respondent at City of West Palm Beach City Hall – 401 Clematis Street, West Palm Beach, FL 33401. Respondent requested that he also be allowed to record the interview, to which I agreed. Below are the details of that interview:**

Respondent stated his full name and advised that he was Director of Communications for the City. He stated his work address was 401 Clematis Street, West Palm Beach, FL 33401 and provided a telephone number and email address for future contact purposes.

Respondent stated he has been Director of Communications for the City since May of 2012. His duties included servicing the public relations and the marketing efforts for the City. He advised he primarily handles all City departments except the West Palm Beach Police and Fire Departments, each of which have their own Public Information Officers. He advised he does not have “set” working hours and stated he is an exempt employee and has the ability to adjust his working hours to “flex-in and flex-out”. The only requirement is that his work and responsibilities are completed. He defined his status as salaried as opposed to hourly. He also stated he reports directly to the Mayor of West Palm Beach (Jeri Muoio).

Respondent was asked if he knew Mr. Jon Ward. He advised “Yes,” and stated Mr. Ward is the current Executive Director of the West Palm Beach Community Redevelopment Agency (CRA). Respondent advised to his knowledge, the CRA is a separate statutory legal entity from the City with main proposes of fighting blight and encouraging redevelopment in the areas within the City that need it. He stated the CRA is currently being run under contract by an outside vender, Redevelopment Management Associates (RMA).

Respondent stated as Director of Communications, he does interact with the CRA. He also stated they have their own separate marketing component, but he is asked to sometimes update City social media outlets to include marketing and other information coming from the CRA.

Respondent stated he is not directly involved in any of the CRA marketing activities, but if they want their information to be promoted through the actual City channels, he then gets involved. The mediums include the City Facebook pages, Twitter accounts, etc, which are part of his overall job requirements. This process is the same for all other City governmental departments that need access to City social media channels.

Respondent stated he does “not” work for the CRA. He also stated he does “not” work for Redevelopment Management Associates. He did advise that although he has never been an “employee” of RMA, he has “done some work under contract for them in the past.” He stated it was outside Public Relations contract work that started in January of 2013. He advised the work started before RMA was contracted with the City to run the CRA.

Respondent gave the following timeline. He started outside work for RMA in January of 2013. In June of 2013, the City began a conversation regarding the possibility of outsourcing the running and staffing of the CRA. Prior to that time, the CRA had been staffed and run by City employees. When he realized RMA would be one of the possible bidders to run the City's CRA, he suspended his contract with RMA. He stated he felt it would not be appropriate to do outside contract work with RMA if they were possibly going to run and staff the CRA.

Respondent stated in December of 2013, RMA did win the bid and was contracted to staff and run the City CRA. Respondent also reported that he did do three (3) to four (4) months worth of work for RMA in the "summer of 2014". He stated he did not do any work for RMA that involved any City business. Respondent then advised he checked the Palm Beach County Commission on Ethics website, reviewing past relevant decisions to see if he was compliant with the current Ethics Statutes. He said he found RQO10-038OE, in which the petitioner was advised that he "Could not sub-contract work for the City while he was an employee of the City". He stated he used the language in this RQO as a means to govern his interaction with RMA work working through his private contract. He stated he never provided any goods or services to the CRA, the City, or any other City. Respondent stated the purpose of his contract was to promote RMA as a separate entity. The time frame for this work was between June and August of 2014.

Respondent spoke of the "5 exemptions" under which the Code allows one to work and contract with a City. He stated he felt he did not fall into any of those categories, and advised because he was not an employee of RMA, he would not have been affected. He did say that he tried to ensure compliance with the spirit of the Code and the RQO that he referenced. Respondent stated he has no contract oversight at the CRA, does not participate in awarding contracts with CRA or with RMA, and has no contract enforcement powers within either of the two entities.

Respondent advised the work done in 2014 was completed on his own personal time and he was paid for the work. He reiterated his hours vary, and in some instances he can possibly work a seven (7) day work week and has worked weekends in the past, which is why his hours flex and the job is not considered a traditional working position.

Respondent stated he did complete a City Outside Employment Waiver, which was filed with the Mayor and Human Resources. I presented a copy of a Commission on Ethics Employee Conflict of Interest Waiver to Respondent. The form listed the name Elliot Scott Cohen as the "Employee", the City of West Palm Beach as the "Public Employer", and Cohen Publicity as the "Outside Employer". Respondent stated he recognized the form. He verified it was submitted by him on May 18, 2012 and signed on May 18, 2012 by Mayor Geraldine Muoio.

Respondent advised he used the company Cohen Publicity to complete outside work with RMA. He advised it is not a "formal Company" but a "fictitious name registration". He advised the name is registered with the State of Florida. He stated the purpose of Cohen Publicity was to offer PR and marketing services to entities. He stated Cohen Publicity does not do any business with the City of West Palm Beach or the City of West Palm Beach CRA. He also advised he does not, under his name or an alias name, do any personal or contractual business with the City of West Palm Beach or the West Palm Beach CRA.

He advised that he does not consider himself an "employee" of Cohen Publicity because it "technically" does not exist as an entity. It does not have a separate tax ID number, but he did say he is listed as the "Registered Agent" of the entity with the State. He advised he is the only person that does any type of work for this entity. He stated it is still an active entity, but he has no other contracts with any other City or client currently.

Respondent was asked to clarify as to when RMA signed the contract with the City CRA and when he signed the contract with RMA. He stated, his contract was signed in January of 2013 and RMA signed their contract with the City in December of 2013, which was after he already had a signed contract. He again stated he assisted RMA privately through Cohen Publicity with a video and press releases between June and August of 2014, for which he was paid. He again reiterated this work had nothing to do with the City or the CRA.

Respondent had no other information to add to this discussion.

**The interview was ended at 11:20 am the same day.**

Based on the information provided by Respondent during his interview and information provided by Complainant in a sworn Complaint based substantially on her own knowledge that there is sufficient documentation, if true, could support allegations that WPB Director of Communications Elliot Cohen may have acted in violation of one or more sub-sections of Section 2-443, *Prohibited conduct*, of the PBC Code of Ethics, I believe these sections of the Complaint are legally sufficient to open a formal investigation.

- **Recommendation**

Evidence obtained during this Inquiry indicates that there was no violation by Respondent of Section 2-443(b), *Corrupt misuse of official position*, or Section 2-443(i), *Disclosure of certain information*. The confidential information noted in the Complaint was received from the WPB Police Department as Respondent did not have direct access to the police internal databases. In addition, the information was released by Respondent as a result of a records request from a news organization as given to him by the Police Department. Finally, there is no allegation or evidence of financial or personal gain that Respondent may have received by releasing local, state and federal law enforcement confidential information. Thus there is **No Legal Sufficiency** for COE staff to open a formal investigation regarding those two allegations.

However, the information submitted by Complainant and/or evidence uncovered during the initial Inquiry reveal that, if true, Respondent may have acted in violation of Section 2-443(a), *Misuse of public office or employment*, and Section 2-443(d), *Contractual relationships*, of the PBC Code of Ethics of the PBC Code of Ethics.

As required under Section 2-260, *Procedure on complaints filed* of the PBC Commission on Ethics Ordinance, the information provided to the COE allege elements of a violation within the COE's jurisdiction, the Complainant appears to have personal knowledge, and a properly sworn Complaint Form was provided by the Complainant to the COE.

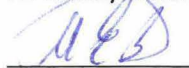
Therefore, I believe the allegations are **LEGALLY SUFFICIENT** for COE staff to open a formal investigation into the alleged violations of Section 2-443(a), *Misuse of public office or employment*, and Section 2-443(d), *Contractual relationships* of the PBC Code of Ethics by Elliot Cohen.

Submitted by:

  
Anthony C. Bennett  
PB County Commission on Ethics

  
Date

Reviewed by:

  
(Initials)

  
Date



## Anthony Bennett

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**From:** elliotcohenmail@gmail.com  
**Sent:** Tuesday, February 09, 2016 5:52 PM  
**To:** Anthony Bennett  
**Subject:** Re: FW: Document Request - COE

Anthony

I am in Tallahassee until Thursday but can send it to you when I get back.

But the email I was talking about wasn't something I forwarded to you. I gave you a hard copy during our first meeting.

Check your file. If you find it let me know. Otherwise I will scan it and send it to you Thursday.

Elliot

On Tue, Feb 9, 2016 at 12:45 PM -0800, "Anthony Bennett" <[ABennett@pbcgov.org](mailto:ABennett@pbcgov.org)> wrote:

Good Afternoon Mr. Cohen,

As I am finishing this up, you stated I had a copy of the contract suspension email that you previously sent to RMA. The only document that I found in my email search was the this email (read below) with the attached original contract. Any formal email or other document in which you laid out specifically that you were suspending the contract is needed to verify your statement.

If you have that document please forward it to me as soon as possible. If you do not have this document, let me know as well. This is the last item that I need for completion. Thank you in advance...

*Anthony C. Bennett*

Investigator

**Palm Beach County Commission on Ethics**

The Historic 1916 Palm Beach County Courthouse

300 North Dixie Highway, Suite 450

West Palm Beach, FL 33401

Ph 561-355-1956

Fx 561-355-1904

[www.palmbeachcountyethics.com](http://www.palmbeachcountyethics.com)





"Honesty, Integrity, Character"

NOTICE: Florida has a broad public records law. Most written communications to or from government officials or employees that involve official business are public records that will be disclosed to the public and media upon request. E-mail communications may be subject to public disclosure.

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**From:** Elliot Cohen [mailto:elliotcohenmail@gmail.com]

**Sent:** Thursday, December 31, 2015 8:52 AM

**To:** Anthony Bennett

**Subject:** Re: Document Request - COE

Anthony,

I am attaching the original contract signed in January, 2013. There was no new contract for work in 2014.

Elliot

On Mon, Dec 28, 2015 at 12:13 PM, Anthony Bennett <[ABennett@pbcgov.org](mailto:ABennett@pbcgov.org)> wrote:

Good Afternoon Mr. Cohen,

Based on our last conversation, would you happen to have a copy of the contract you spoke of between you and RMA? I believe you stated the contract was based on video work you completed for RMA over the summer of 2014. Could you please forward a copy of that contract to me at this email address. If it needs to be mailed, my physical address is listed below. Thank you in advance...

*Anthony C. Bennett*

**Investigator**

**Palm Beach County Commission on Ethics**

The Historic 1916 Palm Beach County Courthouse

300 North Dixie Highway, Suite 450

West Palm Beach, FL 33401

Ph 561-355-1956

Fx 561-355-1904

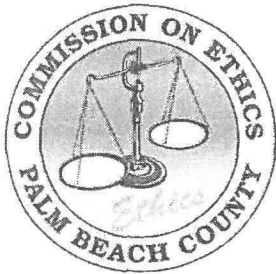


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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



# Palm Beach County Commission on Ethics

## Commissioners

Edward Rodgers, *Chair*  
Manuel Farach, *Vice Chair*  
Robin N. Fiore  
Ronald E. Harbison  
Bruce E. Reinhart

## Executive Director

Alan S. Johnson

January 26, 2011

William R. Merkle, Esquire  
Woolbright Corporate Center  
1901 South Congress Ave., Suite 120  
Boynton Beach, FL 33426-6549

RE: RQO 10-038 OE  
Prohibited contractual relationship

Dear Mr. Merkle,

The Palm Beach County Commission on Ethics has considered your request for an advisory opinion, and rendered its opinion at a public meeting on January 6, 2010.

YOU ASKED in your letters dated November 10, 2010, and November 16, 2010, whether your client, who is employed by the City of Boynton Beach as a Chief Electrician working for the Utilities Department, may work as an electrical sub-contractor for private companies that provide contracted electrical work on various projects for the City of Boynton Beach Building Department.

IN SUM, based on the facts you have submitted, the commission has determined that even working as a sub-contractor for a company with contracts for electrical services with the City of Boynton Beach creates enough "privity" of contract to establish an indirect contractual relationship with the City. Therefore, such a relationship violates the ethics rules under §2-443(c) *Prohibited contractual relationships*. Based on the facts presented, Mr. Ellis cannot sub-contract for electrical work for the City while he is a Chief Electrician for the City of Boynton Beach.

THE FACTS as we understand them are as follows:

You advised that your client, Keith L. Ellis, is employed by the City of Boynton Beach as a Chief Electrician, working in the Utilities Department. Mr. Ellis is also the sole owner of KE Control and Electrical Service, Inc. (KE). KE will sometimes act as a sub-contractor for other private electrical contractors who you refer to in your letter as "customers." On occasion, these private contractors will enter into contracts to provide services for the City of Boynton Beach through the Building Department. When KE sub-contracts on these projects, payment for this work is made by the private contractor and not by the city. You further advise that the contracts between the City and your client's "customers" are entered into following a competitive bidding process, and that your client has no influence over the persons who award these bids, no enforcement, oversight or administrative responsibilities pertaining to these contracts, and no connection to these projects within his employment with the city.

2633 Vista Parkway, West Palm Beach, FL 33411 561.233.0724 FAX: 561.233.0735

Hotline: 877.766.5920 E-mail: [ethics@palmbeachcountyetethics.com](mailto:ethics@palmbeachcountyetethics.com)

Website: [palmbeachcountyetethics.com](http://palmbeachcountyetethics.com)



# Palm Beach County Commission on Ethics

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## Executive Director

Alan S. Johnson

THE LEGAL BASIS for this opinion is found in the following relevant sections of the Palm Beach County Code of Ethics:

The Palm Beach County Code of Ethics Section 2-442, *Definitions* states in relevant part:

*Outside employer or business* includes:

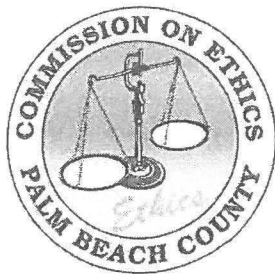
- (1) Any entity, other than the county, the state, or any other regional, local, or municipal government entity, of which the official or employee is a member, official, director, or employee, and from which he or she receives compensation for services rendered or goods sold or produced, or
- (2) Any entity located in the county or which does business with or is regulated by the county *in which the official or employee has an ownership interest.* (emphasis added)

According to the information you have provided, KE is by definition an outside business owned by your client, Keith L. Ellis, an employee of the City of Boynton Beach. You advised that KE is not the electrical firm entering into the contractual relationship with the City of Boynton Beach, but acts as a sub-contractor on city projects.

Section 2-443, *Prohibited conduct*, states as follows in relevant part:

- (c) *Prohibited contractual relationships.* No official or employee shall enter into any contract with or other transaction for goods or services with the [city]. *This prohibition extends to all contracts or transactions between the [city] or any person or agency acting for the [city], and the official or employee, directly or indirectly, or the official or employee's outside employer or business.* (emphasis added)

The Commission has determined that Mr. Ellis would be in violation of Section 2-443(c) of the code of ethics under the facts you have submitted, as KE has an indirect contractual relationship with the City of Boynton Beach, and that this indirect contractual relationship creates an issue of "privity of contract" with the City of Boynton Beach, thus violating §2-443 of the Code of Ethics. The commission further views the public position of Chief Electrician in the context of the nature of work performed by KE, that is, electrical work, to present an inherent conflict, notwithstanding the fact that the actual contract flows through a third party contractor. The concerns voiced by commissioners include the inevitable fact that his work will be subject to inspection and approval by his counterpart employees at Boynton Beach. In addition, should there be a problem with the work completed; your client is subject to



# Palm Beach County Commission on Ethics

## **Commissioners**

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## **Executive Director**

Alan S. Johnson

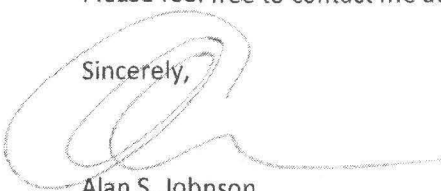
lawsuits wherein his public employer may be in the position of suing its own public employee for private work done for the public entity. This not only presents an appearance of potential impropriety, but actual conflicts of interest.

IN SUMMARY, based on the facts and circumstances you submitted, the Commission on Ethics has determined that your client, Keith L. Ellis, is prohibited from using his outside business to sub-contract electrical work on city projects, where he enters into a sub-contractual relationship with a contractor to provide goods and services to the City of Boynton Beach, specifically electrical work. This indirect contractual relationship is prohibited by the code despite your assertion that Mr. Ellis has no enforcement, oversight or administrative responsibilities as a city employee under these contracts, and does not use his position as a city employee to gain any financial benefit for himself, a relative, household member, outside employer or business, customer or client, or non-profit organization of which he is an officer or director.

This opinion construes the Palm Beach County Code of Ethics ordinance, but is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at 561-233-0724 if I can be of any further assistance in this matter.

Sincerely,

  
Alan S. Johnson  
Executive Director

ASJ/meb





## COMMISSION ON ETHICS EMPLOYEE CONFLICT OF INTEREST WAIVER

Date: 05/18/2012  
Employee Name: Elliot Scott Cohen, I.D. No. 4879, Job Title: Public Information Officer  
Public Employer: City of West Palm Beach  
Dept/Unit Name: Mayor's Office, Mayor's Office Admin Hours worked: 40

### Outside Employer:

Company Name: Cohen Publicity Address (City/State/Zip): 12286 Riverfalls Court, Boca Raton FL 33428

Supervisor Name none Telephone No. 561-676-4949

Date of Hire: 05/02/2005

Type of responsibilities: *(Please provide job description, if available)*

Occasional part-time PR consultant work

Days/hours worked: nights, weekends when time permits

### DECLARATION

(PLACE YOUR INITIALS ON THE SPACE PROVIDED TO ACKNOWLEDGE EACH ITEM)

- esc Neither I, nor a relative of mine, works in the county or municipal department which enforces, oversees or administers any contract or transaction with my outside employer;
- esc My outside employment will not interfere or otherwise impair my independent judgment or the full and faithful performance of my public duties.
- esc Neither I, nor a relative of mine, participated in determining the requirements or awarding of any contract to my outside employer.
- esc My public job responsibilities and job description will not require me to be involved in any contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance with my outside employer.
- esc I have complied with all merit rules or other policy requirements of my public employer.

**I understand that the Code of Ethics waiver requirements are ongoing. If my public or outside employment status changes in any way, I must obtain an updated Conflict of Interest Waiver.**

I hereby swear or affirm that the information I have provided in this Conflict of Interest Waiver form, and all attachments, are true and correct.

Employee signature:

*Escot Cohen*

Date:

5/17/12

Department Director or Equivalent:

Date:

Chief Administrative Officer or equivalent:

*Geraldine Phuwit*

Date:

5/18/12



THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of the 1 day of December, 2012 by and between Redevelopment Management Associates, LLC (RMA) (the Client) located at 3109 E. Atlantic Blvd, Pompano Beach, Florida 33062, and "Cohen Publicity" (the Independent Contractor) located at 12286 Riverfalls Court, Boca Raton, Florida 33428.

#### SECTION 1: ENGAGEMENT

The Client hereby engages the Independent Contractor to render the services as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

#### SECTION 2: INDEPENDENT CONTRACTOR-CLIENT RELATIONSHIP


The parties intend that an independent contractor-client relationship will be created by this contract. Client is interested only in the results to be achieved. Independent Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Independent Contractor are not entitled to any of the benefits that Client provides for Client's employees. It is understood that Client does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract with other clients while under contract with Client.

#### SECTION 3: COMPENSATION

In full consideration for the performance of the Services hereunder and explicitly detailed in the attached Exhibit A, the Client shall pay the Independent Contractor on a monthly retainer basis at the agreed upon rate of \$1,000/month. The abovementioned retainer will serve as compensation for the services as defined in Exhibit A. Payments shall be preceded by an invoice from the Independent Contractor which Client shall then pay in the ordinary course. The Client will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services and these reimbursements will be in addition to the agreed upon retainer. These expenses can include but are not limited to the hire of third party vendors to perform required services. Any payments due to third parties will be paid either directly by the Client to the third party, or will be paid to the third party by Independent Contractor only after Independent Contractor receives payment from the Client. Air travel shall be at coach fares and lodging shall be at moderately priced hotels, taking advantage of available corporate discounts.

#### SECTION 4: PROPRIETARY RIGHTS

The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Client as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Client is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials. Generic information communicated to the Client in the course of this Agreement either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms above. Notwithstanding the foregoing, the Client acknowledges that the

  
Client Initials

  
Independent contractor initials

Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's past experience in the industry and in providing similar services and or Materials to others and they expect to continue such work in the future. Upon removal of any text, markings, logos, or other items that would identify Client, Independent Contractor is permitted to repurpose Materials created by Independent Contractor under this Agreement for future use, provided the identity of the Client is not revealed. The Independent Contractor shall, without the prior written consent of the Client, be permitted to use the Client's name, logo and other identifying items in advertising or promotional literature or material. Independent Contractor is not responsible for retaining any Materials beyond the termination of this Agreement. Unless specified in Exhibit A, Client is not entitled to copies or originals of any raw video created as part of the Agreement, and Independent Contractor is not responsible for retaining any raw and/or edited video beyond the termination of the Agreement.

#### **SECTION 5: CONFIDENTIALITY**


Each party agrees that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other party, including, but not limited to, product and business plans, software, technical processes and formulas, source codes, product designs, sales, costs and other unpublished financial information, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Confidential Information need not be marked as confidential at the time of disclosure to receive "Confidential Information" protection as required herein, rather all information disclosed that, given the nature of the information or the circumstances surrounding its disclosure reasonably should be considered as confidential, shall receive "Confidential Information" protection.


#### **SECTION 6: WARRANTIES AND INDEMNIFICATION**

Independent Contractor will, whenever possible, apprise Client before issuing any statement, press release, white paper or other written document for public consumption so that Client is, whenever possible, aware of all claims, statements or presentations made by Independent Contractor on Client's behalf. Client will indemnify and hold harmless Independent Contractor, its officers, directors, employees, sub licensees, customers and agents from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from statements, presentations, claims, publication of documents in any medium and other actions that Independent Contractor undertakes on Client's behalf to satisfy the terms and intent of this Agreement. Client is responsible for ensuring all actions undertaken and all materials created as part of this agreement are in accordance with any applicable laws, rules, or regulations. Independent Contractor is not responsible to any breach of applicable laws, rules, or regulations as a result of actions and/or materials covered by this agreement. Client acknowledges that Independent Contractor cannot guarantee media coverage or exposure, as campaigns, crisis communications, media relations, marketing and other similar efforts involving third parties are based on subjective factors that cannot be controlled. Independent Contractor's right to compensation is not based upon results.

Client warrants there exists no business, contractual or personal relationship between Client and the municipal government of the City of West Palm Beach, Florida nor between Client and any of the elected officials of the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client further warrants Client is not performing services for the City of West Palm Beach, Florida directly or indirectly that have not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A, nor does Client have a financial or other personal interest involving the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client understands that any relationship between Independent Contractor and Client is independent of any relationship between Client and the City of West Palm Beach, Florida and Client acknowledges it does not anticipate any unusual or preferential treatment by the City of West Palm Beach, Florida, its staff or elected officials as a result of entering into a relationship with Independent Contractor. Any relationships and/or interests that arise after the execution of this agreement must be immediately disclosed in writing to Independent Contractor. Independent Contractor retains the right to immediately terminate this agreement as a result of such disclosure.

#### **SECTION 7: TERM AND TERMINATION**

  
Client initials

  
Independent contractor initials



available for teleconference calls during nights and weekends on an as-needed basis dependent upon the needs of the situation. Reasonable still photography and video shooting or production are available to the Client. Extensive video production work may not be included under this agreement. Services do not include the regular, repeated production of publications, newsletters, flyers, blog entries, social media postings, or similar material. Independent Contractor will provide reasonable preparation and/or distribution of any original client documents, any reasonable communications between Independent Contractor and Client, or on behalf of Client (telephone calls, consultations, email communication, etc). Crisis communications services as required by Client excluding serving as an on-the-record spokesman.

**Strategic communication plan.** Develop a strategic communications plan with issues management, public relations and external affairs tactics that are aligned with the company's business growth plan. The plan will identify target audiences and methods to reach them along with a timeline for implementation (External Affairs component).

**Media-driven Special Events.** Work with the company to create and execute relevant special events that boost the company's profile among key audiences, and to create positive perceptions among broader constituencies.

**News releases.** Draft and disseminate news releases to mainstream and specialty media publications, as well as electronic media and Web sites to accomplish a variety of tasks, including special event coverage, brand rollout, etc.


**Editorial support.** Coordinate active outreach to major daily newspaper editorial boards, including the drafting and placing of "authored/bylined" Guest Columns/Op-Eds on relevant issues and trends.

**Identify media in targeted corporate markets.** Identify targeted media as well as other appropriate communications vehicles, including industry columnists and Internet blogs, for the company in pre-designated areas of potential benefit to the company as a whole, and in support of specific elements of a marketing/public relations plan.

**Strategic counsel.** Provide strategic counsel for the firm on opportunities and crises and will coach leaders/associates within the firm on how to effectively deal with the media.

**Media kit.** Develop materials and refine a package to distribute to the media (and other appropriate internal and external audiences) with information about RMA, including a backgrounder on the company; executive and/or leadership biographies; services and capability descriptions; FAQ's, etc.

**Monitor breaking news.** Monitor news and trends related to RMA-it's areas of expertise and offer appropriate company representatives as experts for commentary.

 **CITY OF WEST PALM BEACH:** Client acknowledges a pre-existing personal and financial relationship with the City of West Palm Beach. RMA, its principles and/or representatives serve as the leadership for the City of West Palm Beach Community Redevelopment Agency. RMA has a longterm relationship with the elected leadership of the City of West Palm Beach.

  
Client initials

  
Independent contractor initials

The term of this Agreement shall commence on the date hereof. Either party may terminate this contract on 30 days' written notice; otherwise, the contract shall remain in force. In case of termination, Independent Contractor shall make a reasonable attempt to finish work in progress. Upon termination by either party, Independent Contractor shall provide to Client any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Client provided to the Independent Contractor in connection with this Agreement. In the event of termination, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid.

#### SECTION 8: GENERAL TERMS


This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Boca Raton, Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.


The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By: [Signature] Date: 1/9/13 

Title: President

By: [Signature] Date: 01/05/13   
for RMA

Title: Principal

#### EXHIBIT 'A'

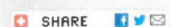
The following describes the Services to be performed, any Materials that are to be delivered, and the schedule for delivery (if applicable):

Independent Contractor will provide public relations & marketing guidance and support in accordance with a mutually agreed upon marketing plan. Independent Contractor will coordinate all advertising and marketing efforts as detailed in a mutually agreed upon marketing plan. Independent Contractor agrees to be available upon reasonable notice for teleconference calls during regular business hours. Independent Contractor further agrees to be

[Signature] Client initials

[Signature] Independent contractor initials



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## [About](#)

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- ▶ Marketing, Branding & Cultural Arts
- ▶ Urban Design & Planning
- ▶ Real Estate & Property Management
- ▶ Economic Development



RMA was formed in 2009, bringing together a phenomenal team of redevelopment experts passionate about building better communities and improving the world we all share. RMA is the most experienced full service consulting and management firm in the State of Florida specializing in repositioning and redeveloping places for cities, counties, & CRA's nationwide.

Our principal members, Kim Briesemeister (a Certified Redevelopment Administrator) and Christopher J. Brown, have been engaged in planning and redevelopment consulting for over 50 years combined. The strength of our company is their leadership combined with our dedicated people who individually are highly accomplished and talented, yet collectively have incredible synergy and creativity - producing amazing results.



Kim Briesemeister's areas of expertise over the past twenty-seven years have included community redevelopment agency management, financing structures, downtown marketing, urban housing, community neighborhood organization, redevelopment strategies, and public improvements through street beautification and open space initiatives.

Chris Brown's areas of expertise over the past twenty-eight years have included community redevelopment, CRA management, urban planning, and real estate development. Mr. Brown managed the highly successful Delray Beach CRA for nine years (1991-2000) and set the basis for an enormously successful city now known for both its downtown retail development and urban housing.



3109 E. Atlantic Blvd. Suite B Pompano Beach FL 33062  
Phone 954.695.0754 Fax 754.222.8081

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PALM BEACH COUNTY COMMISSION ON ETHICS  
**LEGAL SUFFICIENCY DETERMINATION**

To: Palm Beach County Commission on Ethics  
From: Christie E. Kelley, Staff Counsel  
Re: C15-021 – Elliot Cohen, Communications Director, City of West Palm Beach

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The background and applicable law sections documented in the Memorandum of Inquiry are incorporated by reference into this Legal Sufficiency Determination.

- **Analysis**

The Complaint alleges that Respondent violated Section 2-443(a), Section 2-443(b), Section 2-443(i), and Section 2-443(d) of the Palm Beach County Code of Ethics.

In order to find a violation of Section 2-443(a), *Misuse of public office or employment*, or Section 2-443(b), *Corrupt misuse of official position*, it would have to be alleged and established that Respondent used his official position or office to give a special financial benefit to certain enumerated persons or entities or to corruptly secure a special benefit for himself or others.

Additionally, to find a violation of Section 2-443(i), *Disclosure of certain information*, it would have to be alleged and established that Respondent used or disclosed information not available to the general public for the personal gain or benefit of himself or someone else.

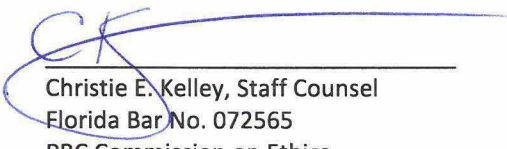
Here, the evidence obtained during the inquiry shows that Respondent obtained the confidential information from the West Palm Beach Police Department and released the information in response to a records request from a news organization. Respondent did not have direct access to the police internal databases. In addition, although the confidential information may have been released or disclosed improperly, there is no evidence showing that Respondent provided anyone with a special financial benefit or that he received any personal gain or special benefit by releasing the confidential information. Therefore, there is **NO LEGAL SUFFICIENCY** to believe that Respondent violated Section 2-443(a), Section 2-443(b), or Section 2-443.

However, the investigation revealed that Respondent may have violated Section 2-443(d), *Contractual relationships*, of the Palm Beach County Code of Ethics by entering into a contract with a vendor of his public employer, the City of West Palm Beach.

- **Conclusion**

Based on the information presented by Complainant and sworn testimony from Respondent, there is **NO LEGAL SUFFICIENCY** to believe that, if true, Respondent, Elliot Cohen may have violated Section 2-443(a), Section 2-443(b), or Section 2-443(i) of the Palm Beach County Code of Ethics. However, there is **LEGAL SUFFICIENCY** to believe that Respondent may have violated Section 2-443(d). Thus, a formal investigation into this allegation is warranted.

BY:

  
Christie E. Kelley, Staff Counsel  
Florida Bar No. 072565  
PBC Commission on Ethics

3-2-16  
Date

PALM BEACH COUNTY COMMISSION ON ETHICS  
**REPORT OF INVESTIGATION**

To: Mark E. Bannon, Executive Director  
From: Anthony C. Bennett, Chief Investigator  
Re: C15-021 – Elliot Cohen, Communications Director, City of West Palm Beach

The information provided in the Memorandum of Inquiry and Legal Sufficiency Determination, including all documentary and other evidence from the initial Inquiry, is incorporated by reference into this Investigative Report.

- **Investigation**

I began this investigation by obtaining additional background information on West Palm Beach Communications Director Elliot Cohen via the City of West Palm Beach (City) website ([www.wpb.org](http://www.wpb.org)), as well as the website for the City's Community Redevelopment Agency (CRA)([www.wpb/Departments/CRA.org](http://www.wpb/Departments/CRA.org)), and the website for the business entity Cohen Publicity ([www.cohenpublicity.com](http://www.cohenpublicity.com)).

On the City's website, I found Elliot Cohen's biography and was able to verify that he is the current City Communications Director. I also found information regarding the business entity Cohen Publicity listing Respondent's biography, as well as listing him as the contact person. This information was verified during a sworn statement given by Respondent on December 10, 2015. There was no listing of current or past clients on the Cohen Publicity webpage.

On December 31, 2015, Respondent forwarded a signed copy of the written contractual agreement between Redevelopment Management Associates and Cohen Publicity based on a request I made on December 28, 2015. According to Respondent, a verbal agreement was made as of December 1, 2012. A written agreement (the Agreement) was signed for Redevelopment Management Associates (RMA) on January 5, 2013 and by Respondent on January 9, 2013 respectively. This Agreement described an "Independent Contractor – Client Relationship." RMA is listed as "the Client" and Cohen Publicity is listed as "the Independent Contractor." In Section 3 of the Agreement it states, "The Client shall pay the Independent Contractor on a monthly retainer basis at the agreed upon rate of \$1,000.00 per month."

In Section 7 of the document, titled "Term and Termination," it states, "Either party may terminate this contract on 30 days' written notice; otherwise the contract shall remain in force." "In the event of termination, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid." The Agreement was signed by both parties on January 5, 2013 and January 9, 2015 respectively.

I researched information about RMA by reviewing their website ([www.RMA.us.com](http://www.RMA.us.com)). It stated RMA was formed in 2009 with its principal members being Kim Briesmeister and Christopher J. Brown. They describe their entity on this website as the most experienced full service consulting and management firm in the State of Florida specializing in repositioning and redeveloping places for cities, counties and CRA's nationwide. There was no listing of the West Palm Beach CRA on the RMA website. There was also no listing of Cohen Publicity or Elliot Cohen on the RMA website.

Next, I researched information regarding the relationship between the CRA and RMA. I went to the City CRA website. It listed Mr. Jon Ward as the Executive Director. Several board members and advisory board members were listed on the website, Respondent's name was not listed. In the CRA Overview Section, it stated the CRA operations had been outsourced to another entity in 2013. The entity listed was RMA, Pompano Beach, FL. CRA Executive Director Jon Ward's listed his current occupation as Executive Director of the City of West Palm Beach CRA for RMA in his biography found on the LinkedIn website ([www.linkedin.com](http://www.linkedin.com)). Based on that information, I contacted Executive Director Jon Ward for an interview.



- **Interview: Jon Ward, CRA Director:**

**On Thursday, January 7, 2016, at 11:00 am, I conducted a sworn audio recorded interview with Mr. Jon Ward, Executive Director of the West Palm Beach Community Development Agency, at City Hall – 401 Clematis Street, West Palm Beach, FL 33401. Below are the details of that interview:**

Prior to questioning, Mr. Ward clarified his actual position as Executive Director of the West Palm Beach CRA. He stated approximately two (2) years ago the City elected to outsource the management of their CRA. Through a bid process, RMA, which is his actual employer based in Pompano Beach, FL won the bid to manage that agency. He advised he is a Senior Redevelopment Associate with RMA. He is employed by RMA to run the West Palm Beach CRA. He stated he currently serves as a consultant under contract to run the CRA, but is considered an employee of RMA. He stressed he is not a City employee but an RMA employee as he receives his paycheck directly from RMA.

Mr. Ward stated he has been the Executive Director of the CRA since January 2, 2014. His duties include being in charge of all agency administration, all building projects, initiatives, budgeting, hiring, firing, and all daily activities performed by the agency. He advised he would have knowledge of all contracts held by the agency, to include individual contracts. He stated he is the approving authority that moves the contracts from the agency to the Mayor for final approval. City Mayor (Geraldine) Mouio has the final approval authority over CRA contracts.

Mr. Ward advised the CRA's purpose is to look at certain blighted areas within the city and propose ways to revitalize these areas. This includes rebuilding areas that may be considered slum areas, with the goal of economic development which would bring jobs to that area and ultimately help the overall community. He stated the CRA uses a bid process to hire qualified individuals to physically rebuild the identified areas. The CRA does not do the building; they are responsible for the area planning and finding solutions for the area prior to the building.

Mr. Ward gave the example of the (CRA) currently buying the Sunset Lounge, a defunct business located on 8<sup>th</sup> Street and Henrietta Street. The plan is to revitalize the property as a cultural destination for the community. They will use CRA funds to buy it, an architect will be hired to create remodeling plans, and a contractor will be hired to complete the work.

Mr. Ward stated he was hired by RMA in Pompano Beach where he worked on a separate four (4) month project. When that project ended, he was hired as the Executive Director for the CRA. Ward stated the City made the decision to privatize the CRA, and entered into a contract with RMA. Although the employees he supervises are City employees, he is still considered a contracted employee of RMA. He stated he participated with RMA in preparing documents and attending public meetings prior to formally taking over the CRA, so he has extensive knowledge on the process it took to get contract and the overall relationship between the City and RMA. He stated the contract between RMA and City was approved by the City Council in December 2013 and took effect on January 2, 2014.

Mr. Ward stated his office is located in city hall and he reports to the Mayor of West Palm Beach and also responds to the direction of RMA owners Kim Briesmeister and Chris Brown, but they do not have any direct involvement in the day-to-day activities of the CRA. He does speak to the RMA owners once or twice every month to discuss relevant information. They will become involved if there is a specific problem or he needs to consult with someone regarding an issue or challenge. Mr. Ward stated his conversations only pertain to City and RMA business and he is not involved in other RMA contractual business.

Mr. Ward stated he knew Respondent as the Director of Communications for the City and said Respondent's office is down the hall on the same floor as his office. He stated his interaction with Respondent is exclusively business. Ward stated Respondent works with him and the CRA on public relations issues and to communicate CRA information to the media as City Communications Director. This is not done by Respondent under separate contract or by a separate company, but as a City employee. Ward stated that when projects are being completed by the CRA where there is public interest, Respondent would be involved in the informational meetings so that the information could be shared with the public through the press, social media, video pieces and other avenues.

Ward again reiterated that Respondent is acting under his title as Communications Director when this work is completed.

Mr. Ward said he was not familiar with the Company Cohen Publicity and that he only learned of its existence during the course of this investigation. He assumed the owner to be Elliot Cohen based on the name of the company, but had no other knowledge of the company itself. Ward stated Cohen Publicity unequivocally does not have any current or former contracts with the CRA. By him being the CRA Executive Director since the first day it was contracted out, he has knowledge of all CRA contracts. Cohen Publicity has no contractual relationship with the CRA. All work done by Respondent for the CRA was completed under Respondent's Communications Director's authority.

Mr. Ward stated he did not know if Cohen Publicity or Respondent had any direct contracts with RMA. If Respondent's company did have such contracts, he would not have been involved in the processing or approving of any contract with RMA. Mr. Ward stated he had heard that Respondent has done work for RMA in the past, but he was not aware of any of the details of that work or the time the work was completed. His knowledge of the previous work was through word of mouth only.

Mr. Ward had no other information to add.

**The interview was completed Thursday, January 7, 2016 at 11:16 am**

To get clarification of the timeline as to when Respondent began the RMA Agreement, suspended the Agreement and subsequently completed the additional work for RMA, I contacted him again for a second interview.

- **Second Interview, Elliot Cohen, Respondent:**

**On Tuesday, January 26, 2016, at 2:15 pm, I conducted a second sworn audio recorded interview with Respondent at City Hall – 401 Clematis Street, West Palm Beach, FL 33401. Respondent requested that he also be allowed to record this interview, to which I agreed. Below are the details of that interview:**

Respondent identified himself as the current Director of Communications for the City of West Palm Beach. I explained to Respondent the purpose of this second interview was to clarify the timeline he had given in the first interview in regard to a contract held between him/his company and RMA.

Respondent confirmed he initially secured a contract with RMA in January of 2013. The contract was between RMA and Cohen Publicity (the business entity created by Respondent). Respondent stated he "suspended" the contract in June of 2013 and it was terminated at the end of the summer of 2014. Respondent advised the he suspended the RMA contract in June of 2013 in writing via email.

Respondent again stated he did some work for RMA in the summer of 2014. I asked him if this work was done under a new contract or the same contract. He stated the work was completed under the same contract and there was no new contract written. He then stated it was done more on an "informal" basis in which RMA contacted him to do the work and they did not resume the previous original contract. Again he said it was verbally agreed upon between the two parties that he would do the work.

Mr. Cohen was asked how much was he paid under the contract. He stated he was not sure and needed to formally review the contract. He then said he believed it was \$1,000 a month, but was not sure without reviewing the contract. I showed him the emailed copy of the contract that he sent to me. He verified that it was a copy of the original contract and then verified the pay amount was \$1,000 per month. I asked if he received this payment from January of 2013 (the date when the contract was signed) through each month. He stated he did not receive the money consistently every month, but only if he had done work for RMA. He advised he would need to verify the months he was paid. I asked if he received any payments from RMA after June of 2013 for work completed outside of the work done in the summer of 2014. He advised that he was not sure and he would have to check.

Respondent stated he contacted RMA at some point in 2014 and asked them if they wanted to continue the relationship. He stated he did not receive an answer from them for several months. Then in the summer of 2014, they made a verbal agreement to complete video work over the course of the summer. He stated he was paid a "couple of thousand dollars" for the work. He stated he believed the checks were made out by RMA to Cohen Publicity. Respondent stated outside of the previous work done for RMA under the contract of 2013 and the work done in the summer of 2014, he had not done any other work for RMA from that point to the present.

Respondent then went over the timeline again, stating the initial contract was started in January of 2013, and then he suspended it in June of 2013 once he realized RMA would be bidding on the CRA contract. In June of 2013, he sent notification to RMA that he would be suspending the contractual relationship between them and Cohen Publicity. In December of 2013, RMA was offered the CRA contract and started in January of 2014. He did additional work for RMA in the summer of 2014. He reiterated the work he did for RMA was for them exclusively and that there was no private work done for the City or CRA. He stated his role under his companies agreement with RMA was to promote them solely as a private entity.

Respondent stated the contract had a termination clause but did not have a termination date. He stated he had nothing else to add to the interview at this point.

**The interview was completed Tuesday, January 26, 2016 at 2:23 pm**

On February 11, 2016, I contacted RMA and requested a copy of all contractual documents between them and Cohen Publicity or Elliot Cohen. I also requested copies of all payments made to either or both Cohen Publicity and Elliot Cohen.

On March 7, 2016 Ms. Alicia Alleyne, RMA Director of Administration sent an email to me and Ms. Briesmeister containing copies of the signed contract between RMA and Cohen Publicity, an itemized list of payments made to Cohen Publicity from RMA, and a cancelled check from RMA to Cohen Publicity. The email was added to the file as supporting documentation.

The attached contract, (the Agreement) was four (4) initialed pages which outlined the terms of service to be provided to RMA from Cohen Publicity. The last page was signed by Elliot Cohen on January 9, 2013 and the second signature, which was illegible, was signed on January 5, 2013 (under the signature, the words "For RMA" was written). The Agreement appeared to mirror the agreement provided by Responded earlier in the investigation. It was added into the file as supporting documentation.

The next email attachment, titled "Redevelopment Management Associates, LLC Payments to Cohen Publicity", listed the dates, check numbers and monetary amounts that were paid to Cohen Publicity between February of 2013 and August of 2014. The spreadsheet is listed the following:

Redevelopment Management Associates, LLC Payments to Cohen Publicity			Public Relations & Video Services related to Old Pompano Redevelopment		
Date for Services	Check Number	Amount	Date for Services	Check Number	Amount
RMA Public Relations Services & Marketing			05/20/14	2163	\$2,000
02/11/13	1559	\$1,159	06/03/14	2169	\$1,000
03/20/13	1597	\$1,000	08/27/14	2244	\$1,000
04/08/13	1615	\$1,000	Total		\$4,000
05/21/13	1677	\$1,000			
06/13/13	1690	\$1,000	<b>Grand Total for both jobs</b>		<b>\$9,159</b>
Total		\$5,159			

Based on the information provided, Respondent was paid a total \$5,159 between the months of February and June of 2013. Respondent was also paid a total of \$4,000 between the months of May and August of 2014. The total

amount paid to Respondent by RMA was \$9,159. This information is also consistent with a detailed payment record report provided by RMA, which also lists dates, check numbers and total amounts paid to Cohen Publicity between 2013 through 2014. RMA also provided a copy of a signed check written August 2014, made out to Cohen Publicity for the amount of \$1,000. The check number is #2244, which is listed on both of the provided payment record documents. All of these documents have been added to the file.

On February 9, 2016, I requested Respondent provide a copy of the documentation he referred to in his second taped statement, in which he stated he notified RMA that he was suspending the relationship due to a conflict. On February 12, 2016, Respondent forwarded an email with an attachment that shows a copy of an email written by "Elliot" to "Kim." Based on the information already learned, "Elliot" is the Respondent in this case and used an email address which matches the email address used by Cohen Publicity. "Kim" is Kim Briesmeister, one of the coowners of RMA and the email address this information was forwarded to is consistent with the email address used by Ms. Briesmeister that is on file.

In the content of email, Respondent writes the following:

*"In anticipation of the start of the public process next week to discuss the future of the City of West Palm Beach CRA, I think it is best to hold off on that kind of work until the city completes its process of possibly selecting a firm to run the CRA.*

*As you know, I have no roles in making any decisions, nor do I have any control in any selection process. I am not paid by the CRA, and I am not involved in the awarding of any contracts, nor in the drafting of any RQO. I don't have any role in deciding the future of the CRA.*

*However, until the process is over, it's probably best to put it on hold.*

*Elliot"*

This email was sent to Ms. Breismeister by Respondent on Friday, June 21, 2013 at 3:37 pm. A copy has been added into the file documents.

- **Summary of the allegations in the Complaint**

Complainant alleges that Respondent may have acted in violation of §2-443(d), *Contractual relationships*, while a salaried employee of the City and working for RMA as an independent contractor under the banner of his own public relations company, Cohen Publicity.

The Complaint references a second job by Respondent with the City of Miami Lakes at \$150 per hour. Since the City of Miami Lakes has no contractual relationship with the City of West Palm Beach, and is another governmental entity, there is no violation of §2-443(d), *Contractual relationships* by Respondent for employment with the City of Miami Lakes.

Complaint states Respondent works his salaried job for the City in conjunction with his second job with his public relations company. Based on information gathered, Respondent does not work traditional hours. He is subject to call outs and other mandatory City work situations where he is required to respond during off hours. Per statements from Respondent's supervisor, Mayor Muoio, he is allowed to utilize a "flex time" system. Respondent stated during his interviews, that he works for his personal public relations company on his personal time and does not mix the two. Although the allegation was made, Complainant provided no relevant documentation to dispute both the statement of Mayor Muoio or Respondent relative to his working hours or schedule. Likewise, there is no substantial information indicative of a violation of COE §2-443(a), *Misuse of public office or employment* by Respondent.

However, there is substantial evidence to believe Respondent may have violated §2-443(d), *Contractual relationships*, from June 2014 through August 2014, by entering into a contractual relationship with RMA. During Respondent's interview on December 10, 2015, he referenced Commission on Ethics (COE) RQO 10-038 OE

(January 26, 2011) as authority he used to justify his contractual relationship with RMA. Within the RQO, he highlighted below section of the opinion:

"IN SUM, based on the facts you have submitted, the commission has determined that even working as a sub-contractor for a company with contracts for electrical services with the City of Boynton Beach creates enough "privity" of contract to establish an indirect contractual relationship with the City. Therefore, such a relationship violates the ethics rules under §2-443(c) *Prohibited contractual relationships*. Based on the facts presented, Mr. Ellis cannot sub-contract for electrical work for the City while he is a Chief Electrician for the City of Boynton Beach."

- **Analysis**

Respondent's analysis of this advisory opinion RQO 10-038 was incorrect. RQO 10-038 advises that the petitioner is not permitted to sub-contract work for a City when he is a City employee. In Respondent's situation, although RMA is not a City, they are under contract with the City where Respondent is employed and are classified a "vendor". The Code in §2-443(d), prohibits employees from entering into contracts with vendors of City that they are employed with. Respondent does not meet the special circumstances which would allow him to provide services to RMA as he is not a "sole source" provider, the contract completed in an emergency situation, nor does any other exception apply in this situation.

Respondent ultimately notified RMA in writing that he was going to suspend the contract in June of 2013. Then, by re-establishing his outside working relationship with RMA, in essence he entered into a new agreement with RMA for the work completed between the dates of June through August of 2014. According to Respondent's own statement given Thursday, January 7, 2016 at 11:16 am, "He contacted RMA at some point in 2014 and asked them if they wanted to continue the relationship. They made a verbal agreement to complete video work."

Code of Ethics §2-443(d), states *"No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable...(emphasis added)."* RMA, while under contract with the City of West Palm Beach to administer it's CRA is identified as a vendor for the municipality.

- **Applicable law**

The following sections of the PBC Commission on Ethics ordinance are relevant to this investigation:

**Section 2-254. Creation and jurisdiction.**

The Palm Beach County Commission on Ethics (hereinafter "commission on ethics") is hereby established. The jurisdiction of the commission on ethics shall extend to *any person required to comply with the countywide code of ethics...* (Emphasis added)

**Sec. 2-256. Applicability of code of ethics ordinance.**

The countywide code of ethics ordinance shall be applicable to all persons and/or entities within the jurisdiction of said ordinance and shall apply to the members and staff of the commission on ethics.

**Sec. 2-258. Powers and duties.**

- (a) The commission on ethics shall be authorized to exercise such powers and shall be required to perform such duties as are hereinafter provided. The commission on ethics shall be empowered to review, interpret, render advisory opinions and enforce the:
- (1) Countywide Code of Ethics;

The following sections of the PBC Code of Ethics are relevant to this Investigation:

**Sec. 2-442. Definitions**

*Official or employee* means any official or employee of the county or the municipalities located within the county, whether paid or unpaid.... The term "official" shall mean members of the board of county commissioners, a mayor, members of local municipal governing bodies, and members appointed by the



board of county commissioners, members of local municipal governing bodies or mayors or chief executive officers that are not members of local municipal governing body, as applicable, to serve on any advisory, quasi judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.

*Outside employer or business includes:*

- (1) Any entity, other than the county, the state, or any other federal regional, local, or municipal government entity, ***of which the official or employee is a member, official, director, proprietor, partner, or employee, and from which he or she receives compensation for services rendered*** or goods sold or produced. For purposes of this definition, "compensation" does not include reimbursement for necessary expenses, including travel expenses. (Emphasis added)

**Sec. 2-443. Prohibited conduct**

- (d) **Contractual relationships.** No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to Section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable.

**(e) Exceptions and waiver**

- (5) Notwithstanding any provision to the contrary, subsection (d) shall not be construed to prevent an employee from seeking part-time employment with an outside employer who has entered into a contract for goods or services with the county or municipality as applicable provided that:
  - f. The employee has obtained a conflict of interest waiver from the chief administrative officer and the employee's department head of the county or municipality based on a finding that no conflict exists. The employee shall submit the request for waiver in writing and under oath. The request for the waiver shall be signed by the employee under oath or affirmation on an approved form provided by the commission on ethics. The document shall contain written acknowledgment of compliance with the provisions of subsection (5)a. through (5)e. of this subsection, together with such pertinent facts and relevant documents that support such waiver. A waiver under this subsection must be approved by both the employee's supervisor and chief administrative officer of the county or municipality. The county or municipality shall record such waiver in the employee's personnel file and shall submit a copy of the waiver and all related documents to the commission on ethics. The commission on ethics in its discretion may elect to review, comment on, or investigate any waiver. The commission on ethics review or investigation shall not delay an employee's ability to take the part time employment

• **Additional documents submitted to the File**

1. Letter from the PB Office of Inspector General addressed to Mr. Jeffery Green. (2 pages)
2. Email to PB OIG from "JD". (2 pages)
3. Respondent emails – multiple. (6 pages)
4. RQO's (10-038) - provided by Respondent. (3 pages)
5. Conflict of Interest Waiver. (1 pages)
6. Cohen Publicity / RMA signed contract (provided by Respondent). (4 pages)
7. COE Sworn Interview Form – 1/7/2016. (2 pages)
8. Contract Suspension email – with envelope. (1 page)
9. WPB CRA website information. (2 pages)
10. RMA website information. (3 pages)
11. Misc. CRA articles and information. (8 pages)



12. Jon Ward LinkedIn profile. (5 pages)
13. Respondent news articles provided by Complainant. (5 pages)
14. Emails provided by Complainant. (5 pages)
15. Emails and payment information provided by RMA. (5 pages)
16. COE Sworn Interview Form – 1/26/2016. (2 pages)
17. Cohen Publicity / RMA signed contract (provided by RMA). (4 pages)

- **Summary of Investigation findings**

The investigation into this matter by COE staff revealed Respondent may have violated PBC Code of Ethics §2-443(d). Based on the information given to COE staff by Complainant and information uncovered during the Investigation, the facts support a possible violation of code section 2-443(d), *Contractual relationships*. From June of 2014 through August of 2014, Respondent received a total of \$4,000 from RMA for contractual work that was provided through Respondent's personal company, Cohen Publicity.

Although the Code allows for established contracts to remain in effect after an entity becomes a vendor of a municipality, Respondent may have violated the Code once he formally suspended the contractual relationship and then re-established said relationship.

End of Investigation


Submitted by:



Anthony C. Bennett  
PB County Commission on Ethics

3/23/16  
Date

Reviewed by:

  
(Initials)

3/23/16  
Date



John A. Carey  
Inspector General


OFFICE OF INSPECTOR GENERAL  
PALM BEACH COUNTY



Inspector General  
Accredited

Date: September 28, 2015

To: Steven P. Cullen  
Executive Director  
Commission on Ethics

From: Evangeline Rentz   
Intake Manager  
Office of Inspector General

Subject: Office of Inspector General Correspondence No. 2015-09-0031

On September 18, 2015, the Palm Beach County Office of Inspector General (OIG) receive complaints alleging that the City of West Palm Beach's Communications Director, Elliot Cohen, released "classified and confidential information", and operates a private business during his City work hours. Additionally, the complainant alleges Mr. Cohen holds a side job with a City contractor, Redevelopment Management Associates (RMA), in which the complainant feels creates a conflict of interest. A copy of the correspondence is attached.

The OIG has opened a Management Inquiry and asked the City of West Palm Beach to review the complainant's allegations regarding the alleged release of confidential and exempt information and the operation of a personal, private business during work hours for the city. We have asked the City to provide a response back to this office by October 25, 2015. However, the complainant's concerns that involve the possible conflict of interest relating to RMA is being forwarded to your office for review and appropriate action.

Attachment

*"Enhancing Public Trust in Government"*

PO Box 16568, West Palm Beach, FL 33416-6568  
Email: [inspector@pbcgov.org](mailto:inspector@pbcgov.org) Website: <http://www.pbcgov.com/oig/>  
Office: (561) 233-2350 Hotline: (877) 283-7068 Fax: (561) 233-2370

to ensure that the release of confidential and exempt information does not occur again?

Issue 2)

- Is Mr. Cohen operating a private business during his City work hours?
- What process and procedures are in place to ensure that Mr. Cohen is not performing work for his private business during his City work hours?
- What actions has the City taken to investigate whether Mr. Cohen is operating his private business during his City work hours, such as: reviewing his emails, cell phone records, work activities, etc.
- Any other information you believe would assist in our review of these allegations.

Upon receipt of the requested information, this office will review it and determine if further OIG involvement is warranted.

Other issues in the complaints alleging Mr. Cohen's conflict of interests have been referred to the Commission on Ethics for any appropriate action on its part.

Thank you for your attention to this matter.

Sincerely,



Evangeline Rentz  
Intake Manager

cc: Commission on Ethics

## Cynthia Montero

---

**From:** JD [jd@badger.aero]  
**Sent:** Friday, September 18, 2015 9:52 AM  
**To:** Inspector  
**Subject:** WPB Communications Director Elliot Cohen: Access, Release of classified info; Financial Conflicts of Interest

I am writing about concerns of the West Palm Beach Communications Director, Elliot Cohen. A few days ago, Jose Lambiet of Gossip Extra was able to obtain and report on thousands of emails posted by Cohen, revealing some of the most closely guarded secrets of the West Palm Beach Police Department and other local and federal agencies, as well as their joint task forces.

These emails revealed the identities of undercover officers, confidential informants, details of raids, etc. These emails were all posted by Cohen on the City of West Palm Beach's web site in an effort to deter and frustrate competitive investigative journalists who have the job of reporting on issues in these cities.

Jose Lambiet also reported that the salaried Cohen has a secret side job for his own public relations company, as well as a crisis consultant for the City of Miami Lakes at \$150 per hour. Mr. Cohen has been doing this work under his middle name, Scott, seemingly to deceive the public and to ensure no one becomes aware of his side job. Thanks to investigative journalists, like Lambiet, that Cohen has been working to thwart, this information has come to light and enables me to make this complaint to your office.

There are several things that are really troubling about the entire scenario, and questions that need to be answered to make sure there is accountability and to restore public trust:

1. How did Elliot Cohen receive all of this classified and confidential information? His job does not allow him access to such sensitive and secretive information that, released to the wrong people, could get members of the City's Finest hurt or killed.
2. Elliot Cohen draws a salary from the City of West Palm Beach, no matter what he does; the \$150 per hour he bills to customers of his own private consulting work must be worked for and earned. Was Cohen so busy working for those private customers that he neglected to do his full-time, taxpayer-funded job diligently and to the best of his ability? It seems he was so busy earning that \$150 per hour that he committed malfeasance to his duties to West Palm Beach and failed to examine the information provided to him before he haphazardly threw it up on West Palm Beach's website.
3. Is Cohen using his position at West Palm Beach, as well as City resources to conduct his private business? It would seem he has been using their email and computers to do his work.
4. Why does Cohen also hold a side job with a city contractor, Redevelopment Management Associates? With Mr. Cohen's position within the City of West Palm Beach, as well as who he has regular access to and whom he can influence, it seems nothing short of a massive conflict of interest that could easily accommodate corruption rising to a criminal level.

Details of these stories can be found here:

<http://www.gossipextra.com/2015/09/14/police-secrets-published-west-palm-beach-website-5184/>



**EXCLUSIVE — Here Are The Police Secrets Published by Accident in The City of West Palm Beach's Official Website!**

WEST PALM BEACH — Red-faced City of West Palm Beach officials are in full damage-control mode after Gossip Extra's Sunday exclusive about the publication on the city's website of

[Read more...](#)

<http://www.gossipextra.com/2015/09/17/elliott-cohen-west-palm-beach-side-business-5187/>



**EXCLUSIVE — Embattled WPB Spokesman Elliot Cohen Has Secret \$150-an-Hour Side Jobs, Works Private Sector Gig Under Middle Name!**

WEST PALM BEACH — Embattled City of West Palm Beach spokesman Elliot Cohen has been juggling highly paid side jobs in addition to his city duties, Gossip Extra has learned. And at least one o...

[Read more...](#)

Respectfully speaking, these matters deserve scrutiny and warrant an investigation by the Inspector General's office because the citizens and officers of West Palm Beach, frankly, deserve better than what they are receiving from Mr. Cohen. I urge you to investigate these matters fully.

Sincerely,

J. Mark Dougan  
561-900-6284



## **Anthony Bennett**

---

**From:** elliotcohenmail@gmail.com  
**Sent:** Friday, February 12, 2016 2:28 PM  
**To:** Anthony Bennett  
**Subject:** Re: FW: Document Request - COE  
**Attachments:** 20160212\_142428.jpg

Anthony

I never heard from you whether you found the hard copy in your files.

I can't use city equipment to scan it but I am attaching a photo of the email.

If you need a hard copy I can leave it for pick up at the front desk if needed.

Elliot

On Tue, Feb 9, 2016 at 12:45 PM -0800, "Anthony Bennett" <[ABennett@pbcgov.org](mailto:ABennett@pbcgov.org)> wrote:

Good Afternoon Mr. Cohen,

As I am finishing this up, you stated I had a copy of the contract suspension email that you previously sent to RMA. The only document that I found in my email search was the this email (read below) with the attached original contract. Any formal email or other document in which you laid out specifically that you were suspending the contract is needed to verify your statement.

If you have that document please forward it to me as soon as possible. If you do not have this document, let me know as well. This is the last item that I need for completion. Thank you in advance...

***Anthony C. Bennett***

**Investigator**

**Palm Beach County Commission on Ethics**

The Historic 1916 Palm Beach County Courthouse  
300 North Dixie Highway, Suite 450  
West Palm Beach, FL 33401

**Ph 561-355-1956**

**Fx 561-355-1904**

**[www.palmbeachcountyethics.com](http://www.palmbeachcountyethics.com)**



*"Honesty, Integrity, Character"*

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---

**From:** Elliot Cohen [<mailto:elliottcohenmail@gmail.com>]

**Sent:** Thursday, December 31, 2015 8:52 AM

**To:** Anthony Bennett

**Subject:** Re: Document Request - COE

Anthony,

I am attaching the original contract signed in January, 2013. There was no new contract for work in 2014.

Elliot

On Mon, Dec 28, 2015 at 12:13 PM, Anthony Bennett <[ABennett@pbcgov.org](mailto:ABennett@pbcgov.org)> wrote:

Good Afternoon Mr. Cohen,

Based on our last conversation, would you happen to have a copy of the contract you spoke of between you and RMA? I believe you stated the contract was based on video work you completed for RMA over the summer of 2014. Could you please forward a copy of that contract to me at this email address. If it needs to be mailed, my physical address is listed below. Thank you in advance...

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[Print](#) | [Close Window](#)

**Subject:** Work suspension

**From:** [elliott@cohenpublicity.com](mailto:elliott@cohenpublicity.com)

**Date:** Fri, Jun 21, 2013 3:37 pm

**To:** "Kim Briesemeister" <[kim@rma.us.com](mailto:kim@rma.us.com)>

Kim,

As you know, I've been doing some occasional press release writing for you.

In anticipation of the start of the public process next week to discuss the future of the City of West Palm Beach CRA, I think it is best to hold off on that kind of work until the city completes its process of possibly selecting a firm to run the CRA.

As you know, I have no role in making any decisions, nor do I have any control in any selection process. I am not paid by the CRA, and I am not involved in the awarding of any contracts, nor in the drafting of any RFQ. I don't have any role in deciding the future of the CRA.

However, until the process is over, it's probably best to put it on hold.

Thanks.

Elliot

Copyright © 2003-2015. All rights reserved.

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But the email I was talking about wasn't something I forwarded to you. I gave you a hard copy during our first meeting.

Check your file. If you find it let me know. Otherwise I will scan it and send it to you Thursday.

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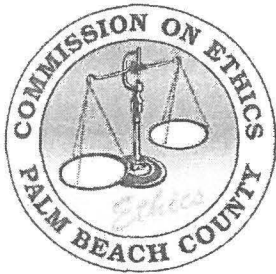


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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



# Palm Beach County Commission on Ethics

## Commissioners

Edward Rodgers, *Chair*  
Manuel Farach, *Vice Chair*  
Robin N. Fiore  
Ronald E. Harbison  
Bruce E. Reinhart

## Executive Director

Alan S. Johnson

January 26, 2011

William R. Merkle, Esquire  
Woolbright Corporate Center  
1901 South Congress Ave., Suite 120  
Boynton Beach, FL 33426-6549

RE: RQO 10-038 OE  
Prohibited contractual relationship

Dear Mr. Merkle,

The Palm Beach County Commission on Ethics has considered your request for an advisory opinion, and rendered its opinion at a public meeting on January 6, 2010.

YOU ASKED in your letters dated November 10, 2010, and November 16, 2010, whether your client, who is employed by the City of Boynton Beach as a Chief Electrician working for the Utilities Department, may work as an electrical sub-contractor for private companies that provide contracted electrical work on various projects for the City of Boynton Beach Building Department.

IN SUM, based on the facts you have submitted, the commission has determined that even working as a sub-contractor for a company with contracts for electrical services with the City of Boynton Beach creates enough "privity" of contract to establish an indirect contractual relationship with the City. Therefore, such a relationship violates the ethics rules under §2-443(c) *Prohibited contractual relationships*. Based on the facts presented, Mr. Ellis cannot sub-contract for electrical work for the City while he is a Chief Electrician for the City of Boynton Beach.

THE FACTS as we understand them are as follows:

You advised that your client, Keith L. Ellis, is employed by the City of Boynton Beach as a Chief Electrician, working in the Utilities Department. Mr. Ellis is also the sole owner of KE Control and Electrical Service, Inc. (KE). KE will sometimes act as a sub-contractor for other private electrical contractors who you refer to in your letter as "customers." On occasion, these private contractors will enter into contracts to provide services for the City of Boynton Beach through the Building Department. When KE sub-contracts on these projects, payment for this work is made by the private contractor and not by the city. You further advise that the contracts between the City and your client's "customers" are entered into following a competitive bidding process, and that your client has no influence over the persons who award these bids, no enforcement, oversight or administrative responsibilities pertaining to these contracts, and no connection to these projects within his employment with the city.

2633 Vista Parkway, West Palm Beach, FL 33411 561.233.0724 FAX: 561.233.0735

Hotline: 877.766.5920 E-mail: [ethics@palmbeachcountyetethics.com](mailto:ethics@palmbeachcountyetethics.com)

Website: [palmbeachcountyetethics.com](http://palmbeachcountyetethics.com)



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THE LEGAL BASIS for this opinion is found in the following relevant sections of the Palm Beach County Code of Ethics:

The Palm Beach County Code of Ethics Section 2-442, *Definitions* states in relevant part:

*Outside employer or business* includes:

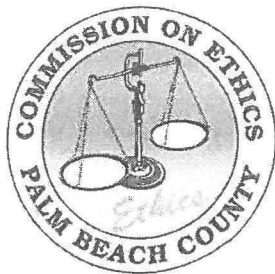
- (1) Any entity, other than the county, the state, or any other regional, local, or municipal government entity, of which the official or employee is a member, official, director, or employee, and from which he or she receives compensation for services rendered or goods sold or produced, or
- (2) Any entity located in the county or which does business with or is regulated by the county *in which the official or employee has an ownership interest.* (emphasis added)

According to the information you have provided, KE is by definition an outside business owned by your client, Keith L. Ellis, an employee of the City of Boynton Beach. You advised that KE is not the electrical firm entering into the contractual relationship with the City of Boynton Beach, but acts as a sub-contractor on city projects.

Section 2-443, *Prohibited conduct*, states as follows in relevant part:

- (c) *Prohibited contractual relationships.* No official or employee shall enter into any contract with or other transaction for goods or services with the [city]. *This prohibition extends to all contracts or transactions between the [city] or any person or agency acting for the [city], and the official or employee, directly or indirectly, or the official or employee's outside employer or business.* (emphasis added)

The Commission has determined that Mr. Ellis would be in violation of Section 2-443(c) of the code of ethics under the facts you have submitted, as KE has an indirect contractual relationship with the City of Boynton Beach, and that this indirect contractual relationship creates an issue of "privity of contract" with the City of Boynton Beach, thus violating §2-443 of the Code of Ethics. The commission further views the public position of Chief Electrician in the context of the nature of work performed by KE, that is, electrical work, to present an inherent conflict, notwithstanding the fact that the actual contract flows through a third party contractor. The concerns voiced by commissioners include the inevitable fact that his work will be subject to inspection and approval by his counterpart employees at Boynton Beach. In addition, should there be a problem with the work completed; your client is subject to



# Palm Beach County Commission on Ethics

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## **Executive Director**

Alan S. Johnson

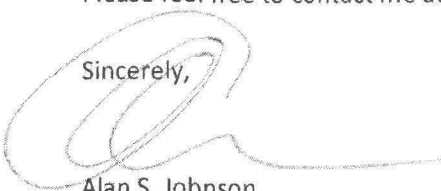
lawsuits wherein his public employer may be in the position of suing its own public employee for private work done for the public entity. This not only presents an appearance of potential impropriety, but actual conflicts of interest.

IN SUMMARY, based on the facts and circumstances you submitted, the Commission on Ethics has determined that your client, Keith L. Ellis, is prohibited from using his outside business to sub-contract electrical work on city projects, where he enters into a sub-contractual relationship with a contractor to provide goods and services to the City of Boynton Beach, specifically electrical work. This indirect contractual relationship is prohibited by the code despite your assertion that Mr. Ellis has no enforcement, oversight or administrative responsibilities as a city employee under these contracts, and does not use his position as a city employee to gain any financial benefit for himself, a relative, household member, outside employer or business, customer or client, or non-profit organization of which he is an officer or director.

This opinion construes the Palm Beach County Code of Ethics ordinance, but is not applicable to any conflict under state law. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at 561-233-0724 if I can be of any further assistance in this matter.

Sincerely,

  
Alan S. Johnson  
Executive Director

ASJ/meb



## COMMISSION ON ETHICS EMPLOYEE CONFLICT OF INTEREST WAIVER

Date: 05/18/2012  
Employee Name: Elliot Scott Cohen, I.D. No. 4879, Job Title: Public Information Officer  
Public Employer: City of West Palm Beach  
Dept/Unit Name: Mayor's Office, Mayor's Office Admin Hours worked: 40

### Outside Employer:

Company Name: Cohen Publicity Address (City/State/Zip): 12286 Riverfalls Court, Boca Raton FL 33428

Supervisor Name none Telephone No. 561-676-4949

Date of Hire: 05/02/2005

Type of responsibilities: (Please provide job description, if available)

Occasional part-time PR consultant work

Days/hours worked: nights, weekends when time permits

### DECLARATION

(PLACE YOUR INITIALS ON THE SPACE PROVIDED TO ACKNOWLEDGE EACH ITEM)

- esc Neither I, nor a relative of mine, works in the county or municipal department which enforces, oversees or administers any contract or transaction with my outside employer;
- esc My outside employment will not interfere or otherwise impair my independent judgment or the full and faithful performance of my public duties.
- esc Neither I, nor a relative of mine, participated in determining the requirements or awarding of any contract to my outside employer.
- esc My public job responsibilities and job description will not require me to be involved in any contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance with my outside employer.
- esc I have complied with all merit rules or other policy requirements of my public employer.

**I understand that the Code of Ethics waiver requirements are ongoing. If my public or outside employment status changes in any way, I must obtain an updated Conflict of Interest Waiver.**

I hereby swear or affirm that the information I have provided in this Conflict of Interest Waiver form, and all attachments, are true and correct.

Employee signature:

Date: 5/17/12

Department Director or Equivalent:

Date:

Chief Administrative Officer or equivalent:

Date: 5/18/12





THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of the 1 day of December, 2012 by and between Redevelopment Management Associates, LLC (RMA) (the Client) located at 3109 E. Atlantic Blvd, Pompano Beach, Florida 33062, and "Cohen Publicity" (the Independent Contractor) located at 12286 Riverfalls Court, Boca Raton, Florida 33428.

#### **SECTION 1: ENGAGEMENT**

The Client hereby engages the Independent Contractor to render the services as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

#### **SECTION 2: INDEPENDENT CONTRACTOR-CLIENT RELATIONSHIP**


The parties intend that an independent contractor-client relationship will be created by this contract. Client is interested only in the results to be achieved. Independent Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Independent Contractor are not entitled to any of the benefits that Client provides for Client's employees. It is understood that Client does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract with other clients while under contract with Client.

#### **SECTION 3: COMPENSATION**

In full consideration for the performance of the Services hereunder and explicitly detailed in the attached Exhibit A, the Client shall pay the Independent Contractor on a monthly retainer basis at the agreed upon rate of \$1,000/month. The abovementioned retainer will serve as compensation for the services as defined in Exhibit A. Payments shall be preceded by an invoice from the Independent Contractor which Client shall then pay in the ordinary course. The Client will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services and these reimbursements will be in addition to the agreed upon retainer. These expenses can include but are not limited to the hire of third party vendors to perform required services. Any payments due to third parties will be paid either directly by the Client to the third party, or will be paid to the third party by Independent Contractor only after Independent Contractor receives payment from the Client. Air travel shall be at coach fares and lodging shall be at moderately priced hotels, taking advantage of available corporate discounts.

#### **SECTION 4: PROPRIETARY RIGHTS**

The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Client as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Client is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials. Generic information communicated to the Client in the course of this Agreement either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms above. Notwithstanding the foregoing, the Client acknowledges that the

  
Client Initials

  
Independent contractor initials

Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's past experience in the industry and in providing similar services and or Materials to others and they expect to continue such work in the future. Upon removal of any text, markings, logos, or other items that would identify Client, Independent Contractor is permitted to repurpose Materials created by Independent Contractor under this Agreement for future use, provided the identity of the Client is not revealed. The Independent Contractor shall, without the prior written consent of the Client, be permitted to use the Client's name, logo and other identifying items in advertising or promotional literature or material. Independent Contractor is not responsible for retaining any Materials beyond the termination of this Agreement. Unless specified in Exhibit A, Client is not entitled to copies or originals of any raw video created as part of the Agreement, and Independent Contractor is not responsible for retaining any raw and/or edited video beyond the termination of the Agreement.

#### **SECTION 5: CONFIDENTIALITY**


Each party agrees that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other party, including, but not limited to, product and business plans, software, technical processes and formulas, source codes, product designs, sales, costs and other unpublished financial information, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Confidential Information need not be marked as confidential at the time of disclosure to receive "Confidential Information" protection as required herein, rather all information disclosed that, given the nature of the information or the circumstances surrounding its disclosure reasonably should be considered as confidential, shall receive "Confidential Information" protection.


#### **SECTION 6: WARRANTIES AND INDEMNIFICATION**

Independent Contractor will, whenever possible, apprise Client before issuing any statement, press release, white paper or other written document for public consumption so that Client is, whenever possible, aware of all claims, statements or presentations made by Independent Contractor on Client's behalf. Client will indemnify and hold harmless Independent Contractor, its officers, directors, employees, sub licensees, customers and agents from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from statements, presentations, claims, publication of documents in any medium and other actions that Independent Contractor undertakes on Client's behalf to satisfy the terms and intent of this Agreement. Client is responsible for ensuring all actions undertaken and all materials created as part of this agreement are in accordance with any applicable laws, rules, or regulations. Independent Contractor is not responsible to any breach of applicable laws, rules, or regulations as a result of actions and/or materials covered by this agreement. Client acknowledges that Independent Contractor cannot guarantee media coverage or exposure, as campaigns, crisis communications, media relations, marketing and other similar efforts involving third parties are based on subjective factors that cannot be controlled. Independent Contractor's right to compensation is not based upon results.

Client warrants there exists no business, contractual or personal relationship between Client and the municipal government of the City of West Palm Beach, Florida nor between Client and any of the elected officials of the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client further warrants Client is not performing services for the City of West Palm Beach, Florida directly or indirectly that have not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A, nor does Client have a financial or other personal interest involving the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client understands that any relationship between Independent Contractor and Client is independent of any relationship between Client and the City of West Palm Beach, Florida and Client acknowledges it does not anticipate any unusual or preferential treatment by the City of West Palm Beach, Florida, its staff or elected officials as a result of entering into a relationship with Independent Contractor. Any relationships and/or interests that arise after the execution of this agreement must be immediately disclosed in writing to Independent Contractor. Independent Contractor retains the right to immediately terminate this agreement as a result of such disclosure.

#### **SECTION 7: TERM AND TERMINATION**

  
Client initials

  
Independent contractor initials

available for teleconference calls during nights and weekends on an as-needed basis dependent upon the needs of the situation. Reasonable still photography and video shooting or production are available to the Client. Extensive video production work may not be included under this agreement. Services do not include the regular, repeated production of publications, newsletters, flyers, blog entries, social media postings, or similar material. Independent Contractor will provide reasonable preparation and/or distribution of any original client documents, any reasonable communications between Independent Contractor and Client, or on behalf of Client (telephone calls, consultations, email communication, etc). Crisis communications services as required by Client excluding serving as an on-the-record spokesman.

**Strategic communication plan.** Develop a strategic communications plan with issues management, public relations and external affairs tactics that are aligned with the company's business growth plan. The plan will identify target audiences and methods to reach them along with a timeline for implementation (External Affairs component).

**Media-driven Special Events.** Work with the company to create and execute relevant special events that boost the company's profile among key audiences, and to create positive perceptions among broader constituencies.

**News releases.** Draft and disseminate news releases to mainstream and specialty media publications, as well as electronic media and Web sites to accomplish a variety of tasks, including special event coverage, brand rollout, etc.


**Editorial support.** Coordinate active outreach to major daily newspaper editorial boards, including the drafting and placing of "authored/bylined" Guest Columns/Op-Eds on relevant issues and trends.

**Identify media in targeted corporate markets.** Identify targeted media as well as other appropriate communications vehicles, including industry columnists and Internet blogs, for the company in pre-designated areas of potential benefit to the company as a whole, and in support of specific elements of a marketing/public relations plan.

**Strategic counsel.** Provide strategic counsel for the firm on opportunities and crises and will coach leaders/associates within the firm on how to effectively deal with the media.

**Media kit.** Develop materials and refine a package to distribute to the media (and other appropriate internal and external audiences) with information about RMA, including a backgrounder on the company; executive and/or leadership biographies; services and capability descriptions; FAQ's, etc.

**Monitor breaking news.** Monitor news and trends related to RMA-it's areas of expertise and offer appropriate company representatives as experts for commentary.

 **CITY OF WEST PALM BEACH:** Client acknowledges a pre-existing personal and financial relationship with the City of West Palm Beach. RMA, its principles and/or representatives serve as the leadership for the City of West Palm Beach Community Redevelopment Agency. RMA has a longterm relationship with the elected leadership of the City of West Palm Beach.

  
Client initials

  
Independent contractor initials



The term of this Agreement shall commence on the date hereof. Either party may terminate this contract on 30 days' written notice; otherwise, the contract shall remain in force. In case of termination, Independent Contractor shall make a reasonable attempt to finish work in progress. Upon termination by either party, Independent Contractor shall provide to Client any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Client provided to the Independent Contractor in connection with this Agreement. In the event of termination, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid.

#### SECTION 8: GENERAL TERMS


This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Boca Raton, Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.


The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By: [Signature] Date: 1/9/13 

Title: President

By: [Signature] Date: 01/05/13   
for RMA

Title: Principal

#### EXHIBIT 'A'

The following describes the Services to be performed, any Materials that are to be delivered, and the schedule for delivery (if applicable):

Independent Contractor will provide public relations & marketing guidance and support in accordance with a mutually agreed upon marketing plan. Independent Contractor will coordinate all advertising and marketing efforts as detailed in a mutually agreed upon marketing plan. Independent Contractor agrees to be available upon reasonable notice for teleconference calls during regular business hours. Independent Contractor further agrees to be

[Signature] Client initials

[Signature] Independent contractor initials



THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of the 1 day of December, 2012 by and between Redevelopment Management Associates, LLC (RMA) (the Client) located at 3109 E. Atlantic Blvd, Pompano Beach, Florida 33062, and "Cohen Publicity" (the Independent Contractor) located at 12286 Riverfalls Court, Boca Raton, Florida 33428.

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#### **SECTION 3: COMPENSATION**

In full consideration for the performance of the Services hereunder and explicitly detailed in the attached Exhibit A, the Client shall pay the Independent Contractor on a monthly retainer basis at the agreed upon rate of \$1,000/month. The abovementioned retainer will serve as compensation for the services as defined in Exhibit A. Payments shall be preceded by an invoice from the Independent Contractor which Client shall then pay in the ordinary course. The Client will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services and these reimbursements will be in addition to the agreed upon retainer. These expenses can include but are not limited to the hire of third party vendors to perform required services. Any payments due to third parties will be paid either directly by the Client to the third party, or will be paid to the third party by Independent Contractor only after Independent Contractor receives payment from the Client. Air travel shall be at coach fares and lodging shall be at moderately priced hotels, taking advantage of available corporate discounts.

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The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Client as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Client is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials. Generic information communicated to the Client in the course of this Agreement either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms above. Notwithstanding the foregoing, the Client acknowledges that the

CMB Client Initials

Independent contractor initials



Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's past experience in the industry and in providing similar services and or Materials to others and they expect to continue such work in the future. Upon removal of any text, markings, logos, or other items that would identify Client, Independent Contractor is permitted to repurpose Materials created by Independent Contractor under this Agreement for future use, provided the identity of the Client is not revealed. The Independent Contractor shall, without the prior written consent of the Client, be permitted to use the Client's name, logo and other identifying items in advertising or promotional literature or material. Independent Contractor is not responsible for retaining any Materials beyond the termination of this Agreement. Unless specified in Exhibit A, Client is not entitled to copies or originals of any raw video created as part of the Agreement, and Independent Contractor is not responsible for retaining any raw and/or edited video beyond the termination of the Agreement.

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Client warrants there exists no business, contractual or personal relationship between Client and the municipal government of the City of West Palm Beach, Florida nor between Client and any of the elected officials of the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client further warrants Client is not performing services for the City of West Palm Beach, Florida directly or indirectly that have not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A, nor does Client have a financial or other personal interest involving the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client understands that any relationship between Independent Contractor and Client is independent of any relationship between Client and the City of West Palm Beach, Florida and Client acknowledges it does not anticipate any unusual or preferential treatment by the City of West Palm Beach, Florida, its staff or elected officials as a result of entering into a relationship with Independent Contractor. Any relationships and/or interests that arise after the execution of this agreement must be immediately disclosed in writing to Independent Contractor. Independent Contractor retains the right to immediately terminate this agreement as a result of such disclosure.

#### **SECTION 7: TERM AND TERMINATION**

*CM*

Client initials

*ESC*

Independent contractor initials

The term of this Agreement shall commence on the date hereof. Either party may terminate this contract on 30 days' written notice; otherwise, the contract shall remain in force. In case of termination, Independent Contractor shall make a reasonable attempt to finish work in progress. Upon termination by either party, Independent Contractor shall provide to Client any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Client provided to the Independent Contractor in connection with this Agreement. In the event of termination, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid.

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This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Boca Raton, Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By: Evan S. [Signature] Date: 1/9/13

Title: President

By: [Signature] Date: 01/05/13  
for RMA

Title: Principal

#### **EXHIBIT 'A'**

The following describes the Services to be performed, any Materials that are to be delivered, and the schedule for delivery (if applicable):

Independent Contractor will provide public relations & marketing guidance and support in accordance with a mutually agreed upon marketing plan. Independent Contractor will coordinate all advertising and marketing efforts as detailed in a mutually agreed upon marketing plan. Independent Contractor agrees to be available upon reasonable notice for teleconference calls during regular business hours. Independent Contractor further agrees to be

CS Client initials

[Signature] Independent contractor initials

available for teleconference calls during nights and weekends on an as-needed basis dependent upon the needs of the situation. Reasonable still photography and video shooting or production are available to the Client. Extensive video production work may not be included under this agreement. Services do not include the regular, repeated production of publications, newsletters, flyers, blog entries, social media postings, or similar material. Independent Contractor will provide reasonable preparation and/or distribution of any original client documents, any reasonable communications between Independent Contractor and Client, or on behalf of Client (telephone calls, consultations, email communication, etc). Crisis communications services as required by Client excluding serving as an on-the-record spokesman.

**Strategic communication plan.** Develop a strategic communications plan with issues management, public relations and external affairs tactics that are aligned with the company's business growth plan. The plan will identify target audiences and methods to reach them along with a timeline for implementation (External Affairs component).

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**News releases.** Draft and disseminate news releases to mainstream and specialty media publications, as well as electronic media and Web sites to accomplish a variety of tasks, including special event coverage, brand rollout, etc.

**Editorial support.** Coordinate active outreach to major daily newspaper editorial boards, including the drafting and placing of "authored/bylined" Guest Columns/Op-Eds on relevant issues and trends.

**Identify media in targeted corporate markets.** Identify targeted media as well as other appropriate communications vehicles, including industry columnists and Internet blogs, for the company in pre-designated areas of potential benefit to the company as a whole, and in support of specific elements of a marketing/public relations plan.

**Strategic counsel.** Provide strategic counsel for the firm on opportunities and crises and will coach leaders/associates within the firm on how to effectively deal with the media.

**Media kit.** Develop materials and refine a package to distribute to the media (and other appropriate internal and external audiences) with information about RMA, including a backgrounder on the company; executive and/or leadership biographies; services and capability descriptions; FAQ's, etc.

**Monitor breaking news.** Monitor news and trends related to RMA-it's areas of expertise and offer appropriate company representatives as experts for commentary.

**CITY OF WEST PALM BEACH:** Client acknowledges a pre-existing personal and financial relationship with the City of West Palm Beach. RMA, its principles and/or representatives serve as the leadership for the City of West Palm Beach Community Redevelopment Agency. RMA has a longterm relationship with the elected leadership of the City of West Palm Beach.

 Client initials

 Independent contractor initials

## COE Sworn Interview Form

This is Anthony Bennett, Investigator with the Palm Beach County Commission on Ethics

This will be an interview with Mr Elliot Conner

Conducted in reference to COE case # C15 - 021

Today's date is December 10, 2015

The time by my watch is 10:59 am

The location of this interview is: 401 Clematis St  
West Palm Beach, FL 33401  
X City Hall

**Please state:**

Your Full Name

Your Occupation/ Title, and the Public Entity you serve

Your Work Address

Your Work Phone Number

An Email Address that you wish to use for COE contact

---

### Oath

Please raise your right hand:

***Do you swear or affirm that during this interview you will tell the truth,  
the whole truth and nothing but the truth?***

---

- Do you understand that you are under oath?
- Do you agree that this interview is being conducted voluntarily, and that no threats or promises have been made to compel you to talk with me today?
- Do you understand that this conversation is being audio recorded?

## Anthony Bennett

---

**Subject:** Interview - C15-021  
**Location:** WPB City Hall 2nd Floor  
  
**Start:** Thu 12/10/2015 11:00 AM  
**End:** Thu 12/10/2015 12:00 PM  
  
**Recurrence:** (none)  
  
**Organizer:** Anthony Bennett

Elliot Cohen Interview  
WPB City Hall  
2<sup>nd</sup> Floor



[Print](#) | [Close Window](#)

**Subject:** Work suspension

**From:** [elliott@cohenpublicity.com](mailto:elliott@cohenpublicity.com)

**Date:** Fri, Jun 21, 2013 3:37 pm

**To:** "Kim Briesemeister" <[kim@rma.us.com](mailto:kim@rma.us.com)>

Kim,

As you know, I've been doing some occasional press release writing for you.

In anticipation of the start of the public process next week to discuss the future of the City of West Palm Beach CRA, I think it is best to hold off on that kind of work until the city completes its process of possibly selecting a firm to run the CRA.

As you know, I have no role in making any decisions, nor do I have any control in any selection process. I am not paid by the CRA, and I am not involved in the awarding of any contracts, nor in the drafting of any RFQ. I don't have any role in deciding the future of the CRA.

However, until the process is over, it's probably best to put it on hold.

Thanks.

Elliot

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OFFICE OF THE MAYOR  
CITY OF WEST PALM BEACH  
P.O. Box 3366 • WEST PALM BEACH • FLORIDA 33402

Anthony Bennett



last updated November 2, 2014

cra charter

city divisions

city rules &amp; policies

sustainability

employment &amp; economic

gov feedback



## CRA Districts

### Northwood / Pleasant City



Broadway / US Highway 1  
Currie Corridor  
Industrial Park  
Northwood Village  
Pleasant City

### Downtown West Palm Beach



Brelsford Park / Providencia Park  
Clearlake District  
Downtown Core  
Northwest target Area  
Okeechobee Blvd Corridor

#### CRA TEAM

Jon Ward,  
CRA Executive Director

Donna Baribeau,  
CRA Administrative Assistant

Genia Baker,  
Project Manager

Susan Kores,  
Project Manager

Allison Justice,  
Sr. Project Manager



Robert Aggar,  
Real Estate Division Manager

[city services](#)[cra districts](#)[agencies & boards](#)[sustainability](#)[upcoming events](#)[give feedback](#)

## CRA BOARD MEMBERS

**Mayor** Jeri Muoio, Chair

### City Commissions:

- Sylvia Moffett, District 1
- Cory Neering, District 2
- Paula Ryan, District 3
- Keith A. James, District 4
- Shanon Materio, District 5

## CRA ADVISORY BOARD

- J. Russell Greene, Chair
- Charles Adams, Vice Chair
- John B. Cleary
- Michael Cleveland
- Rhea Doran
- Michael Howe
- Robert Pick
- Alexander Ream
- T. Denise Williams
- Douglas Winter

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822@wpb.org

**HOTLINE**  
(561) 822-2222

### CITY CENTER

Community Redevelopment Agency  
401 Clematis Street  
West Palm Beach, Florida 33401  
Phone (561) 822-2222

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## [About](#)

- ▶ Government Administration & Management
- ▶ Marketing, Branding & Cultural Arts
- ▶ Urban Design & Planning
- ▶ Real Estate & Property Management
- ▶ Economic Development



RMA was formed in 2009, bringing together a phenomenal team of redevelopment experts passionate about building better communities and improving the world we all share. RMA is the most experienced full service consulting and management firm in the State of Florida specializing in repositioning and redeveloping places for cities, counties, & CRA's nationwide.

Our principal members, Kim Briesemeister (a Certified Redevelopment Administrator) and Christopher J. Brown, have been engaged in planning and redevelopment consulting for over 50 years combined. The strength of our company is their leadership combined with our dedicated people who individually are highly accomplished and talented, yet collectively have incredible synergy and creativity - producing amazing results.





Kim Briesemeister's areas of expertise over the past twenty-seven years have included community redevelopment agency management, financing structures, downtown marketing, urban housing, community neighborhood organization, redevelopment strategies, and public improvements through street beautification and open space initiatives.

Chris Brown's areas of expertise over the past twenty-eight years have included community redevelopment, CRA management, urban planning, and real estate development. Mr. Brown managed the highly successful Delray Beach CRA for nine years (1991-2000) and set the basis for an enormously successful city now known for both its downtown retail development and urban housing.



3109 E. Atlantic Blvd, Suite B Pompano Beach FL 33062  
Phone 954.695.0754 Fax 754.222.8081

Another website by [123YourWeb](#)



municipal government

fire services

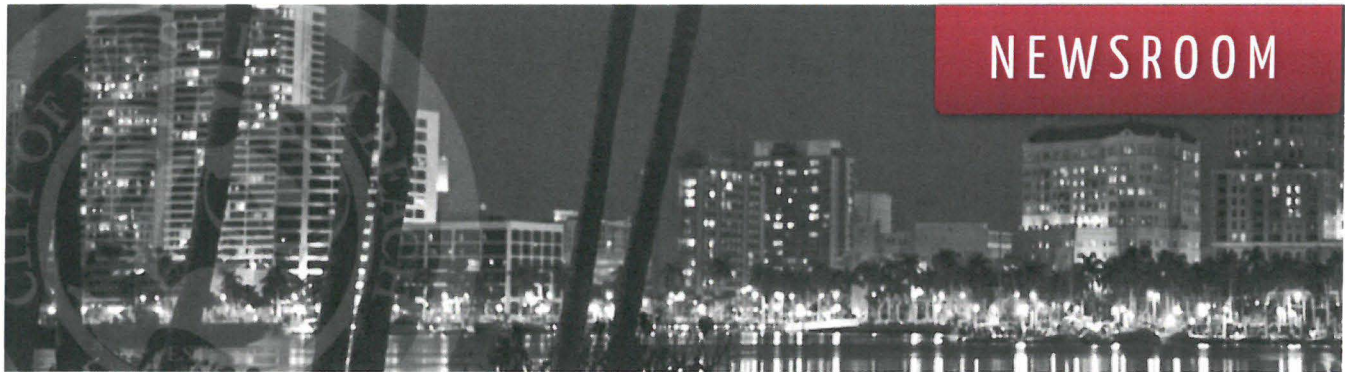
city manager

agriculture board

solid waste

agriculture board

public works



WEST PALM BEACH

## Latest City News

### Sunset Lounge sale deal reached



July 28, 2015

(West Palm Beach, FL) – After protracted negotiations between the sellers and the City, a deal has just been reached for the city to buy the historic Sunset Lounge in the city's north end.

According to sources familiar with the talks, the city's Community Redevelopment Agency (CRA) and the Kaminester family have settled on a sale price of \$2.4 million dollars for the Sunset Lounge and adjacent property.

After discussions between the owners and the CRA surrounding how to revive the area, the owners asked the CRA if the city wanted to buy the property. The CRA agreed, saying the revitalization of the Sunset Lounge would serve as a lynch pin for a major redevelopment effort in the city's north end focused on African American culture. The plan is to revive the Sunset and turn it into the center piece for a new African American tourism destination.





The \$2.4 million dollar sale price was agreed upon after both sides spent time citing dueling appraisals. The owners had appraisals that valued the property at \$2.8 million dollars, while the CRA's appraisals were one million dollars less.

The terms of the sale need to be formally presented to the city's CRA Board for approval.

No date has been set for when that meeting will take place.

This entry was posted in [CRA](#), [General](#), [Headlines](#)

[Back to Newsroom](#)

### BECOME A WPB INSIDER!



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Sign up below to be a **WPB Insider** and stay up to date with the latest news in our great city.

— Mayor Jeri Muoio

**PLEASE NOTE:** My newsletter will be emailed to you. It is not on the website.

☐ YES! I want to be a WPB INSIDER

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822@wpb.org

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401 Clematis Street  
West Palm Beach, Florida 33401  
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City of West Palm Beach

2015-07-28 10:00 AM

10:00 AM

10:00 AM

10:00 AM





Proposed Amendment #1000

City Clerk

City Manager

City of West Palm Beach

City of West Palm Beach

City of West Palm Beach

City of West Palm Beach

**THE REAL DEAL**

NEW YORK CITY REAL ESTATE NEWS

## West Palm Beach CRA acts to improve near northwest area

*The \$2.4 million sale of the Sunset Lounge will likely close early next year*

August 27, 2015 10:30AM

By [Dan Weil](#)[« PREVIOUS](#) [NEXT »](#)

Sunset Lounge in near northwest area of West Palm Beach

The West Palm Beach Community Redevelopment Agency is taking a number of steps to fix up the city's beleaguered near northwest neighborhood.

The city has reached an agreement to buy the storied Sunset Lounge, a legendary largely African-American jazz club that hosted icons such as Count Basie and Duke Ellington. The \$2.4 million deal will likely close early next year, Jon Ward, CRA executive director, told *The Real Deal*.

The house comes with six other parcels that are adjacent or across the street. The plan is to convert the area into a park, museum or performance hall.

"The Sunset Lounge is the most important element of the CRA's plan, because that's the anchor of the neighborhood, like the Harriet Himmel Theater in CityPlace," architect [Rick Gonzalez](#), [president of REG Architects](#), told *TRD*.

But the Sunset purchase is just the start of the [CRA's plans for the neighborhood](#). First, it's in the process of sprucing up 7th Street. It has asked the Florida East Coast Railway to let 7th Street run through the FEC crossing west of Dixie Highway. That would create a fourth east-west thoroughfare from Flagler Drive to Australian Avenue.

"We're renovating 7th Street in anticipation of that," Ward told *TRD*. This includes street resurfacing, bump-outs, landscaping, lighting and sidewalk improvements. The CRA is seeking to develop a restaurant row on the south side of 7th Street and helped Queen of Sheeba restaurant with its renovation and expansion there.

The CRA also intends to renovate Tamarind Avenue from 7th Street to Palm Beach Lakes Boulevard, putting utilities underground and rebuilding the water and sewer infrastructure. The road will be resurfaced and the streetscape improved, just as on 7th Street, Ward said.

Meanwhile, the CRA is in talks with [developers](#) to build a hotel at 3rd Street and Rosemary Avenue, and it just accepted the donation of five properties at 4th Street and Division Avenue that can be turned into a bed-and-breakfast for cultural tourism.

Local real estate pros say they are impressed with the moves. "This is exciting, it's a huge improvement for the neighborhood," Gonzalez said. "It's nice to see it get attention. A rising tide lifts all boats, so let's bring this tugboat with us."

William Cummings, a real estate broker for Century 21, also expressed enthusiasm. "The city has the right idea, especially since it is cooperating with townspeople who have been there two to four generations," he told *TRD*. "That combination with local residents can result in really good rejuvenation in that area."



Gonzalez and Cummings said they are particularly impressed with the plans to improve 7th Street. "It's very important to have 7th Street go all the way through to have access to that neighborhood," Cummings said. "Then cars will go through. They will go to Queen of Sheeba, for example. Every city has an old part open to tourism and a part that has modern components."

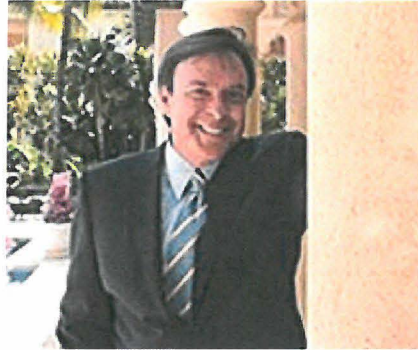
Tags: [Sunset Lounge](#), [west palm beach](#), [West Palm Beach Community Redevelopment Agency](#)

## Now Trending on The Real Deal

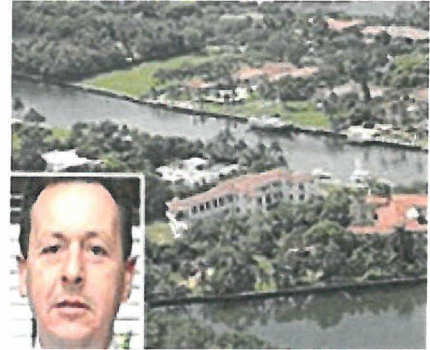
by Taboola



**Miami Beach strip club bought by NYC buyer**



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**Developer Sergio Pino sells Gables Estates manse**

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QuiBids



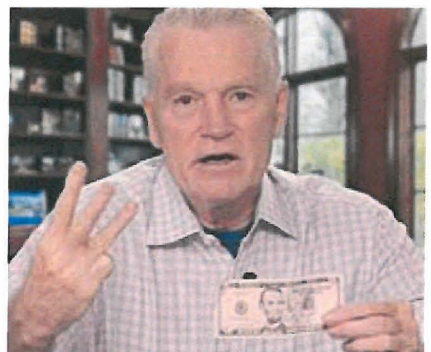
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What is LinkedIn?



## Jon Ward

395  
connections

Executive Director, CRA , City of West Palm Beach, FL for Redevelopment Management Associates

West Palm Beach, Florida Government Administration

**Current** Redevelopment Management Associates, LLC  
**Previous** City of Fort Pierce, St. Lucie County, FL, Long Wind Publishing  
**Education** Memphis State University

## Join LinkedIn and access Jon's full profile. It's free!

As a LinkedIn member, you'll join 300 million other professionals who are sharing connections, ideas, and opportunities.

- See who you know in common
- Get introduced
- Contact Jon directly

[View Jon's Full Profile](#)

### Summary

Highly evolved, effective communicator and visionary leader with self-deprecating sense of humor. High touch as opposed to high tech. Lifetime auto-didact. Effectively implements very complicated public initiatives. Experienced with major capital construction projects, asset management, community development, public administration and marketing. Image conscious, media-aware and politically savvy. Alumnus of Leadership Florida (Class 28).

### Experience

#### Executive Director, WPB Community Redevelopment Agency (CRA)

Redevelopment Management Associates, LLC

January 2014 – Present (1 year 9 months) | West Palm Beach, FL

Continuing with RMA as Senior Redevelopment Associate. New RMA assignment to serve as Executive Director of the Community Redevelopment Agency (CRA) for the City of West Palm Beach. Responsible for full-time administration of all Agency operations.

#### Senior Redevelopment Associate

Redevelopment Management Associates, LLC (RMA)

August 2013 – Present (2 years 2 months) | Pompano Beach, FL

Administer RFQ for management services for cultural facilities being developed by the Pompano Beach Community Redevelopment Agency (CRA). Edit RFQ, interview prospective respondents, form public committee to evaluate responses to RFQ, make recommendations to appropriate Boards and draft proposed contracts.

#### Director, Department of Urban Redevelopment

City of Fort Pierce

### Find a different Jon Ward

 First Name  Last Name 

Example: Jon Ward



**Jonathan Ward**  
Financial Services Representative at Capstone Financial United States



**Jon Ward**  
Vice President, International at 23andMe United States



**Jon Ward**  
ENJOY Digital Marketing United States



**Jonathan W Ward**  
Vice President Corporate Development at Jackson Healthcare United States



**Jon Ward**  
Talent Acquisition, HR and Operations Veteran United States

More professionals named Jon Ward

### People Also Viewed



**Kim Briesemeister**  
Redevelopment & Management Consulting



**Jody Griffin**  
Recreation Director at City of Saint Paul



**Al Villarreal**  
--



**Keith James**  
President at Keith A. James, P.A.



**Juan C. Ayala Assoc. AIA, LEED AP**  
Redevelopment Management Associates, LLC - Project Manager for the City of Pompano Beach CRA



**Anne Satterlee, APR, CPRC**  
Marketing Director at Sunrise Theatre for the Performing Arts



**Rachel Bach**  
Director, CRA Management at Redevelopment Management Associates, LLC



**Jody Griffin**  
Recreation Director at City of Saint Paul Parks & Recreation



**Shanon Materio**  
Owner and Creative Director of McMow Art Glass, Inc.



**Natasha Alfonso - Ahmed**  
Director of Urban Design and Planning at Redevelopment Management Associates, LLC



What is LinkedIn?

improvements programming). Add series of additional responsibilities at request of City administration: administer all City affordable housing programs (CDBG, SHIP, NSP, etc.), direct Fort Pierce Authentic Tours (FPAT) sustainable ecotourism initiative, manage City grant programs, economic development, FEMA disaster recovery management, financial administration for the Sunrise Theatre, art in public places programming

### Director, Fort Pierce Redevelopment Agency (CRA)

City of Fort Pierce, FL

July 2005 – March 2010 (4 years 9 months) | Fort Pierce, Florida Area

Described by Tribune columnist Anthony Westbury as "definitely not your father's public servant." Successfully envision and implement City's major capital improvement and construction projects, including gymnasiums, parking garage/office complex, park land acquisition and development and others. Directed historic preservation efforts. Administrator of 1200-seat Sunrise Theatre from 2008-10. Created Art in Public Places programs and cultural heritage trails. Manage series of NGO grants. Winner of 2008 City Manager's Award as employee of the year.

### Director of Cultural Affairs

St. Lucie County, FL

December 2002 – July 2005 (2 years 8 months)

Created and developed initial cultural department and programming for the County, revamped and administered all museum assets, developed art in public places programming and related festivals and cultural assets. Referred to by County administration as "the T-Rex of Culture"

### Publisher

Long Wind Publishing

March 1996 – December 2002 (6 years 10 months)

Designed and edited award-winning fine art photography books, managed sales and distribution agents and artists.

### Founder/Partner

Ward and Ward

1974 – 1996 (22 years) | Atlanta and Miami

Sales representatives for a variety of major manufacturers in the wholesale women's apparel business. Named by Womens Wear Daily (leading trade media) as one of the top ten showrooms in Atlanta Apparel Mart. Served on Board of Directors of salesmen's trade organizations in Miami and Atlanta. Covered 13 southeastern states for over 20 years plus trade shows in New York, Los Angeles, San Francisco, Charlotte.

### Director of Design

Medicenters of America

1970 – 1974 (4 years) | Memphis, TN

Administered design and development program for major developer of health centers, hospitals and hotels, a spin off corporation by the owners of Holiday Inns. Recruited by firm from former design position at Holiday Inns/Innkeepers Supply Company, Memphis.

### Courses

#### City of Fort Pierce

HUD Environmental Review Training

FHFC "Affordable Housing Catalyst Program Administration"

NCRC "Supporting Inclusive Communities Through Fair Housing Planning"



[What is LinkedIn?](#)**City of Fort Pierce, FL**

Lorman "Managing Construction Projects in Florida"

## Honors &amp; Awards

**Outstanding Florida Main Street Rehab Project**

Florida Main Street

March 2003

**Roy F. Kenzie Award for Cultural Enhancement**

Florida Redevelopment Association

October 2004

**Florida Preservation Award**

Florida Trust for Historic Preservation

October 2005

**Lucie Award for Cultural Leadership and Philanthropy**

St. Lucie County Cultural Affairs Council

June 2009

**Benjamin Franklin Award for Cover Design**

Publisher's Marketing Association

2000

**Independent Publisher Book Award for Best Humor Book of Year**

Independent Publisher Magazine

2001

**NAIP Awards for Interior Book Design**

National Association of Independent Publishers

1997

**Benjamin Franklin Award for Best Art Book (Finalist)**

Publishers Marketing Association

1999



What is LinkedIn?

1998

## Publications

**Author/Illustrator of 13 children's books, Designed and Edited over 20 award-winning books.**

Won Ben Franklin Award for "Best Cover Design" for Hotbloods. Best Humor Book for Below the Beltway. Best Children's Novel for Howard Wise and the Monster Mop.

**Highway A1A; Florida on the Edge**

Herb Hiller/University Press of Florida

2005

Hiller describes my work at St. Lucie County on pages 170-172. "The administrator who best connects the renewing city (Fort Pierce) with the reforming County is St. Lucie's director of cultural affairs, Jon Ward. Ward approached his work by sucking in great gulps of air and diving into waters of unimaginable depths... Ward moves boldly for the County."

Authors: Jon Ward, Herb Hiller

## Languages

**Basic Spanish**

Limited working proficiency

**College Latin, Italian, French**

Limited working proficiency

## Skills

Public Speaking   Research   Budget   Strategic Planning   Government  
Communication   Construction Management   PowerPoint   Art  
Problem Solving   Publishing   Grant Writing   Leadership   Housing  
Federal Programs   [See 35+ >](#)

## Education

**Memphis State University**

While in school, Ward was recruited by Holiday Inns of America as a hotel designer., Political Science/Art

1967 – 1969

While attending Memphis State, Ward developed a significant local reputation for designing theatre sets for Circuit Playhouse and others. Innkeepers Supply Co., a division of Holiday Inns, based in Memphis, recruited Ward, in his Junior year, to design the interiors of noteworthy independent hotel projects, including various international inns, launching his professional career.

Activities and Societies: Zeta Beta Tau

## Interests

[What is LinkedIn?](#)[motorcycles](#) [architecture](#)

historic preservation and design are always  
interesting to me.

## Organizations

**Urban Land Institute (ULI), Florida Redevelopment Association (FRA), ICSC**

## Additional Organizations

Leadership Florida, Class XXVIII Regional Council of Advisors, Leadership Florida (2010-pres.)  
Board Member, Florida Council for Arts and Culture (2008-pres.) Board Member, Florida Humanities  
Council (2005-11)

## Groups

**Downtown Revitaliza-  
tion**

**Art Basel Miami Beach**

**Florida Redevelopment  
Association**

**Florida Community De-  
velopment Association**



**Municipal Managers**

**Florida Public Relation  
s Association (FPRA)**

**Edgartown Historic Dis-  
trict**

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## View Jon's full profile to...

- See who you know in common
- Get introduced
- Contact **Jon** directly

[View Jon's Full Profile](#)

Not the Jon Ward you're looking for? [View more](#)

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# EXCLUSIVE — Here Are The Police Secrets Published by Accident in The City of West Palm Beach's Official Website!

✿ [www.gossipextra.com/2015/09/14/police-secrets-published-west-palm-beach-website-5184/](http://www.gossipextra.com/2015/09/14/police-secrets-published-west-palm-beach-website-5184/)

Jose Lambiet

- 
- 
- 2
- 1
- 6



West Palm Beach City Hall is in full cover-your-ass mode today (via Facebook)

**WEST PALM BEACH** — Red-faced City of West Palm Beach officials are in full damage-control mode after [Gossip Extra's Sunday exclusive](#) about the publication on the city's website of details about on-going secret law enforcement operations.

The information was inadvertently released among thousands of emails that the city made public on [wpb.org](http://wpb.org) Friday morning under the mention *#transparency*.

**Elliott Cohen**, the city's public information boss, was a little too transparent with the 2,000 or so emails he dropped on the site at the request of a television station.

Emails discussing federal and local police operations, the surveillance of Jupiter businessmen allegedly involved in cocaine trafficking and the shooting of a confidential police informant were tucked among thousands



of mostly asinine exchanges between city officials.

Palm Beach County Sheriff's officials eventually alerted the city, and the documents were un-published early Friday afternoon.

*Gossip Extra*, however, obtained the file, as did plenty of computer users in the city.

We have opted to show some of the emails to illustrate the damage caused by Cohen's mistakes.

We're told at least one police operation has been stopped, and PBSO handlers of confidential informants have been contacting their people on the street to let them know their identities might become public.

Here are some of the emails — *and it's yet another story you're not getting from West Palm Beach's out-of-town corporate media!*

In the first, West Palm Beach Police's **David Weeks** discusses the surveillance of a Jupiter business with PBSO deputies and agents from the Federal Drug Enforcement Administration.

The email is about the schedule of surveillance and possible arrests of two men allegedly involved in the cocaine trade. One of them is identified as **Michael Graceffa**, the owner of Dees Automotive in Jupiter. The other is identified by his last name only, Miller, and his address.

Neither suspect has been arrested or charged with a crime, according to court papers.

Needless to say, a bust is now unlikely after the email below appeared on the city's website:



# Elliot Cohen: West Palm spokesman defends outside work in response to WPTV questions

**BY:** Eric Weiss (mailto:eric.weiss@wptv.com)

**POSTED:** 11:42 AM, Sep 18, 2015

**UPDATED:** 7:10 PM, Sep 18, 2015

West Palm Beach spokesman Elliot Cohen issued a statement today to WPTV in response to questions from the Contact 5 Investigators about his outside work for others, including another South Florida city.

Cohen, who is at the center of a controversy that began last week when it was discovered that he had posted sensitive police secrets on the city's website (<http://www.wptv.com/news/local-news/investigations/top-secret-police-operations-posted-on-city-of-west-palm-beach-website->) , makes \$90,000 a year with the city.

He also owns Cohen Publicity, which does outside PR, marketing and crisis management. He disclosed his business with the Palm Beach County Ethics Commission via the filing of a conflict of interest waiver in 2012 and again in 2014.

Cohen has done work for RMA, a company the city pays to run its Community Redevelopment Agency. Earlier this year, he also did work for the town of Miami Lakes, for which he made \$150 an hour.

Cohen claims that he has made less than \$6,000 annually for the outside work, but when WPTV contacted Miami Lakes we were told that Cohen worked for the town from January to March, and the *Miami Herald* reported he was paid \$10,575 for the work (<http://www.miamiherald.com/news/local/community/miami-dade/miami-lakes/article29114317.html>) . WPTV reached out to Cohen to clarify the discrepancy and he responded that Miami Lakes mistakenly paid him twice for his work and he says he returned over \$5,000.

In his statement, Cohen defends his outside publicity work, saying all work was done on his personal time, and that his work for RMA occurred prior to the city selecting it as its CRA operator.

Earlier this week, the Palm Beach County Police Benevolent Association called for Cohen's resignation (<http://www.wptv.com/news/region-c-palm-beach-county/palm-beach-co-police-benevolent-association-calls-for-west-palm-beach-spokesmans-resignation>) over the posting of unredacted documents that included the names of confidential informants and police operations.

Mayor Jeri Muoio apologized for the release of the secret emails (<http://www.wptv.com/news/local-news/investigations/wpb-mayor-spokesman-explain-how-police-secrets-landed-on-citys-website>) and has stood by Cohen, saying that the idea to post responses to public records requests on the city's website was hers.

"We're deeply sorry. This is not something that should have happened," Muoio said Tuesday.

On Wednesday, police informants told WPTV that they fear for their safety (<http://www.wptv.com/news/region-c-palm-beach-county/west-palm-beach/police-informants-worried-about-their-safety-after-city-released-secret-documents>) after the online blunder.

Cohen's full statement on his outside work is below.

has a form for it. In 2012 I filled out the proper and required paperwork, was approved by the city, and as required, the form was filed with the Palm Beach County Ethics Commission. I've complied with the outside employment guidelines and far from hiding it, I promote it on my social media pages, including a post several months ago that mentioned my work with the Town of Miami Lakes that lasted about six months. My publicly approved and properly registered work has been a sporadic side job to supplement my government salary and in total, I've made less than \$6,000/year over the past 3 years.

Regarding RMA, I provided limited press related work for them between January and June of 2013 at which time I issued a stop work notice because the city began to discuss the idea of outsourcing the CRA. (See email below). Long after the bid process was over, I helped them with a brief video project in the summer of 2014. I haven't had a relationship nor have I received any revenue from them since that time.

I occasionally used my middle name in case I was quoted to protect the city and avoid any confusion that the work might be part of city business, but far from trying to hide anything, my publicly registered business name and phone number were also included.

Finally, rather than being proof of doing personal business on city time, the released email is proof of just the opposite: doing city business on my personal time off on the weekends. The email, sent at 6:38am on a Sunday morning was an image (see below) that was needed for the city's newsletter that I was working on early that Sunday morning. The image appeared in the city newsletter that was sent out later that Sunday." (see below) Elliot Cohen



**Fw: Rescheduled jupiter buy from last week : This Thurs, Sept 3, 1630 hours**

**Weeks, David L.** to: Catone, Shane R., Paniagua, Rey J.,  
Gilbert, Eric D., Linehan, William R.,  
Stevenson, Thomas A., Suarez,  
Christine M., JRebholz@wpb.org

08/31/2015 01:36 PM

Please let me know if you all are available.

Thanks,

SA David Weeks

From: Wildove, Jonathan Scott <WildoveJ@pbso.org>

Sent: Monday, August 31, 2015 12:56 PM

To: Weeks, David L.; Crews, Newman C. III; Slacum, Matthew M.; Rice, Eric C.;  
Longchamps, Ryan P.; Hood, Shandon L; Valencia, Carlos; West, Layford B.

Cc: Torella, Anthony P; Breneman, Thomas E

Subject: Rescheduled jupiter buy from last week: This Thurs, Sept 3, 1630  
hours

1630: Briefing (Behind plaza @ northeast corner of Indiantown Road & US 1)

DEA SA Rice arrive at North county airport

1645: At least 2-3 surveillance units begin surveillance at Dees Automotive  
located at 225 Venus Street, Jupiter / 2-3 surveillance units will also set up  
around 5976 Keith Lane, Jupiter (KEITH LANE IS A FAIRLY SHORT, DEAD END  
STREET, you can pull into driveway and sit at 5784 Keith Lane, it appears  
unoccupied)

1700-1730: Graceffa will leave work and head home to 5976 Keith Lane. He'll  
most likely driving a white older style Ford Expedition with Miami Dolphin tag  
#D84YN - surveillance will follow. Aviation will get in the area of where we  
follow Graceffa too

Once Graceffa is home, or we put him down somewhere, I'll call target and  
place an order for 1 ounce of cocaine for 900.00.

4-5 Surveillance/security units will set up around Miller's residence located  
at 232 Pineview Road, Tequesta. Once miller leaves her house to meet  
Graceffa, surveillance will follow.

The main goal is to observe Graceffa leave his residence at Keith Lane.  
Observing the transaction between Graceffa and Miller would be lovely, but not  
a priority

-I'll be driving white Cadillac Escalade SUV

-OCB 3

-Eric, you'll meet pilot Tom Breneman

Thank you everyone

Agent Jonathan Wildove #7672

Palm Beach County Sheriff's Office

Narcotics Division

727N / S.W.A.T. 37



Another email from West Palm Beach Police officer **John Bangs** to WPB PD Sgt. **Kevin Farrell** dated August 28 tells of on-going cases called Operation Beginner's Luck and Operation Warehouse Goods.

The first is apparently a wide-ranging investigation into West Palm Beach's illegal casinos and the second is a joined operation with the DEA:



**John Bangs OCS Case Info (August 2015)**

**John Bangs** to: Kevin Farrell

08/28/2015 09:03 AM

Sarge,

I have attached the information sheet for our on-going cases. As far as Operation: Beginner's Luck is concerned, we have been conducting surveillance and background investigation for the case. We just had a meeting yesterday with the AUSA, who wants us to expand the scope of the investigation to not only include the local casinos but also the illegal gaming software companies. We are in the process of contacting the USDOJ, FBI, and Florida Illegal Gaming Task Force to make sure we will be able to go forward with this case. As for Operation: Warehouse Goods, we are continuing to analyze the financial documents and are still waiting on the DEA to finish up with Tar Pit so they can focus on our case. I will let you know of any updates to those two cases. Please let me know if you have any questions.



Officer Bangs # 1790 OCS Stat Sheet (8-28-15).docx

A third email shows the federal Department of Homeland Security's concern with West Palm Beach Police's investigation into the May shooting of **Michael Antonoff** by two agents. Antonoff survived and the surveillance video that showed the shooting tells a story that's way different from what the agents claimed.

Here's Homeland Security's email WPB PD Detective **Ryan Patterson**:



**Cc:** Dorr, Tracie M ([Tracie.M.Dorr@ice.dhs.gov](mailto:Tracie.M.Dorr@ice.dhs.gov)); Griffiths, Lalo; Donly, Jay  
**Subject:** Status Request WPB Shooting

Mr. Patterson,

The Department of Homeland Security, Office of Inspector General, would like to get a status update regarding the investigation concerning the two HSI Agents involved in the West Palm Beach shooting. Prior to the release of the surveillance footage to the media everything was status quo awaiting the results of your investigation. As you can imagine, the broadcast of the surveillance footage has spawned an enormous amount of interest from senior management at our headquarters and from senior management at ICE OPR's headquarters. I would like to schedule a conference call with you, SA Dorr, and myself as soon as possible to obtain an update, our headquarters has numerous questions and is insisting on an update. Please let me know when you are available. I know you are extremely busy and I apologize for the request, but any information you can provide to us at this time would be very helpful.

If you cannot provide any information at this time because local policy does not allow you to provide information until your investigation is complete, please respond as such so we can make our senior management aware of the situation.

Sincerely,

*Daniel G. Lopez*

Special Agent  
Department of Homeland Security  
Office of the Inspector General  
Miami Field Office  
Office: 954-538-7546  
BB: 305-340-7497

Finally, there's been a concern among local law enforcement types that the victim of a shooting on the city's north side in August, a man who survived, happens to be a confidential informant who sells intelligence about the city's most dangerous neighborhoods to police.

We won't reveal his identity to protect him, but here is an email from Assistant State Attorney **Bryan Poulton** to WPB PD:



**Re: CI - issue Monday**  
**Bryan Poulton** to: JNegrn@wpb.org  
 Cc: "rwood@wpb.org"

08/29/2015 08:46 PM

Thanks. Can I call you tomorrow or Monday. One of your CI's is a shooting victim. I would like to update you on what's going on. I may need one of your colleagues to stand in. There could be a need for disclosure.

Bryan

Sent from my iPhone

```
> On Aug 29, 2015, at 9:34 AM, "JNegrn@wpb.org" <JNegrn@wpb.org> wrote:
>
> I am unavailable until September 8
>
> Agent J. Negron #1892
> Special Investigation Division
> West Palm Beach Police Department
> 600 Banyan Blvd. West Palm Beach, FL 33401
> Desk (561) 822-1839
> Cell (561) 889-6485
>
>
> -----Bryan Poulton <Bpoulton@sa15.org> wrote: -----
>
>
> To: "jnegrn@wpb.org" <jnegrn@wpb.org>
> From: Bryan Poulton <Bpoulton@sa15.org>
> Date: 08/27/2015 08:26PM
> Cc: "rwood@wpb.org" <rwood@wpb.org>, Cindy Ekberg <Cekberg@sa15.org>
> Subject: CI - issue Monday
>
> Not sure if I sent you an email. I need to discuss one of your CI's with
> you. I have an in camera on him Monday. Could you make that Monday at 11:00?
>
> Thanks
> Bryan
>
>
> Please note: Florida has a very broad public records law. Most written
> communications to or from state officials regarding state business are public
> records available to the public and media upon request. Your e-mail
> communications may therefore be subject to public disclosure.
>
```

We reached out to Cohen and Mayor **Jeri Muoio** several times over the weekend to ask what gives, but we have yet to hear from either.

## Leave a Comment

comments

•

- 
- [2](#)
- [1](#)
- [6](#)

## Anthony Bennett

---

**From:** Alicia Alleyne [alicia@rma.us.com]  
**Sent:** Monday, March 07, 2016 1:09 PM  
**To:** Kim Briesemeister; Anthony Bennett  
**Subject:** RE: Requested Documentation  
**Attachments:** CohenPublicity\_2013.signed.pdf; EC docs.pdf

Hello Mr. Bennett, please see the requested items attached. We are requesting cancelled checks from the bank.

Regards



**Alicia Alleyne**  
Director of Administration

2302 East Atlantic Boulevard  
Pompano Beach, FL 33062  
o: 954-695-0754 c: 786-247-2762  
e: [alicia@rma.us.com](mailto:alicia@rma.us.com)  
w: [rma.us.com](http://rma.us.com)

---

**From:** Kim Briesemeister  
**Sent:** Thursday, March 3, 2016 1:44 PM  
**To:** Anthony Bennett  
**Cc:** Alicia Alleyne  
**Subject:** RE: Requested Documentation

Mr. Bennett,  
My apologies for the delay, I did not write your e mail address down correctly and we tried to call you to verify. Thank you for the follow up email since we now have the information below. We will be glad to forward you the information you have requested.

Alicia please see below and scan/prepare the information as requested. Thank you.

Kim



**Kim Briesemeister**  
Principal

2302 East Atlantic Boulevard  
Pompano Beach, FL 33062  
o: 954-695-0754 c: 954-829-3508  
e: [kim@rma.us.com](mailto:kim@rma.us.com)

**From:** Anthony Bennett [<mailto:ABennett@pbcgov.org>]  
**Sent:** Monday, February 29, 2016 8:36 AM  
**To:** Kim Briesemeister <[kim@rma.us.com](mailto:kim@rma.us.com)>  
**Subject:** Requested Documentation

Good Morning Ms. Briesmeister,

I am contacting you to see if you have been able to look into my request for the all monies for services that were paid to Cohen Publicity and/or Elliot Cohen between the years of 2013 through 2015. This would include all services provided under contract and those provided based on verbal agreements. I am also requesting a copy(ies) of all contracts between RMA and Cohen Publicity and/or Elliot Cohen and physical copies of cashed checks over that same time frame. If you recall, this request was made verbally a week or so ago.

You can forward the documents either through scanned email, U.S. Mail or have them printed and I could come and pick them up. Let me know your preference. Look forward to hearing from you...

*Anthony C. Bennett*

Investigator

**Palm Beach County Commission on Ethics**

The Historic 1916 Palm Beach County Courthouse  
300 North Dixie Highway, Suite 450  
West Palm Beach, FL 33401

Ph 561-355-1956

Fx 561-355-1904

[www.palmbeachcountyethics.com](http://www.palmbeachcountyethics.com)



*"Honesty, Integrity, Character"*

NOTICE: Florida has a broad public records law. Most written communications to or from government officials or employees that involve official business are public records that will be disclosed to the public and media upon request. E-mail communications may be subject to public disclosure.

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



**Redevelopment Management Associates, LLC**  
**Payments to Cohen Publicity**

<u>Date</u>	<u>Check Number</u>	<u>Amount</u>
RMA Public Relations Services & Marketing		
Services		
02/11/13	1559	1,159.00
03/20/13	1597	1,000.00
04/08/13	1615	1,000.00
05/21/13	1677	1,000.00
06/13/13	1690	1,000.00
Total		<u>5,159.00</u>

Public Relations & Video Services related to Old		
Pompano Redevelopment		
05/20/14	2163	2,000.00
06/03/14	2169	1,000.00
08/27/14	2244	1,000.00
Total		<u>4,000.00</u>
Grand Total		<u><u>9,159.00</u></u>

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

1559

Cohen Publicity  
 Date Type Reference  
 2/10/2013 Bill 025

Original Amt.  
 1,159.00

Balance Due  
 1,159.00

2/11/2013  
 Discount  
 Check Amount

Payment  
 1,159.00  
 1,159.00

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

1597

Cohen Publicity  
 Date Type Reference  
 3/17/2013 Bill 027

Original Amt.  
 1,000.00

Balance Due  
 1,000.00

3/20/2013  
 Discount  
 Check Amount

Payment  
 1,000.00  
 1,000.00

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

1615

Cohen Publicity  
 Date Type Reference  
 4/8/2013 Bill 028

Original Amt.  
 1,000.00

Balance Due  
 1,000.00

4/8/2013  
 Discount  
 Check Amount

Payment  
 1,000.00  
 1,000.00

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

1677

Cohen Publicity  
 Date Type Reference  
 5/15/2013 Bill 029

Original Amt.  
 1,000.00

Balance Due  
 1,000.00

5/21/2013  
 Discount  
 Check Amount

Payment  
 1,000.00  
 1,000.00

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

1690

Cohen Publicity  
 Date Type Reference  
 6/10/2013 Bill 030

Original Amt.  
 1,000.00

Balance Due  
 1,000.00

6/13/2013  
 Discount  
 Check Amount

Payment  
 1,000.00  
 1,000.00

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

2163

Elliot Cohen

PR for April and May

05/20/2014

2,000.00

## REDEVELOPMENT MANAGEMENT ASSOCIATES LLC

2169

Cohen Publicity  
 Date Type Reference  
 06/03/2014 Bill

Original Amt.  
 1,000.00

Balance Due  
 1,000.00

06/03/2014  
 Discount  
 Check Amount

Payment  
 1,000.00  
 1,000.00

June 2014



## Online Banking

## Business Fundamentals Chk - 2257: Account Activity Transaction Details


Check number: 00000002244

Post date: 11/03/2014

Amount: -1,000.00

Type: Check

Description: Check

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC 3109 S. ATLANTIC BLVD., STE. B POMPANO BEACH, FL 33062		Bank of America ACH R/T 08110277	2244 11-03-14 11-03-14
PAY TO THE ORDER OF: Cohen Publicity		\$	**1,000.00
One Thousand and 00/100*****			DOLLARS
Cohen Publicity 12288 Riverfalls Court Boca Raton, FL 33428			
MEMO August 2014		MICROFILMED SIGNATURE	
⑈002244⑈ ⑈063000047⑈ 898023592257⑈			

### COE Sworn Interview Form

This is Anthony C. Bennett, Investigator with the Palm Beach County Commission on Ethics

This will be an interview with Jon Ward

Conducted in reference to COE case # C15-021

Today's date is January 7, 2016

The time by my watch is 11:00 am

The location of this interview is: 401 Clematis Street  
West Palm Beach, FL 33401

**Please state:**

- ☒ Your Full Name -
- ☒ Your Occupation/ Title, and the Public Entity you serve
- ☒ Your Work Address
- ☒ Your Work Phone Number
- ☒ An Email Address that you wish to use for COE contact

---

### Oath

Please raise your right hand:

***Do you swear or affirm that during this interview you will tell the truth, the whole truth and nothing but the truth?***

- 
- ☒ • Do you understand that you are under oath?
  - ☒ • Do you agree that this interview is being conducted voluntarily, and that no threats or promises have been made to compel you to talk with me today?
  - ☒ • Do you understand that this conversation is being audio recorded?

## Anthony Bennett

---

**Subject:** C15-021 - Interview  
**Start:** Thu 1/7/2016 11:00 AM  
**End:** Thu 1/7/2016 12:00 PM  
**Recurrence:** (none)  
**Organizer:** Anthony Bennett

Jon Ward Interview WPB CRA

West Palm Beach City Center – 2<sup>nd</sup> Floor  
Clematis Street  
West Palm Beach, FL



### COE Sworn Interview Form

This is Anthony Bennett, Investigator with the Palm Beach County Commission on Ethics

This will be an interview with ELLIOT COHEN

Conducted in reference to COE case # C15-021

Today's date is JANUARY 26, 2016

The time by my watch is 2:15 pm

The location of this interview is: 401 Clematis Street  
West Palm Beach, FL 33401

**Please state:**

- ☒ Your Full Name
- ☒ Your Occupation/ Title, and the Public Entity you serve
- ☒ Your Work Address
- ☒ Your Work Phone Number
- ☒ An Email Address that you wish to use for COE contact

---

### Oath

Please raise your right hand:

***Do you swear or affirm that during this interview you will tell the truth,  
the whole truth and nothing but the truth?***

- 
- ☒ • Do you understand that you are under oath?
  - ☒ • Do you agree that this interview is being conducted voluntarily, and that no threats or promises have been made to compel you to talk with me today?
  - Do you understand that this conversation is being audio recorded?

## **Anthony Bennett**

---

**Subject:** Interview - C15-021  
**Location:** 401 Clematis Street, WPB  
  
**Start:** Tue 1/26/2016 2:00 PM  
**End:** Tue 1/26/2016 3:00 PM  
  
**Recurrence:** (none)  
  
**Organizer:** Anthony Bennett

E. Cohen – Interview (C15-021



THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of the 1 day of December, 2012 by and between Redevelopment Management Associates, LLC (RMA) (the Client) located at 3109 E. Atlantic Blvd, Pompano Beach, Florida 33062, and "Cohen Publicity" (the Independent Contractor) located at 12286 Riverfalls Court, Boca Raton, Florida 33428.

#### **SECTION 1: ENGAGEMENT**

The Client hereby engages the Independent Contractor to render the services as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

#### **SECTION 2: INDEPENDENT CONTRACTOR-CLIENT RELATIONSHIP**


The parties intend that an independent contractor-client relationship will be created by this contract. Client is interested only in the results to be achieved. Independent Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Independent Contractor are not entitled to any of the benefits that Client provides for Client's employees. It is understood that Client does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract with other clients while under contract with Client.

#### **SECTION 3: COMPENSATION**

In full consideration for the performance of the Services hereunder and explicitly detailed in the attached Exhibit A, the Client shall pay the Independent Contractor on a monthly retainer basis at the agreed upon rate of \$1,000/month. The abovementioned retainer will serve as compensation for the services as defined in Exhibit A. Payments shall be preceded by an invoice from the Independent Contractor which Client shall then pay in the ordinary course. The Client will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services and these reimbursements will be in addition to the agreed upon retainer. These expenses can include but are not limited to the hire of third party vendors to perform required services. Any payments due to third parties will be paid either directly by the Client to the third party, or will be paid to the third party by Independent Contractor only after Independent Contractor receives payment from the Client. Air travel shall be at coach fares and lodging shall be at moderately priced hotels, taking advantage of available corporate discounts.

#### **SECTION 4: PROPRIETARY RIGHTS**

The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Client as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Client is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials. Generic information communicated to the Client in the course of this Agreement either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms above. Notwithstanding the foregoing, the Client acknowledges that the

  
Client Initials

  
Independent contractor initials

Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's past experience in the industry and in providing similar services and or Materials to others and they expect to continue such work in the future. Upon removal of any text, markings, logos, or other items that would identify Client, Independent Contractor is permitted to repurpose Materials created by Independent Contractor under this Agreement for future use, provided the identity of the Client is not revealed. The Independent Contractor shall, without the prior written consent of the Client, be permitted to use the Client's name, logo and other identifying items in advertising or promotional literature or material. Independent Contractor is not responsible for retaining any Materials beyond the termination of this Agreement. Unless specified in Exhibit A, Client is not entitled to copies or originals of any raw video created as part of the Agreement, and Independent Contractor is not responsible for retaining any raw and/or edited video beyond the termination of the Agreement.

#### **SECTION 5: CONFIDENTIALITY**


Each party agrees that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other party, including, but not limited to, product and business plans, software, technical processes and formulas, source codes, product designs, sales, costs and other unpublished financial information, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Confidential Information need not be marked as confidential at the time of disclosure to receive "Confidential Information" protection as required herein, rather all information disclosed that, given the nature of the information or the circumstances surrounding its disclosure reasonably should be considered as confidential, shall receive "Confidential Information" protection.

#### **SECTION 6: WARRANTIES AND INDEMNIFICATION**

Independent Contractor will, whenever possible, apprise Client before issuing any statement, press release, white paper or other written document for public consumption so that Client is, whenever possible, aware of all claims, statements or presentations made by Independent Contractor on Client's behalf. Client will indemnify and hold harmless Independent Contractor, its officers, directors, employees, sub licensees, customers and agents from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from statements, presentations, claims, publication of documents in any medium and other actions that Independent Contractor undertakes on Client's behalf to satisfy the terms and intent of this Agreement. Client is responsible for ensuring all actions undertaken and all materials created as part of this agreement are in accordance with any applicable laws, rules, or regulations. Independent Contractor is not responsible to any breach of applicable laws, rules, or regulations as a result of actions and/or materials covered by this agreement. Client acknowledges that Independent Contractor cannot guarantee media coverage or exposure, as campaigns, crisis communications, media relations, marketing and other similar efforts involving third parties are based on subjective factors that cannot be controlled. Independent Contractor's right to compensation is not based upon results.

Client warrants there exists no business, contractual or personal relationship between Client and the municipal government of the City of West Palm Beach, Florida nor between Client and any of the elected officials of the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client further warrants Client is not performing services for the City of West Palm Beach, Florida directly or indirectly that have not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A, nor does Client have a financial or other personal interest involving the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client understands that any relationship between Independent Contractor and Client is independent of any relationship between Client and the City of West Palm Beach, Florida and Client acknowledges it does not anticipate any unusual or preferential treatment by the City of West Palm Beach, Florida, its staff or elected officials as a result of entering into a relationship with Independent Contractor. Any relationships and/or interests that arise after the execution of this agreement must be immediately disclosed in writing to Independent Contractor. Independent Contractor retains the right to immediately terminate this agreement as a result of such disclosure.

#### **SECTION 7: TERM AND TERMINATION**

  
Client initials

  
Independent contractor initials

available for teleconference calls during nights and weekends on an as-needed basis dependent upon the needs of the situation. Reasonable still photography and video shooting or production are available to the Client. Extensive video production work may not be included under this agreement. Services do not include the regular, repeated production of publications, newsletters, flyers, blog entries, social media postings, or similar material. Independent Contractor will provide reasonable preparation and/or distribution of any original client documents, any reasonable communications between Independent Contractor and Client, or on behalf of Client (telephone calls, consultations, email communication, etc). Crisis communications services as required by Client excluding serving as an on-the-record spokesman.

**Strategic communication plan.** Develop a strategic communications plan with issues management, public relations and external affairs tactics that are aligned with the company's business growth plan. The plan will identify target audiences and methods to reach them along with a timeline for implementation (External Affairs component).

**Media-driven Special Events.** Work with the company to create and execute relevant special events that boost the company's profile among key audiences, and to create positive perceptions among broader constituencies.

**News releases.** Draft and disseminate news releases to mainstream and specialty media publications, as well as electronic media and Web sites to accomplish a variety of tasks, including special event coverage, brand rollout, etc.


**Editorial support.** Coordinate active outreach to major daily newspaper editorial boards, including the drafting and placing of "authored/bylined" Guest Columns/Op-Eds on relevant issues and trends.


**Identify media in targeted corporate markets.** Identify targeted media as well as other appropriate communications vehicles, including industry columnists and Internet blogs, for the company in pre-designated areas of potential benefit to the company as a whole, and in support of specific elements of a marketing/public relations plan.

**Strategic counsel.** Provide strategic counsel for the firm on opportunities and crises and will coach leaders/associates within the firm on how to effectively deal with the media.

**Media kit.** Develop materials and refine a package to distribute to the media (and other appropriate internal and external audiences) with information about RMA, including a backgrounder on the company; executive and/or leadership biographies; services and capability descriptions; FAQ's, etc.

**Monitor breaking news.** Monitor news and trends related to RMA-it's areas of expertise and offer appropriate company representatives as experts for commentary.

 **CITY OF WEST PALM BEACH:** Client acknowledges a pre-existing personal and financial relationship with the City of West Palm Beach. RMA, its principles and/or representatives serve as the leadership for the City of West Palm Beach Community Redevelopment Agency. RMA has a longterm relationship with the elected leadership of the City of West Palm Beach.

 Client initials

 Independent contractor initials



The term of this Agreement shall commence on the date hereof. Either party may terminate this contract on 30 days' written notice; otherwise, the contract shall remain in force. In case of termination, Independent Contractor shall make a reasonable attempt to finish work in progress. Upon termination by either party, Independent Contractor shall provide to Client any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Client provided to the Independent Contractor in connection with this Agreement. In the event of termination, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid.

#### **SECTION 8: GENERAL TERMS**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Boca Raton, Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By:  Date: 1/9/13 

Title: President

By:  Date: 01/05/13   
for RMA


Title: Principal

#### **EXHIBIT 'A'**

The following describes the Services to be performed, any Materials that are to be delivered, and the schedule for delivery (if applicable):

Independent Contractor will provide public relations & marketing guidance and support in accordance with a mutually agreed upon marketing plan. Independent Contractor will coordinate all advertising and marketing efforts as detailed in a mutually agreed upon marketing plan. Independent Contractor agrees to be available upon reasonable notice for teleconference calls during regular business hours. Independent Contractor further agrees to be

 Client initials

 Independent contractor initials



# Palm Beach County Commission on Ethics

## Commissioners

Manuel Farach, *Chair*  
Robin N. Fiore, *Vice Chair*  
Edward Rodgers  
Ronald E. Harbison  
Dantel T. Galo

## Executive Director

Alan S. Johnson

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June 8, 2012

John Szerdi  
LDG Florida Architects, Inc  
120 North Federal Highway, Suite 211  
Lake Worth, FL 33460

Re: RQO 12-035  
Conflict of Interest/Prohibited Contracts

Dear Mr. Szerdi,

The Palm Beach County Commission on Ethics (COE) considered your request for an advisory opinion, and rendered its opinion at a public meeting held on June 7, 2012.

YOU ASKED in your submission dated April 24, 2012, whether as a filed candidate running for the Office of Commissioner for the City of Lake Worth (the City), you may participate in a Request For Qualifications (RFQ) and ultimately enter into a contract with the City. You also asked whether you would have a conflict if elected, should the contract be ongoing.

IN SUM, as a candidate for City Commission, you are not considered an official as defined by the Palm Beach County Code of Ethics (the Code). However, if you are elected, you may not enter into a contractual relationship with the City. If you assume office, an existing contract may continue until completed provided there are no changes, alterations or renewals.

THE FACTS as we understand them are as follows:

You are a local businessman and architect in the City. You are also a candidate for City Commission, District 4, and qualified with the City Clerk on December 7, 2011 for the upcoming November, 2012 election.

As a local architect, you have been asked to team up with some firms to respond to a Request for Qualifications (RFQ) from the City for a City project. The RFQ is related to a City public services complex design/build project. You would be part of a team of contractors, engineers and architects hired to produce the design and construction of the project. As an architect, you are not a sole source provider of these services to the City. The RFQ is not a bid, but a submittal of qualifications that indicate the design team has the experience and knowledge to accomplish the project. The City will then go through a short-listing process and pick certain design teams to make presentations to the selection committee. The selected design team will go through contract negotiations and, if successful, will be awarded the project. Otherwise, the City will begin negotiations with the second place design team. You anticipate that the selection process will be completed within the next 60 days and that once awarded, there will

be no modifications, changes or renewals to the contract which will have been entered into prior to your assuming office.

THE LEGAL BASIS for this opinion is found in the following relevant sections of the revised Palm Beach County Commission on Ethics Ordinance and Code of Ethics, which took effect on June 1, 2011:

Section 2-443(d) states as follows:

***Contractual relationships.*** No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to § 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable.

An official of the City may not enter into a contract or other transaction for goods or services with the City. There are several exceptions to this prohibition, including an award made under a system of sealed, competitive bidding to the lowest bidder, provided certain safeguards are followed.<sup>1</sup> The RFQ that you are considering is not a sealed competitive low bid process. There is also an exception for sole source providers of goods and services within the City.<sup>2</sup> You do not qualify for these exceptions.

However, as a candidate, you are not an official as defined by the Code as you are not *a member of a local municipal governing body*.<sup>3</sup> The COE has issued a number of opinions regarding its jurisdiction over public officials and employees. For example, a vendor of the County may enter into multiple contractual relationships with the County notwithstanding the fact that the vendor serves as a director of a non-profit organization that receives funding from the County.<sup>4</sup> Regarding former public officials and employees, the Code definition of official and employee applies to his or her current status. Therefore, a former employee of the County is not subject to the contractual relationship prohibition.<sup>5</sup> Accordingly, if you are elected to the District 4 Commission seat and assume the office, you will then be subject to the Code and subject to the contractual relationship prohibitions.

Applying the Code to candidates for office, in regard to an already existing contract, the Code does not apply retroactively.<sup>6</sup> However, while an existing contract may continue, any changes, revisions, alterations or renewals, occurring after jurisdiction is effective, are subject to the contractual relationships prohibition of the Code. Therefore, if you were to have an existing contract for goods or services with the City upon taking office, any subsequent change would subject the entire transaction to the Code, and the contract would be prohibited unless a valid exception applies. In addition, once you take office, any issues coming before the City Commission involving the contract or the project, even if they do not involve contract changes, may constitute a conflict of interest and you would be prohibited from participating or voting. At all times, as a City official, you are prohibited from using your official

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<sup>1</sup> §2-443(e)(1)

<sup>2</sup> §2-443(e)(3)

<sup>3</sup> §2-442 Definitions. Official or employee

<sup>4</sup> RQO 11-020, also, see RQO 11-043

<sup>5</sup> RQO 11-014

<sup>6</sup> RQO 12-001 (a public employee's outside business is not prohibited from fulfilling the terms of its licensing agreement with the municipality entered into prior to the effective date of the Code)

position to specially financially benefit yourself, your outside business or employer or a customer or client of your outside business or employer as defined by the Code.<sup>7</sup> The COE cannot speculate as to specific facts and circumstances that may or may not violate these provisions unless and until they are presented for an advisory opinion.

Although the COE cannot opine as to state law, you need to be aware that the Florida Code of Ethics prohibition on doing business with one's agency extends to contracts entered into after *qualification for elective office*.<sup>8</sup> While this section would appear to disallow entering into a contract between qualification for elective office and assuming elected office, the State of Florida Commission on Ethics has opined that notwithstanding the language of §112.313(3)(b), state prohibitions do not apply until a public officer actually holds the office.<sup>9</sup>

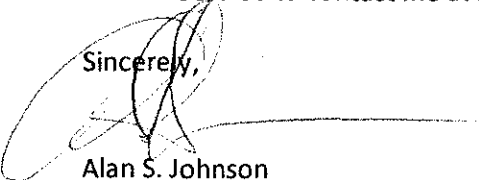
IN SUMMARY, the Palm Beach County Code of Ethics does not apply retroactively to actions that have taken place before a person becomes subject to its jurisdiction. In your case, the term official applies to current status as a member of a governing body. Therefore, entering into a contract for goods or services with the City prior to becoming an official for the City would not violate the *contractual relationships* provision of the Palm Beach County Code of Ethics. However, upon taking office, any change, revision, alteration or renewal would alter the status of the contract or transaction and may violate the prohibition against contracting with one's government.

Notwithstanding, the COE encourages you to submit your question to the State of Florida Commission on Ethics regarding the application of the state prohibition to qualified candidates for elective office.

This opinion construes the Palm Beach County Code of Ethics Ordinance and is based upon the facts and circumstances that you have submitted. It is not applicable to any conflict under state law, including possible conflicts under §112.313(3)(b), Florida Statutes. Inquiries regarding possible conflicts under state law should be directed to the State of Florida Commission on Ethics.

Please feel free to contact me at 561-233-0724 if I can be of any further assistance in this matter.

Sincerely,



Alan S. Johnson  
Executive Director

AJS/gal

<sup>7</sup> §2-443(a) misuse of public office or employment, §2-442 Definitions. Customer or client

<sup>8</sup> §112.313(3)(b),

<sup>9</sup> COE 95-013, June 1, 1995 ("...we have not had occasion previously to render an advisory opinion as to whether Section 112.316 operates to negate a conflict under Section 112.313(3) in those apparently rare situations in which a contract between a governmental entity and a business is entered into prior to a public officer's assuming public office but after qualification for that office...The Mayor could not have "acted in his official capacity" to enter into the contract because during the brief window of time during which the contract was entered into he was not yet a public officer and thus possessed no official capacity in which to act...The prohibitions of Section 112.313(3) only apply to one who actually holds office, not to one who has merely qualified for office.")

**Subject:** Work suspension

**From:** [elliott@cohenpublicity.com](mailto:elliott@cohenpublicity.com)

**Date:** Fri, Jun 21, 2013 3:37 pm

**To:** "Kim Briesemeister" <[kim@rma.us.com](mailto:kim@rma.us.com)>

Kim,

As you know, I've been doing some occasional press release writing for you.

In anticipation of the start of the public process next week to discuss the future of the City of West Palm Beach CRA, I think it is best to hold off on that kind of work until the city completes its process of possibly selecting a firm to run the CRA.

As you know, I have no role in making any decisions, nor do I have any control in any selection process. I am not paid by the CRA, and I am not involved in the awarding of any contracts, nor in the drafting of any RFQ. I don't have any role in deciding the future of the CRA.

However, until the process is over, it's probably best to put it on hold.

Thanks.

Elliot



**Subject:** Termination of our contract

**From:** [elliott@cohenpublicity.com](mailto:elliott@cohenpublicity.com)

**Date:** Thu, Sep 04, 2014 4:33 pm

**To:** "Kim Briesemeister" <[kim@rma.us.com](mailto:kim@rma.us.com)>

**Attach:** [sigimg1](#)

Kim,

After much consideration, I would like to propose we terminate the current arrangement we have for PR.

As we've discussed previously, it has been a challenge getting RMA staff to be as responsive as needed in order to fulfill the commitments I've made to you.

Even after last week's meeting, there still hasn't been as timely a flow of information as needed to keep to the my planning. It was last Wednesday that I sent a draft press release for approval. Sharon, at the Thursday meeting said she wanted press releases to be reviewed by Alicia and Melissa before being sent out. It is now a week later, and I am only now today getting a response from Melissa.

Almost two weeks ago, I asked for information on the FFEA awards that RMA won. I reminded staff at least four times to send me the information, and I still have not received it.

Also last week, I was asked to put together two videos for the upcoming FRA conference. The videos would be on a relatively short time frame, and I said that I would need information on the videos as soon as possible to begin working on them.

It is now a week later, and I haven't received any information. I sent an email to Sharon yesterday, but have not gotten a response. At this point we have lost an entire week.

This puts me in a position where I am unable to plan my work schedule, and inevitably will end up having to rush at the last minute to get the projects done. This isn't how I prefer to work.

Unfortunately, due to commitments to WPB and other clients I can't spend the time chasing after the information, and as a result I am unable to stick to a viable timetable for getting material out the door.

I know you are in the process of working on new procedures, and I know some of this may be due to growing pains.

I would propose that we terminate the current arrangement of a monthly retainer, and instead work on a case-by-case basis.

I will send you an a la carte style list of services and costs. If you have something you would like me to do for you, you can call me.

It would be on a project-to-project (or press release to press release) basis, and I will be able to decide each time if there is adequate time to accomplish the task.

Please don't take this as a sign I don't want to work together. It is simply the result of too many times when, because of the retainer agreement, I am put in an awkward position of feeling obligated to complete tasks that are delayed because of a slow flow of needed information.

I will follow up with the list of services sometime next week.

Call me any time if you want to talk. I am out of town at a conference this week, but can return your

call at the ends of the days

Elliot Cohen  
cohenpublicity

PR / Video Production / Crisis Management / Marketing

[www.cohenpublicity.com](http://www.cohenpublicity.com)

561-676-4949

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THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of the 1 day of December, 2012 by and between Redevelopment Management Associates, LLC (RMA) (the Client) located at 3109 E. Atlantic Blvd, Pompano Beach, Florida 33062, and "Cohen Publicity" (the Independent Contractor) located at 12286 Riverfalls Court, Boca Raton, Florida 33428.

#### **SECTION 1: ENGAGEMENT**

The Client hereby engages the Independent Contractor to render the services as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

#### **SECTION 2: INDEPENDENT CONTRACTOR-CLIENT RELATIONSHIP**


The parties intend that an independent contractor-client relationship will be created by this contract. Client is interested only in the results to be achieved. Independent Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Independent Contractor are not entitled to any of the benefits that Client provides for Client's employees. It is understood that Client does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract with other clients while under contract with Client.

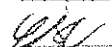
#### **SECTION 3: COMPENSATION**

In full consideration for the performance of the Services hereunder and explicitly detailed in the attached Exhibit A, the Client shall pay the Independent Contractor on a monthly retainer basis at the agreed upon rate of \$1,000/month. The abovementioned retainer will serve as compensation for the services as defined in Exhibit A. Payments shall be preceded by an invoice from the Independent Contractor which Client shall then pay in the ordinary course. The Client will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services and these reimbursements will be in addition to the agreed upon retainer. These expenses can include but are not limited to the hire of third party vendors to perform required services. Any payments due to third parties will be paid either directly by the Client to the third party, or will be paid to the third party by Independent Contractor only after Independent Contractor receives payment from the Client. Air travel shall be at coach fares and lodging shall be at moderately priced hotels, taking advantage of available corporate discounts.

#### **SECTION 4: PROPRIETARY RIGHTS**

The Independent Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the Client as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Client is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials. Generic information communicated to the Client in the course of this Agreement either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms above. Notwithstanding the foregoing, the Client acknowledges that the

  
Client Initials

  
Independent contractor initials

Independent Contractor's ability to carry out the work required is heavily dependent upon the Independent Contractor's past experience in the industry and in providing similar services and or Materials to others and they expect to continue such work in the future. Upon removal of any text, markings, logos, or other items that would identify Client, Independent Contractor is permitted to repurpose Materials created by Independent Contractor under this Agreement for future use, provided the identity of the Client is not revealed. The Independent Contractor shall, without the prior written consent of the Client, be permitted to use the Client's name, logo and other identifying items in advertising or promotional literature or material. Independent Contractor is not responsible for retaining any Materials beyond the termination of this Agreement. Unless specified in Exhibit A, Client is not entitled to copies or originals of any raw video created as part of the Agreement, and Independent Contractor is not responsible for retaining any raw and/or edited video beyond the termination of the Agreement.

#### **SECTION 5: CONFIDENTIALITY**


Each party agrees that during the course of this Agreement, information that is confidential or of a proprietary nature may be disclosed to the other party, including, but not limited to, product and business plans, software, technical processes and formulas, source codes, product designs, sales, costs and other unpublished financial information, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Confidential Information need not be marked as confidential at the time of disclosure to receive "Confidential Information" protection as required herein, rather all information disclosed that, given the nature of the information or the circumstances surrounding its disclosure reasonably should be considered as confidential, shall receive "Confidential Information" protection.


#### **SECTION 6: WARRANTIES AND INDEMNIFICATION**

Independent Contractor will, whenever possible, apprise Client before issuing any statement, press release, white paper or other written document for public consumption so that Client is, whenever possible, aware of all claims, statements or presentations made by Independent Contractor on Client's behalf. Client will indemnify and hold harmless Independent Contractor, its officers, directors, employees, sub licensees, customers and agents from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from statements, presentations, claims, publication of documents in any medium and other actions that Independent Contractor undertakes on Client's behalf to satisfy the terms and intent of this Agreement. Client is responsible for ensuring all actions undertaken and all materials created as part of this agreement are in accordance with any applicable laws, rules, or regulations. Independent Contractor is not responsible to any breach of applicable laws, rules, or regulations as a result of actions and/or materials covered by this agreement. Client acknowledges that Independent Contractor cannot guarantee media coverage or exposure, as campaigns, crisis communications, media relations, marketing and other similar efforts involving third parties are based on subjective factors that cannot be controlled. Independent Contractor's right to compensation is not based upon results.

Client warrants there exists no business, contractual or personal relationship between Client and the municipal government of the City of West Palm Beach, Florida nor between Client and any of the elected officials of the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client further warrants Client is not performing services for the City of West Palm Beach, Florida directly or indirectly that have not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A, nor does Client have a financial or other personal interest involving the City of West Palm Beach, Florida that has not been disclosed prior to execution of this agreement, and detailed in the attached Exhibit A. Client understands that any relationship between Independent Contractor and Client is independent of any relationship between Client and the City of West Palm Beach, Florida and Client acknowledges it does not anticipate any unusual or preferential treatment by the City of West Palm Beach, Florida, its staff or elected officials as a result of entering into a relationship with Independent Contractor. Any relationships and/or interests that arise after the execution of this agreement must be immediately disclosed in writing to Independent Contractor. Independent Contractor retains the right to immediately terminate this agreement as a result of such disclosure.

#### **SECTION 7: TERM AND TERMINATION**

  
Client initials

  
Independent contractor initials

The term of this Agreement shall commence on the date hereof. Either party may terminate this contract on 30 days' written notice; otherwise, the contract shall remain in force. In case of termination, Independent Contractor shall make a reasonable attempt to finish work in progress. Upon termination by either party, Independent Contractor shall provide to Client any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Client provided to the Independent Contractor in connection with this Agreement. In the event of termination, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid.

#### **SECTION 8: GENERAL TERMS**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, and the state and federal courts located in Boca Raton, Florida shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By: [Signature] Date: 1/9/13

Title: Principal

By: [Signature] Date: 01/05/13  
for RMA

Title: Principal

#### **EXHIBIT 'A'**

The following describes the Services to be performed, any Materials that are to be delivered, and the schedule for delivery (if applicable):

Independent Contractor will provide public relations & marketing guidance and support in accordance with a mutually agreed upon marketing plan. Independent Contractor will coordinate all advertising and marketing efforts as detailed in a mutually agreed upon marketing plan. Independent Contractor agrees to be available upon reasonable notice for teleconference calls during regular business hours. Independent Contractor further agrees to be

[Signature]  
Client initials

[Signature]  
Independent contractor initials



available for teleconference calls during nights and weekends on an as-needed basis dependent upon the needs of the situation. Reasonable still photography and video shooting or production are available to the Client. Extensive video production work may not be included under this agreement. Services do not include the regular, repeated production of publications, newsletters, flyers, blog entries, social media postings, or similar material. Independent Contractor will provide reasonable preparation and/or distribution of any original client documents, any reasonable communications between Independent Contractor and Client, or on behalf of Client (telephone calls, consultations, email communication, etc). Crisis communications services as required by Client excluding serving as an on-the-record spokesman.

**Strategic communication plan.** Develop a strategic communications plan with issues management, public relations and external affairs tactics that are aligned with the company's business growth plan. The plan will identify target audiences and methods to reach them along with a timeline for implementation (External Affairs component).

**Media-driven Special Events.** Work with the company to create and execute relevant special events that boost the company's profile among key audiences, and to create positive perceptions among broader constituencies.

**News releases.** Draft and disseminate news releases to mainstream and specialty media publications, as well as electronic media and Web sites to accomplish a variety of tasks, including special event coverage, brand rollout, etc.

**Editorial support.** Coordinate active outreach to major daily newspaper editorial boards, including the drafting and placing of "authored/bylined" Guest Columns/Op-Eds on relevant issues and trends.

**Identify media in targeted corporate markets.** Identify targeted media as well as other appropriate communications vehicles, including industry columnists and Internet blogs, for the company in pre-designated areas of potential benefit to the company as a whole, and in support of specific elements of a marketing/public relations plan.


**Strategic counsel.** Provide strategic counsel for the firm on opportunities and crises and will coach leaders/associates within the firm on how to effectively deal with the media.

**Media kit.** Develop materials and refine a package to distribute to the media (and other appropriate internal and external audiences) with information about RMA, including a backgrounder on the company; executive and/or leadership biographies; services and capability descriptions; FAQ's, etc.

**Monitor breaking news.** Monitor news and trends related to RMA-it's areas of expertise and offer appropriate company representatives as experts for commentary.

**CITY OF WEST PALM BEACH:** Client acknowledges a pre-existing personal and financial relationship with the City of West Palm Beach. RMA, its principles and/or representatives serve as the leadership for the City of West Palm Beach Community Redevelopment Agency. RMA has a longterm relationship with the elected leadership of the City of West Palm Beach.

  
Client initials

  
Independent contractor initials