RESOLUTION NO. 2014-34

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A CONSULTING AGREEMENT WITH FLORIDA MUNICIPAL MARKETING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO REVIEW, REDEVELOP AND EXPAND A CORPORATE PARTNERSHIP PROGRAM AND MARKETING INITIATIVES FOR CITY RECREATIONAL AND EDUCATIONAL PROGRAMS, FACILITIES AND SPECIAL EVENTS, FOR ONE YEAR, IN AN AMOUNT OF $25,000.00, PAYABLE IN QUARTERLY INSTALLMENTS, PLUS COMMISSION ON NAMING RIGHTS AND SALES EXCEEDING $200,000, WITH THE OPTION TO RENEW FOR AN ADDITIONAL YEAR, IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, the managing member of Florida Municipal Marketing, LLC, Robert Walker, has extensive experience with the City of Hialeah's corporate sponsorship program; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 12-15 (Feb. 15, 2012), the City entered into annual agreement with Florida Municipal Marketing, LLC, which was renewed in 2013; and

WHEREAS, it is in the best interest of the City to enter into a new agreement with an expanded scope of service since Florida Municipal Marketing, LLC has been successful in increasing revenues to the City in a cost-effective and efficient manner, through commission incentives and contract services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into a Consulting Agreement with Florida Municipal Marketing, LLC, a Florida limited liability company, for one year, to review, redevelop and expand a corporate partnership program and marketing initiatives for City recreational and educational programs, facilities and special events, in an amount of $25,000.00 plus commission on naming rights and sales exceeding $200,000, with an option to renew for one additional year, in substantial form as attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 25 day of February, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 27 day of February, 2014.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

CITY OF HIALEAH
FLORIDA MUNICIPAL MARKETING, LLC

CONSULTING AGREEMENT

AGREEMENT PARTIES AND COMMUNICATIONS

This Consulting Agreement (hereinafter referred to as the "Agreement") is between the City of Hialeah, Florida (hereinafter referred to as the "City") and Florida Municipal Marketing, LLC, a professional management firm based in Vero Beach, Florida that specializes in consulting for governmental entities (hereinafter referred to as the "Consultant").

The City's representative for this Agreement, Director of the Education and Community Services Department or designee, is referred to herein as the "Director". All official written, telephone and fax communications between the Director and the Consultant shall be addressed and/or dialed as follows:

To Director or Designee	Marla Alpizar City of Hialeah Education and Community Services Department 7400 West 24 Avenue, 2nd floor Hialeah, FL 33016 Tel: (305) 818-9143 Fax: (305) 818-9841
To Consultant	Robert L. Walker, Member Manager Florida Municipal Marketing, LLC 3295 74th Lane Vero Beach, Florida 32967 Tel: (561) 602-1251

CONSULTING SERVICES

The Consultant shall have the right and responsibility to perform the consulting services described in the attached **Attachment A**. Any such service shall only be initiated and performed for the City following the Consultant's receipt from the City of an executed authorization form.

AUTHORIZATION FORMS

The City shall utilize **Attachment B** to authorize the Consultant to perform Consulting Services.

Exhibit "1"

EXCLUSIVITY OF AGENCY FOR ALL SERVICES CONTEMPLATED IN THIS AGREEMENT

The City appoints Consultant to act as its sole and exclusive agent for all services contemplated in this Agreement for the term of this Agreement. Consultant accepts such appointment and agrees to the best of his ability to perform the services contemplated in this Agreement. No other companies, entities or individuals, shall perform any of the services contemplated in this Agreement except through Consultant and with Consultant's knowledge and consent. Although the Consultant understands the services contemplated in this Agreement pertain specifically to the Parks and Recreation Department, the Consultant is available to work with other Departments of the City, if the City so desires. However, the specifics of the agreement agreed to by both parties will remain in effect.

Consultant will be entitled to compensation for all services contemplated in this Agreement during the term of this Agreement, whether performed by Consultant or by others.

The parties acknowledge that this provision is essential for Consultant's successful performance of the services contemplated in this Agreement and serves as an inducement for Consultant to enter into this Agreement.

INFORMATION, MEETINGS, SOCIAL FUNCTIONS AND EVENTS

The City shall provide the Consultant with the following:

a) Complete recreational facility listing to include location/site map, name, phone number and address of each existing and future project.

b) Sponsorship logs for Fiscal Year (2014-2015).

Logs should specify the following:

- Date of sponsorship or donation
- Amount or cash value of each sponsorship or donation
- Type of sponsorship (cash, commission, product or in-kind)
- Name of business, corporation or individual
- Designation of sponsorship or donation (specific event, program, facility)
- Any extenuating circumstances and/or contractual obligations associated FY (2011-2012).

Commission reports to specify:

- Name of business or vendor
- Date of commission report and period (dates) commissions paid for
- Commission rate and total commissions paid for the reporting period
- Fill orders (if applicable)

c) Logos (EPS and JPEG or PDF)

- City of Hialeah
- Parks and Recreation Department
- Education and Community Services Department
- Any additional logos deemed necessary or applicable to sponsorship procurement

d) Existing partnership/sponsorship and vending proposals and agreements (active & inactive) for past three fiscal years (FY 2009-2010, 2010-2011, 2011-2012).

e) Current Census report and complete demographical information.

f) Special event and educational/recreational programming information/attendance figures.

g) Marketing/collateral materials (brochures, fliers and calendars).

h) Archival photographs and video (events, facilities and programs).

i) User surveys/comment cards for special events & recreation programs.

j) Organizational charts for City and contracts associated with this Agreement.

k) Complete list of all businesses and corporations within the City limits or jurisdiction (occupational license holders).

l) List of Top 25/largest employers businesses in the City of Hialeah and Miami-Dade County.

m) List of largest contracts procured by the City from 2007 – 2012 for goods and services to include, but not limited to, automotive, wireless communication, computers/electronics, signage and graphic design.

n) Public utilities franchise agreements (Cable TV, Telephone, Sanitation, Outdoor Media, etc).

o) Postage, letterhead, envelopes and office supplies as it relates to services provided specifically on behalf of the City.

p) Services (clerical, photographic, graphic design, signage, printing/duplication and legal) as it relates to Consultant services performed on behalf of the City. If the City cannot provide these services, the Consultant will do so with the understanding that the Consultant will be reimbursed for expenses. All services covered by Consultant will be pre-approved by the City.

q) Rental and/or purchase of services and/or products required to fulfill sponsorship agreement obligation to include, but not limited to, tents, tables and chairs. All rentals/purchases will be pre-approved by the City prior to the Consultant making a commitment to the Sponsor.

r) Support of City staff to carry out mission of services to include, but not limited to, installing signage, dissemination of fliers/publicity at City facilities, coordinating details of marketing samplings, displays, games and activities. City staff shall assist the compilation of all sponsorship/partnership recaps.

s) Work space to include the use of a computer, copier, scanner and fax to perform the obligated services outlined in the Agreement between the City and Consultant.

t) Any other data or documents deemed necessary to fulfill each individually authorized project. The City may invite the Consultant to attend meetings, social functions and/or special events regarding potential or official sponsors/corporate partners. The City shall provide the Consultant as much advance notice as possible. The Consultant shall attend on an "as available" basis.

SERVICES COMPENSATION

The amount of services compensation to be paid by the City to the Consultant for each executed authorization shall be as follows:

1. Consulting Services Authorizations

Both Parties to this Agreement shall mutually agree upon the Consulting Services to actually be performed. The compensation for the Consulting Services outlined in the attached Scope of Services shall be a flat rate of $25,000 payable in four equal quarterly payments of $6,250 per quarter. The City shall also pay the Consultant travel expenses in the amount of $500 per month.

Additionally, the Consultant will be compensated in the form of a sales commission (20 %) for the sales of agreed upon Naming Rights partnership programs and authorized advertising and marketing programs based upon receipt of proceeds from sales, payable at the end of each year.

Furthermore, the Consultant will be compensated in the form of a sales performance incentive for demonstrating "built capacity" in city staff. Performance incentive is to be based on the scale below for combined sponsorship sales above $200,000. The Consultant understands that the Commission for the sale of Naming Rights remains at 20 % and is excluded from performance incentive scale.

Combined sales of cash, media, product/in-kind sponsorships

Combined Sales (based on receipt of proceeds)	%	Commission Due
$ 0 - $199,999 (cash only)	0 %	$ 0
$200,000 - $299,999	1.0 %	$ 0 - $ 999
$300,000 - $399,999	1.5 %	$1,500 - $2,999
$400,000 - $499,999	2.0 %	$4,000 - $5,999
$500,000 and up	2.5 %	$7,525

2. Other Related Services Authorizations

The compensation for any other related public relations services shall be as agreed to in writing by both Parties to this Agreement. The Consultant shall use its best efforts to successfully fulfill any and all consulting services authorized by the City.

3. Consulting Fees Non-Refundable

All consulting fees contemplated in this Agreement are earned, non-refundable fees payable upon execution of this Agreement.

4. Approval of Sponsorship Agreement

The Consultant understands and agrees that the City has the right to refuse to accept a sponsor brought by the Consultant at the sole discretion of the City. If the City rejects a proposed sponsor for any reason, the Consultant understands and agrees that it shall receive no compensation for said sponsorship.

COMPENSATION TIMING, INVOICES AND PAYMENTS

The timing of the services compensation for each executed project authorization shall be on a quarterly basis. The Parties shall mutually agree upon the number of calendar quarters anticipated to be required for the completion of the authorized consulting services. The quarterly amount for each authorization shall equal the total compensation divided by the agreed upon number of quarters.

The consultant shall submit quarterly invoices to the City in accordance with the schedule approved on each executed authorization. The City shall pay the Consultant the full amount of each invoice within thirty (30) calendar days of the invoice date. The City shall make each payment payable to Florida Municipal Marketing, LLC and mail it for receipt by the due date.

AGREEMENT TERM

The Term of this Agreement shall be for a period of one (1) year commencing on February 6, 2014 and ending on February 5, 2015. Thereafter, the term may be extended for an additional one (1) year upon the written consent of both Parties. Consultant agrees that the City has the right to re-negotiate the Scope of Services to be included in the contract in future years.

Any amounts due and owing by the City to the Consultant prior to the termination shall survive the termination and continue to be due and owing until paid in full.

FEDERAL, STATE AND LOCAL LAWS COMPLIANCE

Both Parties shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

GENERAL CONDITIONS

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

OWNERSHIP OF DOCUMENTS

A. All documents developed by the Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the consulting services required by this Agreement and shall become the property of the City, without restriction or limitation on its use. The Consultant agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

B. Any information, writings, maps, contract documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

NONDELEGABLE

The Consultant shall have the right to contract another individual (s) or firm (s) as an Associate Consultant (s) to assist with the provision of any herein described services.

However, the obligations undertaken by the Consultant pursuant to this Agreement shall not be delegated or assigned to any other person or firm unless the City first consents in writing to the performance or assignment of such service or any part thereof by another person of firm. The Consultant shall closely direct and coordinate any such approved Associate (s) and be solely responsible for any compensation due to them.

AUDIT RIGHTS

The City shall have the right to audit the records of the Consultant relating to this Agreement for a period of up to one (1) year after final payment is made under this Agreement. Such an audit shall be conducted at such a time and in such manner so as to minimize disruption of the Consultant's normal business activities.

AGREEMENT AWARD

The Consultant warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting form the award of this Agreement.

AGREEMENT CONSTRUCTION

This Agreement shall be construed and enforced according to the laws of the State of Florida.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

CONFLICT OF INTERESTS

A. The Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal direct or indirect financial interests with the Consultant. The Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of the Consultant or its employees must be disclosed in writing to the City.

B. The Consultant is aware of the conflict of interest laws of the City of Hialeah (City of Hialeah Code Ch. 26, Art. I and II, Code of Miami-Dade County, Florida § 2-11.1 et seq. and the State of Florida, Chapter 112, Part III, Florida Statutes.

INDEPENDENT CONTRACTOR

The Consultant and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the City and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the City or any rights generally afforded classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

AGREEMENT CANCELLATION

The City retains the right to cancel this Agreement at any time prior to the completion of the services without penalty to the City. In that event, notice of cancellation of this Agreement shall be in writing to the Consultant, who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will the City pay the Consultant for an authorized project an amount in excess of the compensation provided by this Agreement. Notwithstanding the above, nothing herein shall be construed as a waiver by Consultant of its earned non-refundable engagement fee paid at the time of this executed Agreement.

It is hereby understood by and between the City and the Consultant that any payment made in accordance with this Section to the Consultant shall be made only if the Consultant is not in default under the terms of this Agreement. If the Consultant is in default, the City shall in no way be obligated and shall not pay to the Consultant any sum whatsoever.

NONDISCRIMINATION

The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability in connection with its performance under this Agreement.

Furthermore, the Consultant agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, nation origin, or disability, be excluded from the participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

DEFAULT PROVISION

In the event that the Consultant shall fail to comply with each and every term and condition of this Agreement, or fail to perform any of the terms and conditions contained herein, the City, at its sole option, upon written notice to the Consultant may cancel this Agreement, and all payments, advances, or other compensation paid to the Consultant by the City while the Consultant was in default of the provisions herein contained, shall be returned to the City.

ENTIRE AGREEMENT

This Agreement constitutes the sole and only Agreement of the Parties relating to the services described herein and sets the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

AGREEMENT AMENDMENT (S)

No Amendments (s) to this Agreement shall be binding on either party unless in writing and signed by both Parties.

CONSULTANT NOT PRECLUDED FROM OTHER EMPLOYMENT

Nothing in this Agreement shall be construed as to give to the City any rights to prohibit Consultant from contracting its services to any other private or governmental entity or to entitle City to control in an any manner the conducting of Consultant's business while performing this Agreement or otherwise.

(Signatures follow on the next page)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their respective proper officers duly authorized thereunto, on February ___, 2014.

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
Hialeah, Florida 33010

Attest:

Marbelys ~~Rubio~~ Fatjo — Date 2/27/14
Acting City Clerk

Authorized signature on behalf of the City

Carlos Hernandez — Date
Mayor

(SEAL)

Approved as to form and legal sufficiency:

William Grodnick
City Attorney

Florida Municipal Marketing, LLC
3295 74th Lane
Vero Beach, Florida 32967

Authorized signature on behalf of
Florida Municipal Marketing, LLC

By: _____

Robert L. Walker — Date
Member Manager

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ATTACHMENT "A"

CONSULTANT SCOPE OF SERVICES

The Consultant shall perform the following services located at the existing or future properties and facilities under the auspices or consideration of the City. These consulting services shall focus primarily on corporate partnership that include, but are not necessarily limited to, the following:

Scope of Services

1. **Sponsorships/Corporate Partnerships**

   a) Evaluate present practices and assist the development of:

   - Sponsorship/corporate partnership philosophical parameters
   - Sponsorship/corporate partnership policies and procedures

   b) Identify saleable assets and conduct the valuation of all sponsorship/corporate partnership opportunities to include Partners Program and Naming Rights.

   c) Develop sponsorship/corporate partnerships and Naming Rights strategic plan for:

   - Special events
   - Recreation programs
   - Education & Community Services Department/Libraries programs
   - Any other city department program, facility or event deemed necessary by the City

   d) Evaluate existing sponsorship proposals, agreements and sponsorship management for special events, programs and facilities.

   e) Supervise research and development for sponsorship/corporate partnership opportunities.

   f) Supervise the preparation of proposals, follow-up and management of sponsorships/corporate partnerships.

   g) Sponsorship sales, to include Naming Rights for pre-approved designated areas of City facilities. Sales to also include the Parks and Recreation Department/Education and Community Services Department's identified inventory of sponsorship assets.

   h) Supervise the management and fulfillment of sponsorships/corporate partnerships.

   i) Attend on-site meetings with sponsors/corporate partners and staff when necessary.

2. **Marketing**

   a) Evaluate the department's present marketing strategies and initiative.

   b) Analyze the department's marketing materials as it relates to sponsorship/corporate partnership plan and initiative. Marketing materials to include, but not be limited to, flyers,

brochures, calendars, PowerPoint presentations, e-newsletters, television programming, video archives, social media and web site.

c) Supervise and advise on implementation of marketing strategy for city-wide special events, facilities and programs, particularly as it relates to corporate sponsorship.

3. **Vending Contracts**

a) Complete negotiations of any pending vending contracts.

b) Lead in the development of vending partnership strategy and long term plan.

c) Merge corporate sponsorship and cross promotional opportunities into vending agreements.

d) Concessions operations consulting and development of "Official Products."

e) Assist preparation of RFPs and License Agreements.

f) Lead vending and sponsorship contract negotiations and train Sponsorship Coordinator in this area.

g) Advise on contract management.

h) Conduct market tours with vending and sponsorship partners and train Sponsorship Coordinator in this area.

4. **Fundraising**

a) Lead the research and development of available fundraising opportunities and train Sponsorship Coordinator in this area.

b) Lead the development of a strategic plan for fundraising programs and initiatives.

c) Lead the implementation of fundraising programs/initiatives.

d) Supervise and advise on the management of all fundraising programs and initiatives.

5. **Advertising**

a. Identify potential advertising opportunities for city facilities and promotional materials.

b. Develop general outline for advertising program for future considerations.

c. Create advertising program for road median sponsorships, light pole banners and/or Hialeah Transit System advertisements, to the extent authorized by the City.

6. Special Events

a) Assist special event planning particularly as it relates to corporate partnerships to include golf tournaments, Sponsorship Breakfast, etc.

b) Assist the planning, management and supervision of city-wide special events as it relates to corporate partnerships.

c) Conduct promotional tours of City for current and potential corporate partners.

7. Publicity and Media Relations

a) Review and advise on the preparation of Press Releases as it relates to sponsorship/corporate partnerships, special events and marketing.

b) Review and advise on the preparation of copy for newspaper columns, city website, scripts for Public Service Announcements (PSAs), etc. as it relates to sponsorship/corporate partnership, special events and marketing.

c) Review and advise on the preparation and submittal of award applications (FRPA, NRPA, etc.) as it relates to sponsorship/corporate partnership program and its partners.

8. Additional Services

General services shall include the following:

a) Visit each city recreational facility to become familiar with its location, staff, programs, and amenities to determine the saleable assets (tangible and intangible) of the properties.

b) Review the City's business listing and tour the City with department heads and/or designated personnel to plan, develop and implement sponsorship/corporate partnership strategy.

c) Work on-site with department head and/or designated personnel to formulate public relations philosophy, procedures, strategy and long-range plans and goals.

d) Staff training (sponsorship/corporate partnership/, special events, marketing, advertising and vending contracts)

e) Analyze the city's current funding sources and budget as it relates to the corporate partnership and marketing initiative.

f) Evaluate the department's revenues and expenditures as it relates to the corporate partnership and marketing initiative.

g) Review active and pending franchise agreements with local utilities for purpose of defining potential and/or existing community relations involvement stipulations.

h) "On-call" availability for problem solving and emergencies.

ATTACHMENT "B"

CONSULTING SERVICES AUTHORIZATION

ORGANIZATION NAME: CITY OF HIALEAH
(PARKS & RECREATION / EDUCATION & COMMUNITY SERVICES DEPT.)

CONSULTANT NAME: FLORIDA MUNICIPAL MARKETING, LLC

TYPE OF SERVICE: CONSULTING SERVICES (CORPORATE SPONSORSHIP)

The Consultant, (Florida Municipal Marketing, LLC), is authorized to provide the Consulting Services listed above for the City of Hialeah and shall submit compensation invoices for these services as outlined below.

Invoice Date	Payment Due Date		Payment Amount
February 15, 2014	March 15, 2014		$ 6,250
May 17, 2014	June 17, 2014		$ 6,250
August 16, 2014	September 15, 2014		$ 6,250
December 13, 2014	January 13, 2015		$ 6,250
Subtotal for consulting services:		=	$25,000
Travel reimbursement @ $500 / month:		=	$ 6,000
Total:			$31,000

Authorized By: Mayor Carlos Hernandez
City of Hialeah

Date

- Additional invoices will be issued on a quarterly basis in the amount of $6,250 per quarter. Also, the City will be invoiced $500 per month for travel expenses.
- The Consultant will also submit invoices for the sales commission (20%) of pre-approved Naming Rights partnerships and advertising programs for road median sponsorships, light pole banners and/or Hialeah Transit System advertisements, sold by the Consultant; to the extent authorized by the City.
- Furthermore, at the conclusion of one (1) year, the City of Hialeah will be invoiced by the Consultant for any "sales performance incentive" earned as outlined in the Agreement for demonstrating "built capacity" within city staff.