### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT TO PROVIDE PUBLIC RELATIONS & MARKETING SERVICES (Agreement) is made and entered into this \_\_\_\_\_ day of July, 2024, by and between the Town of Lake Park Community Redevelopment Agency, 535 Park Avenue, Lake Park, Florida, 33403 ("CRA") and Redevelopment Management Associates (RMA) whose address is 2302 E. Atlantic Blvd., Pompano Beach, FL 33062 ("RMA" or "Consultant"), (collectively the Parties).

### WITNESSETH THAT:

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

**WHEREAS,** the CRA's Board of Commissioners has previously determined that there is a need for professional services to implement public relations and marketing strategies recommended in the 2020 update of the CRA Master Plan; and

WHEREAS, the CRA, solicited a Request for Qualifications (RFQ) to firms for professional services to be provided to the CRA to provide public relations and marketing services; and

**WHEREAS,** an Evaluation Committee evaluated proposals from the firms that submitted proposals and has recommended Redevelopment Management Associates (RMA) as the firm it believes to be the most qualified.

NOW THEREFORE, the CRA and the RMA in consideration of the benefits flowing from each to the other do hereby agree as follows:

### **1.0 SCOPE OF SERVICES:**

SEE EXHIBIT A attached hereto and made a part hereof.

### 2.0 COMPENSATION

Compensation for the scope of services is as follows:

### 2.1 Marketing Plan Creation: \$45,000

RMA will invoice the Town monthly based on the percentage of the plan completed during the preceding month, with the final payment occurring after the final deliverable is accepted and approved by the CRA Administrator. The Marketing Plan is estimated to take approximately 4 months.

### 2.2 Agency Branding: TBD – to be negotiated following creation of Marketing Plan in an Amendment to this agreement

- 25% Following First Month of Contract Execution
- o 50% Following completion of branding elements, including logos, etc..
- 25% Following Final Approval of the Brand and presentation of all Materials to the CRA

### 2.3 Marketing Plan Implementation:

Compensation to be paid on an hourly basis in accordance with the rate schedule provided in "Exhibit A"

### **3.0 NOTICES**

All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the CRA:

Allison Justice, CRA Administrator CRA of Lake Park 535 Park Avenue Lake Park, Florida 33403

As to RMA:

Redevelopment Management Associates 2302 E. Atlantic Blvd. Pompano Beach, FL 33062 Attn: Christopher Brown

### 4.0 PUBLIC RECORDS

- 4.1 With respect to public records, the Contactor/ Vendor is required to:
- **#.1** Keep and maintain public records required by the Town to perform the

service.

- **#.2** Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- **#.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- #.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the All records stored electronically shall be retention of public records. provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- **#.5** IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

### 5.0 EQUAL OPPORTUNITY/MBE PARTICIPATION

- 5.1 The Consultant hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The Consultant shall take all measures necessary to effectuate these assurances.
- 5.2 The Consultant acknowledges that the CRA encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. Accordingly, the Consultant shall take all necessary and reasonable steps to ensure that women and minority

business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

### 6.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

The Consultant shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

6.1 Workers' compensation insurance for all employees of the Consultant for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the Consultant.

6.2 The Consultant shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
\$1,000,000.00 Products/Completed Operations Aggregate
\$5,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$500,000.00 Damage to Premises Rented to You

6.3 The CRA shall be included as an additional named insured under the Consultant's Commercial General Liability policy, and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the Contractor's submission of its bid documents which demonstrates that the Contractor maintains the required coverages shall be submitted to the CRA as a prerequisite to the execution of the contract. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions." It shall be the responsibility of the Contractor to ensure that all subcontractors are adequately insured or covered under their policies. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

7.0 TERM

The initial term of this Agreement shall be two calendar years from the parties execution of this Agreement, unless terminated earlier in accordance with terms set forth herein. This Agreement may be renewed for an additional two year term upon the written approval of the CRA.

### 8.0 TERMINATION

Either party may terminate the Agreement by providing 90 days advance written notice of its intention to do so.

### 9.0 NON-EXCLUSIVITY

The award of this Agreement shall not impose any obligation on the CRA to utilize the Consultant for all work within its profession for, which the CRA may requires said professional services during the term of the Agreement. \*The CRA specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the CRA's best interest.

### 10.0 OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and in furtherance thereof may demand and obtain records and testimony from the Consultant and its Subconsultants. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its Subconsultants to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the Town to be material breach of this Agreement justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Consultant acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

### 11.0 RELATIONSHIP BETWEEN THE PARTIES

- 11.1 The Consultant is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant is free to provide similar services for others.
- 11.2 The Consultant shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written

consent of the CRA. Any attempted assignment in violation of this provision shall be void.

11.3 The Consultant shall not pledge the CRA's credit or make the CRA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

### 12. GENERAL PROVISIONS

- 12.1 Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of their respective obligations pursuant to this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but the CRA shall have the option of terminating this Agreement or electing to allow the Agreement to remain in effect.
- 12.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 12.3 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the

singular. All words used in any gender will extend to and include all genders.

- 12.6 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This Agreement may be amended only with the written approval of the parties.
- 12.8 This Agreement states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this Agreement. The Consultant recognizes that any representations, statements, or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

### 13.0 INVOICING AND PAYMENT

13.1 The Consultant's invoices shall be emailed or mailed to the following address:

Finance Department Town of Lake Park Attn: Account Payable 535 Park Avenue Lake Park, Florida 33403 accountpayable@lakeparkflorida.gov

- 13.2 Invoices for fees or other compensation for services or expenses shall be submitted to the CRA in detail sufficient for a proper pre-audit and post-audit thereof. All invoices for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 13.3 Travel expenses shall only be paid on a reimbursement basis, and only

when authorized by the CRA. The Consultant shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.

- 13.4 Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the CRA at all times during the term of this Agreement and for three years after final payment for any of the workorders have been made. Copies of these records shall be promptly furnished to the CRA upon written request.
- 13.5 Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and any approved Subconsultants performing work pursuant to a work order, and all other records of Consultant and approved Subconsultants considered necessary by the CRA for a proper audit of project costs.
- 13.6 The CRA shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the CRA's assigned project manager.

### 14.0 GOVERNING LAW

This Contract shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

### 15.0 ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

### 16.0 ENTIRE AGREEMENT

This Agreement embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

### 17.0 AMENDMENTS

This Agreement may only be modified by written amendment executed by the parties hereto.

### 18.0. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

CRA OF LAKE PARK:

By:\_\_\_\_\_ Vivian Mendez, CRA Clerk By:\_\_\_\_\_ Roger Michaud, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:\_\_\_\_\_ Thomas J. Baird, CRA Attorney

CONTRACTOR

By:\_\_\_\_\_ Christopher Brown, Principal

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### RE: Marketing, Communications & PR Scope of Services for Lake Park Community Redevelopment Agency

### Task 1 – Marketing Plan Development

Work will begin by scheduling a kick-off meeting with CRA staff. During this stage, we will review and finalize an action plan to coordinate meetings with internal staff, stakeholders, and the community. To position the CRA for sustainable growth while preserving its unique community character, our plan includes collecting and analyzing the various elements of market research that are required to develop a meaningful strategic marketing plan.

### Task 1.1 – Project Management and CRA Strategic Marketing Plan (Scheduling)

RMA's activities will be directed by a project management plan to be developed in consultation with the Lake Park CRA Director and other assigned staff at the outset of the engagement. Upon receipt of the notice to proceed, the Project Team will develop, schedule, and lead a Project Kick-Off Meeting with the assigned Lake Park Client Team to clarify the project goals and successful consultant tasks and deliverables as outlined below. At the Project Kick-Off meeting, the Project Team will also review existing documentation, and other relevant resources. The Project Team will propose a schedule of deliverables, meetings, and presentations to staff. This schedule will direct the Project Team's research, analysis, stakeholder outreach, and client communications throughout the development of the Strategic Marketing Plan ("SMP"). RMA believes that for CRA SMP's to be effective, the involvement of government, private, and nonprofit sectors is critical.

Involving key stakeholders and community partners, identified by the Client, will be key to understanding the current business climate and will help guide the development of the objectives, strategies, tactics and associated budget in the SMP. RMA recognizes that it is imperative that the SMP build upon the goals outlined in the CRA Master Plan.

RMA will manage the stakeholder engagement process throughout the project with a dynamic stakeholder tracking tool that will facilitate contact through a variety of outreach mediums, as appropriate (in-person, telephone, Zoom, email, digital surveys, etc.).

**Objective:** Develop a final project management plan outlining timeframes for the Project Team's stakeholder outreach/community involvement, research, analysis, and regular client communications.

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### Meetings Included in Task 1.1:

• One (1) virtual kick-off planning meeting

### Outcomes/Deliverables:

- Project Kick-off Meeting
- Project Management Plan and Information Request Memorandum
- Schedule of Progress Calls, Deliverables, Meetings and Presentations
- Plan and Identify Initial Stakeholder Interviews (one-on-ones and/or focus groups)
- Plan three (3) day on-site business engagement meetings and digital survey

### Timeline\*: Weeks 1 to 3

### Task 1.2 – Situation Analysis (Research)

The RMA Team will research and analyze existing demographic, socioeconomic and other key economic data to prepare a situation analysis. The CRA will provide the current market analysis/conditions report previously completed for use in this analysis. The following elements are included in the situation analysis:

- Business Tax Receipts Analysis
- Area Shopping/Dining Competitive Analysis
- Maps/Vacant Commercial Space/Vacant Land Overview
- ESRI Demographic/Psychographic/Spending Patterns Analysis
- Existing plans and studies (parking, transit, master plans, etc...)
- SWOT Analysis
- Business Surveys (see Task 1.3 for details)
- Development Status
- CRA Projects Completed and Status of Current Projects
- Transportation and ESRI Traffic Counts (streetscape projects)
- Digital Analysis
- Social Media Analysis
- Email Database and Communications/Brand Consistency Analysis
- Art, Culture Market Position Competitive Analysis
- Wayfinding/Signage Overview

The Situation Analysis will also include research to present an overview of tourism, commercial, and residential trends.

**Objective:** Collect and analyze key data on existing demographic, economic, real estate, and physical conditions to identify current and potential opportunities and to formulate a baseline for the SMP.

### Outcomes/Deliverables:

Situation Analysis Section of the SMP

Timeline\*: Weeks 2 to 12

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### <u>Task 1.3 – Stakeholder Engagement: On-Site Visit, Meetings & Stakeholder Participation,</u> <u>Surveys</u>

Stakeholder engagement to develop the SMP will rely on understanding the current business climate. RMA will conduct one-on-one and small focus group meetings over a three-day period. RMA will also host, at Client's request, one 2-hour public engagement meeting during this three-day visit. Engagement may also include one community and one business online survey.

**Objective:** Solicit stakeholder input regarding community and area market strengths, weaknesses, opportunities, and threats and to inform future SMP activities to further the goals outlined in the CRA Master Plan.

### Meetings Included in Task 1.3:

- One full day of on-site touring and visiting downtown businesses (identified by Client)
- Up to eight (8) in-person one-on-one or small focus group meetings over two days
- One (1) two- (2) hour in-person Community /Business Public Meeting

### Outcomes/Deliverables:

• Stakeholder response analysis (sets baseline for future surveys)

### Timeline\*: Weeks 4 to 8

### Task 1.4 – Strategic Plan: Objectives, Strategies, Tactics and Budget

Upon completion of Tasks I to III, RMA will develop the action plan section of the SMP identifying the marketing and communications objectives tied to the goals outlined in the CRA Master Plan. This section of the SMP will also include an implementation matrix that can be updated as needed and used as an annual project tracking tool. RMA will work closely with Client to develop the final SMP and provide up to 2 rounds of revisions based on Client feedback.

### Outcomes/Deliverables:

• Marketing/Communications Action Plan and Implementation Matrix

**Objective:** To provide a guide for the marketing and communications activities to further the goals outlined in the CRA Master Plan.

### Timeline\*: Weeks 12 to 16

### Task 2. Agency Branding

At the completion of Task 1 and upon request, RMA will negotiate a fee to evaluate the current agency branding and propose enhancements to better reflect the mission and goals of the Lake Park CRA. This task may include but not be limited to:

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- developing and executing a cohesive branding strategy for the individual CRA districts and the CRA itself
- creating an identity for the assigned District that both embraces the past and future of the community or organization
- developing any necessary branding elements such as logos, branding colors, slogans, etc.
- developing branding guidelines to ensure consistency across all communications and materials.

### Task 3. Marketing/Communications Implementation Support Services

Upon request, RMA will provide marketing, communications, event, and PR support services to the Client team for implementation of the tasks outlined in the SMP. RMA will provide services at the hourly rate included in the proposal document.

### COMPENSATION

Task 1. Marketing Plan Development: Lu	mp Sum Fee \$45,000
Task 2. Agency Branding	Fee to be Negotiated Upon Completion of Task 1
Task 3	Hourly/Rates Included below

**\*Timeline:** Timeframes outlined are estimates and may change based on meeting schedules and client availability. RMA estimates that Task 1 will be completed within sixteen (16) weeks of project kick-off.

**Reimbursable Expenses:** Costs considered reimbursable include all third-party design services requested by the Client, renderings, additional printed materials or duplicate copies of presentation materials and reports. Production and distribution of public outreach materials (i.e., design, printing, mailing, flyer distribution, sign installation and retrieval) are also considered reimbursable and are not included in this scope.

Additional Services: Additional services may include but are not limited to additional document revisions not mentioned in the above scope of work; additional community outreach/planning meetings/workshops, Council Planning Workshops, oneon-one meetings with stakeholders (not already included in this scope), or other Governing Body. Those meetings, meetings in excess of those provided/outlined in each task, and any other tasks not included above will be billed at hourly rates, included in the proposal document. Additional work or a change in the services can only be authorized by the Client.

# **RMA HOURLY RATE SCHEDULE**

## **PROFESSIONAL SERVICE**

# ECONOMIC DEVELOPMENT

\$205.00	Director - Economic Development
\$165.00	Economic Development Marketing Analyst
\$175.00	Economic Development Manager
\$135.00	Economic Development Coordinator
\$95.00	Economic Development Assistant

### **REAL ESTATE**

	Diractor - Daal Ectata	Sr. Broker	Sales Associate	Real Estate Research Assistant
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# **BUSINESS ATTRACTION & MARKETING**

Director - Business Attraction & Marketing	Tourism Specialist	Marketing Manager	Marketing Coordinator	Marketing Assistant	Photographer/Videographer	Director of Digital Solutions	Creative Director	Graphic Designer	
\$205.00	\$185.00	\$165.00	\$135.00	\$95.00	\$175.00	\$175.00	\$175.00	\$105.00	

## **PROJECT MANAGEMENT**

Sr. Project Manager	Project Manager II	Project Manager I	Project Coordinator
\$195.00	\$170.00	\$150.00	\$120.00

# **GOVERNMENT MANAGEMENT & ADMIN**

Principal	Managing Director	Sr. Redevelopment Associate	Sr. Admin Assistant	CRA Clerk	Administrative Assistant
\$325.00	\$215.00	\$205.00	\$115.00	\$90.00	\$90.00

## **PROFESSIONAL SERVICE**

HOURLY RATE

### HOURLY RATE

# **URBAN DESIGN & PLANNING**

GIS/CAD Operator	\$125.00
Landscape Architect I	\$135.00
Landscape Architect II	\$150.00
Landscape Architect III	\$160.00
Sr. Landscape Architect	\$195.00
Planning Assistant	\$110.00
Planner I	\$125.00
Planner II	\$135.00
Sr. Planner	\$160.00
Urban Design Assistant	\$115.00
Urban Designer I	\$125.00
Urban Designer II	\$135.00
Sr. Urban Designer	\$160.00
Director-Urban Design & Planning	\$205.00

### CONSTRUCTION

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Construction Director	Construction Manager	Construction Inspector
\$205.00	\$155.00	\$105.00

### ENGINEERING

sr. Engineer	Engineer II	Engineer I	Engineer
\$U0.00	\$160.00	\$135.00	\$105.00

### **RMA INTERNAL**

Director of Operations	Director of Administration	Controller	Finance	Budget & Operations Analyst	Business Development Coordinator	Bookkeeper
\$205.00	\$195.00	\$180.00	\$170.00	\$125.00	\$100.00	\$100.00