To: Honorable Joy Cooper, Mayor, City of Hallandale Beach,
   And Members, City of Hallandale Beach City Commission

From: John W. Scott, Inspector General

Date: August 9, 2017

Subject: OIG Final Report Re: Ethical Misconduct by City of Hallandale Beach
        Commissioner Anthony Sanders, Ref. OIG 16-011

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG has concluded its investigation into allegations that Hallandale Beach city commissioner and community redevelopment agency (CRA) director Anthony Sanders failed to disclose payments that Palms Community Action Coalition, Inc. (PCAC), an organization which he voted to receive thousands of dollars in city and developer funding, made to him and his son. We found that, as described in the report, Commissioner Sanders engaged in a pattern of misconduct that violated Florida ethics laws, the Hallandale Beach city charter, and the Broward code of ethics for elected officials.

When the city was aware of his and his wife’s relationships with community-based organizations Eagle’s Wings, Palms of Hallandale Beach Weed and Seed, and PCAC, Commissioner Sanders refrained from voting on matters that could benefit those organizations. But when their connections appeared to end in late 2012, Commissioner Sanders resumed voting on items that directly and indirectly benefited PCAC. What the public did not know was that, from January 2013 through December 2015, PCAC paid the commissioner’s wife and two sons approximately $7,588 for consulting and employment and paid his employer Higher Vision Ministries approximately $31,100, purportedly for transporting PCAC trainees to classes. During this same time period, Commissioner Sanders voted to approve direct city funding to PCAC in the amount of approximately $202,450. He also voted to approve $9,869,268 in development contracts that benefited PCAC by approximately $695,870. On the same day he voted to benefit two developers and PCAC, PCAC wrote a $2,000 “Donation/Pastor’s Appreciation” check to Higher Vision Ministries, and he solicited one of the developers to give a $600 contribution to the church. The other developer gave a $500 contribution to the church two days later. When PCAC terminated its agreement with Higher Vision Ministries against Commissioner Sanders’s will, PCAC lost all city-facilitated funding.
We found that PCAC paid Commissioner Sanders’s employer and his immediate family members approximately $38,688 during the same three-year time period during which the commissioner’s official action benefited PCAC approximately $898,320. Commissioner Sanders concurrently continued taking a salary from his employer, continued accepting significant payments from PCAC on behalf of his employer, failed to disclose his voting conflicts to the city commission verbally or in writing, failed to abstain from voting, directly and indirectly solicited developers to give contributions to his employer, and accepted those contributions on behalf of his employer.

Commissioner Sanders violated state ethics laws that (1) prohibit an elected official from voting on measures that he knows would inure to the special private gain or loss of his employer or relative; (2) prohibit a municipal officer from having an employment or contractual relationship that impedes the full and faithful discharge of his public duties; (3) prohibit a public officer from corruptly using or attempting to use his official position or perform his official duties to secure a special privilege, benefit, or exemption for another; (4) prohibit a public officer from soliciting or accepting anything of value to him based upon any understanding that thereby his vote, official action, or judgment would be influenced; and (5) prohibit a public officer or his spouse from accepting anything of value when he knows or should know that it was given to influence his vote or other action in which he was expected to participate. He also violated the Hallandale Beach city code provisions that (1) prohibit a city official from voting where he has a personal, financial, or organizational interest; (2) require a city official who may receive some benefit not shared by the general public due to a personal, financial, or organizational interest, to disclose the interest in writing; and (3) require a city official to disclose all personal, organizational, and financial interests in a business receiving city funds, directly or indirectly, through an agreement with the city or a city contractor. Finally, the commissioner also violated the Broward code of ethics for elected officials, which prohibits an elected official from engaging in activity that goes against his duty to provide loyal service and honest governance for the residents of his city.

In accordance with our charter mandate, we are referring this matter to the Florida Commission on Ethics and the Hallandale Beach city commission for whatever action those entities deem appropriate, and we are filing against Commissioner Sanders a Broward County ethics complaint to be tried by an administrative hearing officer.

Attachment

cc: Roger M. Carlton, City Manager  
    Honorable Barbara Sharief, Mayor, Member, Broward Board of County Commissioners  
    Honorable Beam Furr, Vice Mayor, Member, Broward Board of County Commissioners  
    Individuals previously provided a Preliminary Report (under separate cover)
Ethical Misconduct by Hallandale Beach City Commissioner
Anthony Sanders
FINAL REPORT RE: ETHICAL MISCONDUCT BY
CITY OF HALLANDALE BEACH COMMISSIONER ANTHONY SANDERS

SUMMARY

The Broward Office of the Inspector General (OIG) has concluded its investigation into allegations that Hallandale Beach city commissioner and community redevelopment agency (CRA) director Anthony Sanders failed to disclose payments that Palms Community Action Coalition, Inc. (PCAC), an organization which he voted to receive thousands of dollars in city and developer funding, made to him and his son. We found that, as described below, Commissioner Sanders engaged in a pattern of misconduct that violated Florida ethics laws, the Hallandale Beach city charter, and the Broward code of ethics for elected officials.

The OIG substantiated that PCAC made contractual payments to Higher Vision Ministries, the church that employed the commissioner and which he controlled; that PCAC employed his son; and that PCAC also made other consulting and employment payments to the commissioner’s wife and another son. These payments occurred regularly during the same three-year time period in which Commissioner Sanders voted in favor of PCAC.

From January of 2013 through December of 2015, the city commission—including Commissioner Sanders—approved giving direct grants to PCAC three times. In addition, the city commission—including Commissioner Sanders—approved development contracts that included PCAC as a community benefit plan partner seven times. In all, the commissioner voted to approve or facilitate grants and development contracts on ten occasions that ultimately benefited PCAC a total of approximately $898,320.

During this same time period, PCAC paid Mrs. Sanders for consulting and grant writing and paid two of the Sanders’s adult sons for part-time employment. We found that PCAC directly paid the commissioner’s immediate family a total of approximately $7,588 between January 2013 and December 2015. Also in this time frame, it made monthly $1,000 payments to Higher Vision Ministries to transport job trainees to classes. Neither the church nor PCAC documented any rides, but we determined that PCAC paid approximately $27,000 to Higher Vision Ministries for approximately 613 miles of transportation services—or about $44 for each accountable mile—under the agreement. In all, PCAC paid Commissioner Sanders’s employer and immediate family a total of approximately $38,688 during this three-year period.

Following one of Commissioner Sanders’s votes in November 2013 for a Hallandale Beach multi-million dollar public works project that included PCAC as the community benefit plan partner, PCAC paid an extra (that is, over and above $1,000 per month) $2,000 to Higher Vision Ministries with a memo notation of “Donation/Pastor’s Appreciation.” Again following city commission approval for
direct city funding to PCAC between October and November of the following year, it made extra payments totaling another $2,100 to Higher Vision Ministries.

As described in this report, the commissioner was well aware of the nature of these conflicting relationships and their bearing on the propriety of his voting. Yet, Commissioner Sanders admitted that he did not disclose these relationships or payments to the public at any time during the period he voted to benefit PCAC.

Finally, the OIG also established that, while they were at city hall for a commission meeting involving one of the development votes, Commissioner Sanders solicited one of the project awardees to make a direct contribution to the Higher Vision Ministries church, who then asked a second developer to do the same. Their companies’ two donations to the church totaled $1,100.

Florida law prohibits an elected official from accepting “anything of value” based upon any understanding that his vote, official action, or judgment would be influenced. It also prohibits a municipal elected official from voting on any matter that would inure to his special, economic, private gain or loss or that he knows would inure to one of his immediate family member’s or his employer’s special, economic, private gain or loss. In addition to abstention, the law requires contemporaneous verbal and written explanation of the conflict. A Hallandale Beach city ordinance prohibits a commissioner from voting on a matter where he has an organizational interest and also requires written disclosure of the interest. For frequently recurring conflicts or those relationships that impede an official’s ability to carry out his public duties fully and faithfully, state law requires the public official to refrain from the activity giving rise to the conflict or to terminate the conflicting relationship. The Broward code of ethics for elected officials states that an elected official shall not receive any personal economic or financial benefit resulting from his service on his local governing body beyond legally authorized direct compensation” and prohibits him from engaging in “any activity in contravention of his … duty to provide loyal service and honest governance for the residents of the governmental entity that he … serves.”

Commissioner Sanders continued taking a salary from his employer, continued accepting significant payments from PCAC on behalf of his employer, failed to abstain from voting, failed to disclose the voting conflicts to the voting body either verbally or in writing, directly and indirectly solicited developers to give contributions to his employer, and accepted those contributions on behalf of his employer. Thus, in accordance with our charter mandate, we are referring this matter to the Florida Commission on Ethics and the Hallandale Beach city commission for whatever action those entities deem appropriate, and we are filing against Commissioner Sanders an ethics complaint charging a violation of the Broward code of ethics to be tried by an administrative hearing officer.

OIG CHARTER AUTHORITY

Section 12.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the County and the municipalities. On
his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the County, its municipalities and any providers.

The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations. The Inspector General also has the authority to bring a complaint for a civil infraction for which there is no civil, criminal, or administrative agency that would have jurisdiction over the matter.\(^1\)

**INDIVIDUALS AND ENTITIES COVERED IN THIS REPORT**

*Anthony Sanders*

Anthony Sanders was born in Hallandale Beach and has lived there all of his life. He was appointed to an open seat on the Hallandale Beach City Commission in 2008 and has served as a city commissioner and a director of the city’s CRA\(^2\) continuously since then, having been elected and re-elected in 2008, 2012, and 2014.

Since its inception in 1998, he has been the pastor and only full-time employee of the Higher Vision Ministries church in Hallandale Beach. His financial disclosures list Higher Vision Ministries as his only source of income, other than his income from his elected position, during the review period of 2013 through 2015.

*Palms Community Action Coalition, Inc.*

PCAC was a Hallandale Beach-based, non-profit organization that provided job training and community development. It was originally named Palms Community Development Corporation in early 2011 but within three months, with Mrs. Sanders’s involvement, it changed its name to Palms Community Action Coalition, Inc. Witnesses informed us that its predecessor was Palms of Hallandale Beach Weed and Seed, which concluded operating around the end of 2012. The city of Hallandale Beach funded PCAC directly through grants and indirectly via private developers through the Hallandale Beach community benefit plan program. As of February 2017, its operations had all but ended.

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1 A violation of the Broward Code of Ethics for Elected Officials, Sec. 1-19 of the Broward County Code of Ordinances, is such a civil infraction.

2 The Hallandale Beach CRA’s board of directors is an exact mirror of the Hallandale Beach city commission. According to the Hallandale Beach city website “The HBCRA Board consists of Five (5) members who also serve as the Mayor and City Commission.”
Murvin Wright

Murvin Wright, the chair of the board of directors of PCAC, was born and raised in Hallandale Beach. He was employed as a security specialist for Sheridan Technical High School in Fort Lauderdale. In 2011 Mr. Wright began attending meetings of Palms of Hallandale Beach Weed and Seed at the request of Commissioner Sanders. In 2012 he became PCAC’s board chair. At that time, the organization had just become PCAC.

Timothy Burton

Timothy Burton has a current professional association with the Hallandale Beach-based South Florida Educational Development Center. Until early 2016, he was a non-voting member of the board of directors of PCAC. Mr. Burton has known Commissioner Sanders for approximately 25 years and is the godfather to one of his sons. Commissioner Sanders is also the godfather to Mr. Burton’s son. Commissioner Sanders and Mr. Burton attended theological school together, and Mr. Burton has acted as a guest minister at Higher Vision Ministries on numerous occasions.

RELEVANT GOVERNING AUTHORITY

Florida Code of Ethics for Public Officers and Employees

Section 112.313, Florida Statutes - Standards of conduct for public officers, employees of agencies, and local government attorneys

(2) Solicitation or Acceptance of Gifts — No public officer … shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(4) Unauthorized Compensation — No public officer … or his spouse … shall, at any time, accept any compensation, payment, or thing of value when such public officer … knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(6) Misuse of Public Position — No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.
(7) Conflicting Employment or Contractual Relationship —
(a) … nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Section 112.3143, Florida Statutes - Voting conflicts

(3)(a) No … municipal, or … public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained … or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Hallandale Beach City Charter – Article VII, Official Conduct

Sec. 7.02  - Personal financial interest.

… Nor shall any city officer, employee or board member, or members of their immediate families subsequently benefit from any contract with the city, … or the sale of any … material, supplies or services to the city or to a contractor supplying the city wherein his financial interest failed to be disclosed under penalty of forfeiture of office or position and such additional penalties as may be prescribed by law. Any city officer, employee, or board member who willfully conceals such a substantial financial interest or willfully violates the requirements of this section, shall be guilty of malfeasance in office or position. …

Hallandale Beach City Code – Article IV, Code of Ethics

Sec. 2-437 - Prohibition on participation on items of personal, financial, or organizational interest.

Except as otherwise preempted under applicable federal, state, and common law and policies, no city official shall vote where they have a personal, financial or organizational interest.

Sec. 2-438 - Disclosure on items of personal, financial, or organizational interests.

A city official who may receive some benefit not shared by the general public due to a personal, financial, or organizational interest, shall disclose the interest and shall file a written disclosure with the city clerk describing the disqualifying interest.
Sec. 2-440 - Contract-related disclosure required.

(a) City officials must disclose all personal, organizational, or financial interests in a business that is receiving city funds, directly or indirectly, through a business agreement with the city or a city contractor.

(b) The disclosure required by this chapter shall be accomplished by filing with the city clerk a written statement by the city official involved describing the interest being disclosed.

Financial interest in an official action exists when the action may result directly or indirectly in a financial gain or loss accruing to the city official and or his immediate family to a greater extent than could reasonably be expected to accrue to the general public. Financial interest in a company, business, organization, or other entity exists when the city official and or their immediate family owns individually or combined, five percent or more shares of the company, business, or other entity and the value of such shares exceed $5,000.00.

Organizational interest in a company, business, organization, or other entity exists when the city official is a director or a member of a board which establishes policy and/or budgetary decisions for the entity.

Personal interest means a direct or indirect interest, matter, or relationship not shared by the general public which could be reasonably expected to impair the city official's objectivity or independence of judgment.

Broward County Code of Ethics for Elected Officials

Sec. 1-19(a) – Statement of Policy

It is the policy of Broward County that … elected officials of municipalities work for the benefit of the citizens of their respective municipalities. … [E]lected municipal officials shall not receive any personal economic or financial benefit resulting from their service on their local governing bodies beyond legally authorized direct compensation. It is the responsibility of each … elected municipal official to act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services, and to avoid even the appearance or perception of impropriety.

Sec. 1-19(c)(4) – Honest Services

a. An Elected Official may not engage in a scheme or artifice to deprive another of the material intangible right of honest services or any activity in contravention of his or her duty to provide loyal service and honest governance for the residents of the governmental entity that he or she serves.
b. This section shall be construed, to the extent possible, in accordance with the standards and intent set forth under 18 U.S.C. s. 1346, as may be amended, and Florida Statutes Chapter 838.

INVESTIGATION

The OIG predicated this investigation on allegations that Commissioner Sanders was participating in discussions and voting on official action favoring PCAC at the same time that it paid him $1,000 per month for undocumented transportation services and paid his son as an employee. The OIG substantiated that, at the same time that the commissioner executed his public duties in a manner that favored PCAC, he was aware of and controlled such monthly $1,000 payments to his employer and was aware that it made employment payments to his son. In the course of our investigation, we also found that Commissioner Sanders was aware that PCAC made contractual and employment payments to his wife during this time and that he directly and indirectly solicited private developers who sought and obtained city contracts to make contributions to his church, which he accepted.

This investigation included the examination of substantial documentation from PCAC, Higher Vision Ministries, Sheridan Technical College, and the city of Hallandale Beach, including but not limited to bank records, memoranda, emails, meeting minutes, and grant and private development applications and records. OIG Special Agents also conducted interviews of city employees, PCAC directors and staff members, Higher Vision Ministries members, owners and employees of private developers and city contractors and subcontractors, Mrs. Sanders, and Commissioner Sanders.

Since 1998, Commissioner Sanders Was Employed by the Church He Controlled, and He Depended on its Revenues

Higher Vision Ministries is a non-denominational church serving the “un-churched,” according to Commissioner Sanders, and has between 50 and 150 congregants, according to various witnesses. The commissioner and his wife founded the church in 1998. Commissioner Sanders informed the OIG that the church received roughly $7,000 in gross monthly revenue from January of 2013 through December of 2015. The deposits into the church’s known bank accounts averaged approximately $6,568 during this time, according to our analysis. This included money from congregants’ contributions, special services and fundraisers, rent payments from other churches, and payments from PCAC for transportation services, as described below.

Commissioner Sanders and his wife operate the church. At all times since its inception, he has been a signatory on the Higher Vision Ministries’ bank accounts, and he has been its only full-time employee. As the pastor’s wife, Mrs. Sanders said she worked at Higher Vision Ministries without compensation, and at least two of Commissioner Sanders’s sons also helped out. The commissioner told the OIG that he received $20,800 in annual gross salary from Higher Vision Ministries and that the church also paid him a parsonage or housing allowance of between $400 and $800 monthly ($4,800 to $9,600 annually) for the past five years. Bank records showed that, from January 2013 through December 2015, the church paid the commissioner at least $53,027 for “Payroll” and “Housing” and paid his family at least
another $3,526. Including expense reimbursements, the bank records showed that the church paid the commissioner and his immediate family members a total of about $92,463, out of the $234,767 in total church expenditures. We note that Commissioner and Mrs. Sanders deposited approximately $40,325 into the two church accounts during this time period.

Commissioner Sanders told the OIG that the amount of his housing allowance depended on how much was in the church’s bank account.

_Eagle’s Wings Employed Commissioner Sanders and/or His Wife between 2007 and 2012, and Palms of Hallandale Beach Weed and Seed Employed His Wife from 2010 to 2012_

In about 2002, Commissioner and Mrs. Sanders started an outreach center called Eagle’s Wings Development Center, Inc., which operated on grant funding including funding from the city of Hallandale Beach. Commissioner Sanders held the title of president twice, most recently from 2007 to 2010. According to Mrs. Sanders, Eagle’s Wings employed both her husband and her on a full-time basis beginning in 2007. The commissioner remained a full-time employee there until, for several reasons relating to his involvement on the commission including “turmoil” with a fellow commissioner over funding for Eagle’s Wings, he began distancing himself from the organization. She said this was within a year of his becoming a city commissioner. Florida state records show that the corporation dropped Commissioner Sanders as president in 2010 and added Timothy Burton as registered agent, president, and director in 2011. Mr. Burton is a former PCAC board member and close friend of the commissioner. Mrs. Sanders served as the Eagle’s Wings executive director starting in 2003 and in 2009 gained the additional title of corporate secretary, which she kept until her involvement ended in 2012.

Mrs. Sanders also served as the program coordinator and sole employee of Palms of Hallandale Beach Weed and Seed, a local crime prevention and community development program, from about 2010 to 2012. The U.S. Department of Justice and the city of Hallandale Beach provided the organization with funding and, according to Mrs. Sanders, her salary was equal to the amount of the city’s funding. Both Commissioner Sanders and Murvin Wright, the chair of the board of PCAC, told the OIG that, as Palms of Hallandale Beach Weed and Seed was winding down due to the scheduled termination of its federal funding, PCAC was starting up. The commissioner told the OIG that, at its inception, PCAC had non-federal monies from Palms of Hallandale Beach Weed and Seed that it transferred to PCAC. According to Mr. Burton, the PCAC Office Manager, and the PCAC Treasurer, Mrs. Sanders discontinued her employment relationship with PCAC by the end of 2012 because of her husband’s inability to vote to fund it while she worked there. Mrs. Sanders said that PCAC did not keep her on because it could not afford to. But we determined that PCAC could afford to employ an executive director but chose to hire the PCAC Office Manager into the position instead of keeping Mrs. Sanders. Mrs. Sanders was not employed again until May of 2013, when she became a Broward County employee.

3 We did not undertake to obtain or review internal records of the church’s cash expenditures, if any.
4 We titled this individual “PCAC Office Manager” although she was also a former PCAC executive director until replaced in October 2015.
Commissioner Sanders Abstained from Voting on Other Matters but Voted for PCAC after Mrs. Sanders’s Overt Involvement with It Ended

The state ethics code prohibits a municipal elected official from voting in matters he knows would directly inure to the financial benefit or detriment of his employer, spouse or child. The law requires the official, prior to the vote, to publicly state the nature of his interest to the assembly and, within 15 days after the vote, disclose the same in a written memorandum (Florida Commission on Ethics (CE) Form 8B) filed with the city’s minutes secretary, who is required to incorporate the memorandum in the meeting’s minutes.

In March 2010, an attorney with the Florida Commission on Ethics wrote a letter titled, “Re: Your inquiry regarding Commissioner Anthony Sanders” to an attorney with the city of Hallandale Beach, addressing the propriety of the city purchasing services from Palms of Hallandale Beach Weed and Seed, which was then headed by Mrs. Sanders. (Exhibit 1) The letter stated that such a purchase did not pose a prohibited conflicting relationship for Commissioner Sanders under the state ethics code, because there was no connection between the commissioner and Palms of Hallandale Beach Weed and Seed and because his wife’s relationship to the organization was as an employee.5 Relying on the state law on voting conflicts, the ethics attorney continued, “However, the Commissioner should declare his wife’s relationship to Weed and Seed, abstain from voting, and timely file CE Form 8B (memorandum of voting conflict), regarding any measures/votes of the City Commission concerning Weed and Seed, its funding, or related matters.”6

We conducted a review of city and CRA minutes and all Forms 8B submitted by Commissioner Sanders that the city provided to us, from the time he was sworn into office until May 3, 2017. We found that the commissioner abstained from voting on eight out of the nine occasions when he was called to vote on items involving Eagle’s Wings, Higher Vision Ministries, Palms of Hallandale Beach Weed and Seed, and PCAC until the time his wife appeared to disconnect from PCAC at the end of 2012, as shown below in OIG Table 1. The one occasion when Commissioner Sanders did vote on a matter involving any of these entities during that time period was on March 4, 2009, when the commission voted to permit an Eagle’s Wings facility to remain on the former property of Higher Vision Ministries, which the CRA had purchased, through a retention agreement. After the end of 2012, no Eagle’s Wings or Palms of Hallandale Beach Weed and Seed item came up for a vote. After the end of 2012, the commissioner voted on every PCAC item that came up for a vote, as shown in OIG Tables 5 and 6, below.

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5 The letter cited to F.S. § 112.313(3) and (7).
6 See F.S. § 112.3143(3)(a).
OIG Table 1: Commissioner Sanders Abstentions
Eagle’s Wings, Higher Vision Ministries, Palms of Hallandale Beach Weed & Seed, and PCAC
September 3, 2008, to May 3, 2017

<table>
<thead>
<tr>
<th>DATE</th>
<th>ENTITY</th>
<th>ITEM</th>
<th>FORM 8B ON FILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/17/08</td>
<td>Unknown</td>
<td>Annual budget (grant)</td>
<td>No</td>
</tr>
<tr>
<td>09/24/08</td>
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<td>Annual budget (grant)</td>
<td>No</td>
</tr>
<tr>
<td>02/12/09</td>
<td>Higher Vision Ministries</td>
<td>CRA purchase of real property</td>
<td>No</td>
</tr>
<tr>
<td>07/28/10</td>
<td>Eagle’s Wings</td>
<td>CRA donation ($50,000)</td>
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</tr>
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<td>05/18/11</td>
<td>Eagle’s Wings</td>
<td>Foster Park development</td>
<td>Yes</td>
</tr>
<tr>
<td>07/14/11</td>
<td>Eagle’s Wings</td>
<td>Funding ($35,000)</td>
<td>Yes</td>
</tr>
<tr>
<td>07/14/11</td>
<td>Weed &amp; Seed</td>
<td>Funding ($40,000)</td>
<td>Yes</td>
</tr>
<tr>
<td>02/15/12</td>
<td>PCAC</td>
<td>CRA participation in Art in Community challenge</td>
<td>Yes</td>
</tr>
<tr>
<td>09/19/12</td>
<td>PCAC</td>
<td>Approving CBP grants ($315,213)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

The meeting minutes for February 12, 2009, reflect that, at the time of the CRA vote whether to purchase real property from Higher Vision Ministries, “Commissioner Sanders stated he would recuse himself from any vote and discussion given his relationship as President of Higher Vision Ministries, Inc. which owns [property address].”

And on the Forms 8B that Commissioner Sanders filed on February 15, 2012, and September 19, 2012, he wrote,

I abstained from voting … due to the appearance of a conflict; as my wife [name] is the Executive Director for the Palms Community Action Coalition (PCAC), which is one of the organizations being considered for funding by the City Commission under the Community Partnership Grants Program for fiscal year 2013. As required by Florida State Statutes, 112.143, I was required to recuse myself from voting on the matter as doing so would inure to special gain or loss of my relative.

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7 Meeting minutes reflect that Commissioner Sanders abstained because “voting on it might result in or inure to his pecuniary gain or loss or that of one of his relatives.”
8 Meeting minutes show that Commissioner Sanders abstained because “voting on it might result in or inure to his pecuniary gain or loss or that of one of his relatives.”
9 Meeting minutes show that Commissioner Sanders abstained due to a possible conflict of interest, as his wife was the secretary of Eagle’s Wings and was requesting funding on its behalf.
10 Commissioner Sanders disclosed on the Form 8B the following: “My wife (NAME) serves as Interim Site Coordinator for agency that was secondary party to proposal being presented for award. Also my wife (NAME) serves as secretary for agency that was a secondary party to second proposal being presented for award.”
Post-September 2012 city commission and CRA minutes did not reflect that anyone mentioned his employer’s or immediate family’s financial connection to PCAC at the time the city commission or CRA cast the votes that benefited PCAC. In addition, we spoke to several eyewitnesses who were present during the discussion and voting on those items and confirmed that no one referenced his church’s, his wife’s, or his sons’ involvement with PCAC.\(^\text{11}\)

In his interview with the OIG, Commissioner Sanders admitted that he did not disclose his employer’s or immediate family’s connection to PCAC at the public meetings when he voted to favor it.\(^\text{12}\) He distinguished his votes on those matters with the ones where he did abstain, saying that PCAC never employed Mrs. Sanders and that it only paid her for her past employment with Palms of Hallandale Beach Weed and Seed, an explanation we found entirely contrary to the evidence and one that failed to address his employer’s interest in PCAC.

**From 2013 through 2015, PCAC Paid the Commissioner’s Family approximately $7,588 for Consulting and Employment**

PCAC was a Hallandale Beach-based non-profit organization that provided job training and community development. It was originally named Palms Community Development Corporation in early 2011 but within three months, with Mrs. Sanders’s involvement, changed its name to Palms Community Action Coalition, Inc. Witnesses informed us that its predecessor was Palms of Hallandale Beach Weed and Seed, which concluded operating at the end of 2012. The city of Hallandale Beach funded PCAC directly and through private developers through its community benefit plan program.

It was Commissioner Sanders who initially promoted the idea that local workers should be included in city development. Since about 2012, the city of Hallandale Beach has required all potential developers on city projects of over $1 million to include the community benefit plan program and the name of their program partner as a component of their proposals. Because of the weight the city gave to the program, it was very difficult for a developer to win a project without including this component. We determined through our review that developers on city projects between 2013 and 2015 frequently designated PCAC as their community benefit plan program partner in their proposals.

An OIG analysis of financial records of PCAC and Higher Vision Ministries showed that PCAC made direct payments to members of Commissioner Sanders’s immediate family from January 16, 2013, through December 21, 2015.

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11 See our discussion below OIG Table 6 about how the commissioner was not required by law to abstain from voting on some of these votes but that state law did prohibit the relationships that gave rise to frequently recurring conflicts and relationships that impeded his ability to carry out his public duties.

12 Commissioner Sanders said he sought legal advice from the former city attorney regarding PCAC compensating his family members and his employer, and she verbally advised him he did not have to publicly disclose the payments. We note that in order to be binding, under the State ethics code or the Broward ethics code, a legal opinion must be in writing from the state Commission on Ethics or the official’s municipal attorney, respectively. Other requirements also apply in order for any legal opinion to be binding. In any event, the commissioner refused to waive the attorney-client communication privilege to enable the OIG to interview the city attorney and corroborate this account.
During the transition period in 2013 after Palms of Hallandale Beach Weed and Seed wound down and PCAC started up, PCAC paid Mrs. Sanders consulting fees totaling $3,500. Commissioner Sanders characterized this transition period as difficult on his family. Although he said these checks were for money that Palms of Hallandale Beach Weed and Seed previously owed his wife and denied that she worked for PCAC after she left Palms of Hallandale Beach Weed and Seed, Mrs. Sanders told the OIG that she continued to assist PCAC in 2013 after she left its formal employment, helping with grant applications and training its new executive director. We also noted that the three PCAC checks written to Mrs. Sanders during 2013, which were deposited into the Sanders’s joint checking account, contained the memo lines, “Consulting Services (Grant Writing),” “Grant Writer,” and “Consulting Services.” (Composite Exhibit 2)

Moreover, Mr. Wright confirmed that Mrs. Sanders was an experienced grant writer upon whom PCAC relied during 2013, and he described specific grants she helped with during that year. He said that the payments to her in no way represented Palms of Hallandale Beach Weed and Seed monies or work efforts and that they represented work Mrs. Sanders contemporaneously performed for PCAC.

Commissioner and Mrs. Sanders and Mr. Wright also acknowledged that, between 2013 and 2015, PCAC paid two of the Commissioner’s sons for part-time employment and an internship. In January or February 2016, around the time when PCAC severed its ties with Commissioner Sanders’s church, PCAC dismissed the son who was still working there. We calculated the payments to the commissioners’ sons to be another $4,087.50.

Altogether, we found that PCAC paid the commissioner’s family at least approximately $7,588 between January 2013 and December 2015, as follows:
**OIG Table 2: PCAC Payments to Immediate Family Members of Commissioner Sanders, 2013-2015**

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAYEE</th>
<th>AMOUNT</th>
<th>CHECK MEMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/16/13</td>
<td>(Son 1)</td>
<td>$150.00</td>
<td>Videographer Service</td>
</tr>
<tr>
<td>03/14/13</td>
<td>(Son 1)</td>
<td>$150.00</td>
<td>Technical Assistance</td>
</tr>
<tr>
<td>04/05/13</td>
<td>(Wife)</td>
<td>$1,000.00</td>
<td>Consulting Services (Grant Writing)</td>
</tr>
<tr>
<td>04/24/13</td>
<td>(Son 1)</td>
<td>$150.00</td>
<td>Computer Tech</td>
</tr>
<tr>
<td>05/22/13</td>
<td>(Wife)</td>
<td>$1,500.00</td>
<td>Grant Writer</td>
</tr>
<tr>
<td>10/17/13</td>
<td>(Wife)</td>
<td>$1,000.00</td>
<td>Consulting services</td>
</tr>
<tr>
<td>06/05/14</td>
<td>(Son 2)</td>
<td>$240.00</td>
<td>Workforce Intern 6/2 – 6/2/2014</td>
</tr>
<tr>
<td>06/19/14</td>
<td>(Son 2)</td>
<td>$600.00</td>
<td>Workforce Intern 6/9 - 6/20/2014</td>
</tr>
<tr>
<td>07/03/14</td>
<td>(Son 2)</td>
<td>$260.00</td>
<td>Workforce Intern 6/23 – 6/26/2014</td>
</tr>
<tr>
<td>01/01/15</td>
<td>(Son 2)</td>
<td>$150.00</td>
<td>(blank)</td>
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<tr>
<td>01/15/15</td>
<td>(Son 2)</td>
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<td>(blank)</td>
</tr>
<tr>
<td>04/02/15</td>
<td>(Son 2)</td>
<td>$150.00</td>
<td>Student - Intern</td>
</tr>
<tr>
<td>06/04/15</td>
<td>(Son 2)</td>
<td>$250.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>06/18/15</td>
<td>(Son 2)</td>
<td>$300.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>07/03/15</td>
<td>(Son 2)</td>
<td>$150.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>08/13/15</td>
<td>(Son 1)</td>
<td>$210.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>09/10/15</td>
<td>(Son 1)</td>
<td>$275.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>09/24/15</td>
<td>(Son 1)</td>
<td>$225.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>10/07/15</td>
<td>(Son 1)</td>
<td>$175.00</td>
<td>(blank)</td>
</tr>
<tr>
<td>11/19/15</td>
<td>(Son 1)</td>
<td>192.50</td>
<td>(blank)</td>
</tr>
<tr>
<td>12/21/15</td>
<td>(Son 1)</td>
<td>$160.00</td>
<td>(blank)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$7,587.50</strong></td>
<td></td>
</tr>
</tbody>
</table>
From 2013 through 2015, PCAC Paid Higher Vision Ministries $31,100 for Transportation

Beginning on March 14, 2013, and continuing through November 13, 2015, PCAC also made a series of payments to Higher Vision Ministries, the church where Commissioner Sanders was pastor and the only full-time employee. These payments13 totaled $31,100, as follows:

OIG Table 3: PCAC Payments to Higher Vision Ministries, 2013-2015

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Check Memo</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/14/13</td>
<td>$1,000</td>
<td>Transportation for Job Linkage Program 3/9-4/6/13</td>
</tr>
<tr>
<td>04/05/13</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>07/01/13</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>08/01/13</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>11/06/13</td>
<td>$2,000</td>
<td>Donation/Pastor’s Appreciation</td>
</tr>
<tr>
<td>01/16/14</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>02/13/14</td>
<td>$1,000</td>
<td>Transportation (Sheridan Tech)</td>
</tr>
<tr>
<td>03/13/14</td>
<td>$1,000</td>
<td>Transportation (March)</td>
</tr>
<tr>
<td>04/10/14</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>05/07/14</td>
<td>$1,000</td>
<td>Donation</td>
</tr>
<tr>
<td>06/05/14</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>07/03/14</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>08/14/14</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>09/16/14</td>
<td>$1,000</td>
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</tr>
<tr>
<td>10/23/14</td>
<td>$1,600</td>
<td>Transportation</td>
</tr>
<tr>
<td>11/20/14</td>
<td>$1,500</td>
<td>(blank)</td>
</tr>
<tr>
<td>11/26/14</td>
<td>$1,000</td>
<td>Transportation</td>
</tr>
<tr>
<td>12/18/14</td>
<td>$1,000</td>
<td>(blank)</td>
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<tr>
<td>01/15/15</td>
<td>$1,000</td>
<td>(blank)</td>
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<td>02/12/15</td>
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</tr>
<tr>
<td>04/16/15</td>
<td>$1,000</td>
<td>(blank)</td>
</tr>
<tr>
<td>05/14/15</td>
<td>$1,000</td>
<td>(blank)</td>
</tr>
<tr>
<td>06/12/15</td>
<td>$1,000</td>
<td>(blank)</td>
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<td>07/16/15</td>
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<td>08/13/15</td>
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<td>09/10/15</td>
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</tr>
<tr>
<td>10/14/15</td>
<td>$1,000</td>
<td>(blank)</td>
</tr>
<tr>
<td>11/13/15</td>
<td>$1,000</td>
<td>(blank)</td>
</tr>
</tbody>
</table>

TOTAL $31,100

13 In addition, we observed that, on March 11, 2015, PCAC made a payment to Ebenezer Baptist Church for $1,000 by a check with the memo line, “10 Gala Tickets for Higher Vision Ministries.”
Mr. Wright, Mr. Burton, the PCAC Office Manager, and other witnesses told the OIG that the payments represented compensation to the church for transporting PCAC trainees to and from Sheridan Technical College classes. These classes lasted from 8:00 a.m. until noon on Saturday mornings for approximately 13 weeks per session.14

The OIG obtained copies of two agreements between PCAC and Higher Vision Ministries, both on PCAC letterhead, signed by the PCAC Office Manager for PCAC and the Higher Vision Ministries Bookkeeper, and titled “PCAC Transportation Agreement.” The Higher Vision Ministries Bookkeeper was both a volunteer bookkeeper for the church and a staff member of PCAC. The first memorialization occurred five months after the payments began; that is, after PCAC had already paid $4,000 to Higher Vision Ministries. Both the August 1, 2013, agreement (Exhibit 3) and the January 16, 2014 agreement (Exhibit 4) provided that PCAC would pay $1,000 (presumably, per month15) for Higher Vision Ministries to provide a driver and transport trainees to and from Sheridan Technical Center.

The OIG also received a copy of a letter from Higher Vision Ministries to PCAC dated February 1, 2014, titled “Re: Higher Vision Ministries’ Church Van.” (Exhibit 5) This letter was signed by the Higher Vision Ministries Bookkeeper and the Van Driver, and “verified” that the Van Driver would use the church van to transport PCAC trainees “on a monthly basis as needed.” It provided that the Van Driver would keep the van on his premises, that he was responsible for scheduling all drivers, and that his compensation would be given to the church on his behalf. The Van Driver told the OIG that he could not receive the money directly because he was on disability from the city of Hallandale Beach.

The Van Driver, the Higher Vision Ministries Bookkeeper, and Commissioner Sanders all denied authoring the agreements and letter. The Van Driver told the OIG that the bookkeeper called him and asked him to come and sign the letter at Higher Vision Ministries. Commissioner Sanders told the OIG that, although he knew the Van Driver had requested the letter, he did not know who wrote it. The Higher Vision Ministries Bookkeeper told the OIG that Commissioner Sanders created the language in the two memoranda but that she did not know who drafted the letter.

OIG interviews and records examinations determined that neither Higher Vision Ministries nor PCAC documented any of the services that were provided under their transportation agreement. Sheridan Technical College provided the OIG with records that documented PCAC class sessions for March 15, 2013, through November 23, 2015,16 with which we determined that Higher Vision

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14 The www.mapquest.com distance between the PCAC pickup point, Ebenezer Missionary Baptist Church in Hallandale Beach, and the drop-off point at Sheridan Technical College in Hollywood is 5.9 miles, for a total driving distance of 11.8 miles per class day. Extrapolated to the total number of Sheridan Technical College class days (52), Higher Vision Ministries drove PCAC trainees a total of approximately 613.6 miles. When 27 monthly $1,000 payments is divided by that total mileage, we calculated that Higher Vision Ministries received approximately $519.23 per accountable day driven or $44.00 for each accountable mile driven under the agreement. Although witnesses suggested that additional, non-Sheridan trips may have been made, neither Higher Visions Ministries nor PCAC documented them.

15 Neither was a duration specified for the $1,000 payment nor was there a termination date provided for in either agreement.

16 This is the period during which the transportation agreement was in place and payments were received.
Ministries transported PCAC trainees per their agreement on no more than 52 days during a 27-month period, as follows:

OIG Table 4: PCAC
Classes at Sheridan Technical College, 3/15/13 – 11/23/15

<table>
<thead>
<tr>
<th>Dates of Sheridan Technical College Class Session</th>
<th>Number of Class Days in Session</th>
<th>Session Duration in Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/09/13 – 06/01/13</td>
<td>13</td>
<td>84</td>
</tr>
<tr>
<td>06/15/13 – 09/07/13</td>
<td>13</td>
<td>84</td>
</tr>
<tr>
<td>11/02/13 – 02/08/14</td>
<td>13</td>
<td>98</td>
</tr>
<tr>
<td>02/21/15 – 05/16/15</td>
<td>13</td>
<td>84</td>
</tr>
</tbody>
</table>

We determined that Higher Vision Ministries did not transport any PCAC trainees to Sheridan Technical College after May 16, 2015, despite the Van Driver’s claims to the contrary. The PCAC Office Manager explained that no services were provided after that date because there were no trainees who needed a ride. The city’s Grant Monitor said that, during fiscal year 2015, the city allocated $17,000 for ten women, six of whom dropped out, to receive nursing training at Sheridan Technical College and provided the trainees with free bus passes for transportation to the school. The Grant Monitor observed that, if PCAC paid for the trainees to be transported to the program, the bus passes would have been unnecessary, duplicate payments.

PCAC made another six monthly payments—of $1,000 each—through November of 2015 for the purpose of transporting trainees to Sheridan, but without actually doing so.17

Commissioner Sanders told the OIG that the Van Driver drove the majority of the time in fulfillment of the agreement, and that, in addition to rides to Sheridan Technical College on Saturday mornings, he also drove to other destinations for PCAC.

OIG special agents interviewed the Van Driver, who generally corroborated the commissioner’s account about the transportation of trainees for PCAC. He stated that PCAC was originally going to pay him to drive the Higher Vision Ministries van, but he decided to tithe the money to the church instead. The Van Driver also told the OIG that he was sure that Commissioner Sanders did not vote on matters affecting PCAC in his role as a Hallandale Beach commissioner. He said that Commissioner Sanders knows that he is not allowed to mix church and city government and that the commissioner is not the type of person who would do that. The Van Driver also said that Mr. Wright,

17 By the time of his OIG interview Mr. Burton, Commissioner Sanders’s long-time personal friend and PCAC board member, had negotiated a $600 per month private van service for job training classes at Sheridan Technical College for the fire station project, described below, payable only during months when rides were given. Mr. Burton asked the OIG, “If I don’t need the service, why am I gonna pay for it?”
the PCAC Office Manager, and the PCAC Field Coordinator from PCAC tasked him many times to provide rides in addition to those he made to Sheridan Technical College on Saturday mornings.

However, Mr. Wright, the PCAC Office Manager, and the PCAC Field Coordinator collectively and independently recalled no more than seven occasions between 2013 and 2015 when the rides were not for Sheridan Technical College’s Saturday morning classes. The PCAC Office Manager detailed the times when she tried to get Higher Vision Ministries to transport PCAC trainees and could not get service. Mr. Wright told the OIG that the Van Driver initially provided the Sheridan Technical College rides but that something happened which affected the Van Driver’s ability to be the driver on the transportation agreement. After that, there were a number of different drivers, including Commissioner Sanders and his sons.

We also noted there were several payments that exceeded the $1,000 per month as apparently called for by the agreement.

The PCAC Office Manager, who issued checks at Mr. Wright’s direction, told the OIG she did not know why the November 2013 payment was $2,000 instead of $1,000, why the check noted “Donation/Pastor’s Appreciation” (Exhibit 6) or why a total of $4,100 was paid during October and November of 2014. She did note that October was the month when Hallandale Beach grant funding to PCAC began each fiscal year.

Mr. Wright did not recall the $2,000 “Donation/Pastor’s Appreciation” check he would have authorized, but he did say that was “a lot of money” for PCAC at the time. Neither did he have an explanation for the PCAC checks to Higher Vision Ministries that were more than the $1,000 monthly payments, although he “understands the concern” about them, agreeing that the extra monies to Higher Vision Ministries from PCAC in the fall of 2013 and the fall of 2014 “don’t look good” because they occurred shortly after the city’s annual grant funding. As did the PCAC Office Manager, Mr. Wright noted that Hallandale Beach grant funding for each fiscal year began in October.

Commissioner Sanders told the OIG that the $2,000 check was a donation to his church and had nothing to do with the transportation agreement. However, the day after he deposited the $2,000 check, his church issued a $500 check to Mr. Burton, his close friend, PCAC board member and occasional Higher Vision Ministries minister. It was Mr. Burton who facilitated the partnership between PCAC and the developers who benefited from Commissioner Sanders’s vote the day that PCAC wrote the $2,000 check. (Exhibit 7) The check payable to Mr. Burton stated, “Love Offering” on the memo line. Although Commissioner Sanders told the OIG that this acknowledged Mr. Burton’s ministerial services to the church, we noted that Mr. Burton was on the PCAC board of directors and working on developing additional partnership relationships for it at the time. Mr. Burton told the OIG that he has known Commissioner Sanders for about 25 years and that he and Commissioner Sanders are godfathers to each other’s sons. At first Mr. Burton stated that he did not know what the $500

18 Mr. Wright remembers three non-Saturday morning rides that Higher Vision Ministries provided for PCAC; the PCAC Field Coordinator said he believed there were two non-Saturday rides; and the PCAC Office Manager said she could only remember two non-Saturday morning rides.
check was for and that his Higher Vision Ministries speaking fee checks were $50 each. He then said the $500 might have been for speaking.

On October 23, 2014, PCAC issued a check to Higher Vision Ministries for $1,600. (Exhibit 8) This check noted “Transportation” in the memo line. Commissioner Sanders told the OIG that he had no involvement in and did not know why this check was $600 more than normal.

On November 20, 2014, PCAC issued a check to Higher Vision Ministries for $1,500, with the memo line blank. (Exhibit 9) Six days later, PCAC sent another $1,000 check, this time with “Transportation” on the memo line. (Exhibit 10) Commissioner Sanders told the OIG that he did not know what the $1,500 check was for but said that November is normally the month when Higher Vision Ministries does anniversary fund-raising for the church, even though the church was founded during the month of January.

The PCAC Executive Director said that, when she assumed her position in October 2015, she saw the expenditures to Higher Vision Ministries and sought an explanation. She and a consultant for PCAC determined that Higher Vision Ministries had not given any rides in months, and they did not feel there was an appropriate reason for the agreement. They were also concerned whether Higher Vision drivers were insured, as they did not receive proof of insurance as they requested from Commissioner Sanders and his church. The PCAC Executive Director told the OIG she believed that the real reason for this transportation agreement was to maintain Commissioner Sanders’s support for her organization to continue receiving city grants and private developer community benefit plan contracts.

**At the Same Time that PCAC Paid His Employer and Family, Commissioner Sanders Voted to Grant $202,450 in City Funds to PCAC**

The City of Hallandale Beach produced records showing that, between 2013 and 2015, its commission, including Commissioner Sanders, voted to appropriate $202,450 directly to PCAC, as follows:

**OIG Table 5: Commissioner Sanders Votes That Benefited PCAC with Direct Grants, 2013-2015**

<table>
<thead>
<tr>
<th>Date of Payment Approval</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/19/13</td>
<td>$50,000</td>
<td>Community partnership grant</td>
</tr>
<tr>
<td>08/19/13</td>
<td>$50,000</td>
<td>One year community partnership grant</td>
</tr>
<tr>
<td>09/22/14</td>
<td>$102,450</td>
<td>Three year community partnership grant, re-confirmed annually</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$202,450</strong></td>
<td></td>
</tr>
</tbody>
</table>
The Grant Monitor told the OIG that, during fiscal year 2015, PCAC operated for about 20 hours per week, ran a total of two classes which had no relation to job placement, was below standard for both rate and speed of job placement, and had administrative costs that were too high, all conclusions that she said she passed on to the city. She was not aware of Higher Vision Ministries’s transportation agreement with PCAC, which when described concerned her for incurring potentially duplicative or redundant costs where the city provided free bus passes to PCAC trainees. She said she would have wanted to know about that relationship, especially if some of the grant monies were used to pay a church that had as its pastor a city commissioner voting to fund the grantee.

**At the Same Time that PCAC Paid His Employer and Family, Commissioner Sanders Voted to Approve Contracts that Benefited PCAC by $695,870**

Starting in 2011, Hallandale Beach required developers of all city-funded capital improvement projects of over $1 million to include a percentage commitment for a community benefit plan and encouraged developers of all non-capital improvement projects and capital improvement projects under $1 million to do so. According to the city’s June 2016 publication, “A Guide to the City of Hallandale Beach Community Benefit Program,” developers seeking to do business with the city under the plan:

...must demonstrate and provide a proposed community benefit plan which has identifiable and observable community benefits for the project and the city. The benefits should include the approach for insuring that both prime and subcontractors utilize local residents in every phase of the project of the city, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community.

We reviewed Hallandale Beach city commission and CRA meeting minutes and determined that Commissioner Sanders actively participated in discussions and voted as a city commissioner or a CRA director on at least seven separate occasions between 2013 and 2015 to facilitate or approve developer contracts or change orders on contracts that designated PCAC as the developer’s community benefit plan partner, as follows:
## OIG Table 6: Commissioner Sanders Votes That Benefited PCAC as a Community Benefit Partner, 2013-2015

<table>
<thead>
<tr>
<th>DATE</th>
<th>CONTRACTOR(S)</th>
<th>CITY OR CRA</th>
<th>CONTRACT AMOUNT</th>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/06/13</td>
<td>Burkhardt¹⁹/ NuJak²⁰</td>
<td>City</td>
<td>$190,000</td>
<td>BF James, Joseph Scavo, and South Beach Parks</td>
</tr>
<tr>
<td>6/19/13</td>
<td>Burkhardt/ NuJak</td>
<td>CRA</td>
<td>N/A (doc prep only)</td>
<td>OB Johnson Park</td>
</tr>
<tr>
<td>6/19/13</td>
<td>Burkhardt/ NuJak</td>
<td>City</td>
<td>$7,692,418</td>
<td>Scavo Park and BF James Park phase II</td>
</tr>
<tr>
<td>11/6/13</td>
<td>Burkhardt/ NuJak</td>
<td>City</td>
<td>N/A (amendment)</td>
<td>BF James and Scavo Park</td>
</tr>
<tr>
<td>11/18/13</td>
<td>Lanzo Construction²¹ Calvin Giordano²²</td>
<td>CRA²³</td>
<td>$768,515 $163,855</td>
<td>NE Drainage Project</td>
</tr>
<tr>
<td>5/21/14</td>
<td>Currie Sowards Aguila Architects²⁴</td>
<td>City²⁵</td>
<td>$900,000</td>
<td>Main Fire Station</td>
</tr>
<tr>
<td>8/5/15</td>
<td>M.D. Stewart and Associates, Inc.²⁶</td>
<td>City &amp; CRA (3-2 vote)</td>
<td>$154,480</td>
<td>Hallandale Opportunity Project</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$9,869,268</strong></td>
<td></td>
</tr>
</tbody>
</table>

Not all of these votes would be considered “voting conflicts” requiring abstention under Florida law. Preliminary votes, such as those directing staff to compile information, do not amount to a special private gain or loss as a direct outcome of the vote, which is necessary to render a conflict prohibiting a vote under F.S. § 112.3143(1)(d), (3)(a). In addition, a CRA commissioner is not prohibited from voting even where he, his immediate family, or his employer has a special private gain or loss in the matter. F.S. § 112.3143(3)(b). Nonetheless, together with the votes listed in OIG Table 5, we found

¹⁹ The Burkhardt Construction Project Manager told us that the NuJak CEO referred him to PCAC.
²⁰ The NuJak CEO told the OIG that this project was the first and only one that his company worked on for Hallandale Beach and that he located PCAC through an internet search. But Mr. Burton said that his relationship with the NuJak CEO brought PCAC in as a community benefit plan partner. The NuJak CEO said he was unaware of any business relationship between any Hallandale Beach city commissioner and PCAC or between PCAC and Higher Vision Ministries.
²¹ Lanzo’s project manager told the OIG he knew that a now deceased Lanzo employee first located PCAC but that he did not know how the contact was initiated.
²² A senior vice president for this inspection firm told the OIG that, as Lanzo was the prime contractor on this project, it was Lanzo that had arranged for PCAC to be the community benefit plan partner and that the inspection firm did not have any communications with PCAC.
²³ Commissioner Sanders spoke concerning the community benefit plan for the NE drainage project and requested a staff report outlining the expenditures and activities completed under the community benefit plan with PCAC as partner.
²⁴ One of the principals of Currie Sowards Aguila Architects said he received a call during the bidding process from the Burkhardt Construction Project Manager, who told him that PCAC could help his firm fulfill the community benefit partnership program requirement and implied that the organization was connected to city commissioners.
²⁵ Mr. Wright spoke on behalf of PCAC as a community benefit partner on the project.
²⁶ A principal of M.D. Stewart and Associates told us that she may have met PCAC through the recommendation of a woman who worked at the iCenter in Hallandale Beach, a short-lived community foundation. We did not come across that woman’s name elsewhere in this matter.
these votes evidenced that the commissioner’s relationship with Higher Vision Ministries created a continuing or frequently recurring conflict between his role in running the church and the performance of his commissioner duties or that impeded the commissioner’s ability to fully and faithfully discharge his commissioner duties. F.S. § 112.313(7)(a).

Commissioner Sanders Solicited Church Donations from Hallandale Beach Developers He Voted to Benefit

On November 6, 2013, the Hallandale Beach City Commission approved the commencement of a portion of a parks renewal project that it had previously awarded to two primary construction companies, Burkhardt Construction, Inc. and NuJak Companies, Inc., as listed in OIG Table 6, above. This vote resulted in the release of funding for the third of the three parks involved in the project.

According to NuJak’s CEO, Commissioner Sanders approached him and handed him a church fundraising flyer and solicited a contribution to his church. He knew that the commissioner was a minister and generally recalled that the commissioner said that Higher Vision Ministries was “his church” but said he did not know that he was the pastor. He acknowledged that NuJak Companies wrote a check to Higher Vision Ministries for $600 the same day as the November 6, 2013, vote (Exhibit 11) and that he asked his co-developer, Burkhardt Construction, to do the same. Burkhardt Construction’s president told the OIG that Mr. Wright may have requested a contribution from him. In either case, on November 8, 2016, Burkhardt Construction wrote a $500 check to Higher Vision Ministries. (Exhibit 12)

Commissioner Sanders does not remember asking the developer to give to his church and, when asked what the check from Burkhardt to Higher Vision Ministries represented, he replied that the check “represents what the others represent. It represents community.”

The OIG found, and Commissioner Sanders admitted, that city developers made at least $1,100 in contributions to the commissioner’s employer. We also found that the commissioner directly and indirectly solicited and accepted these payments in conjunction with a city vote involving those developers.

The OIG reviewed PCAC bank records and determined that the development votes listed in OIG Table 6 enabled PCAC to receive approximately $695,870 in community benefit partner payments from prime contractors and subcontractors, as follows:
OIG Table 7: Contractor and Subcontractor Payments to PCAC, 2013-2015

<table>
<thead>
<tr>
<th>DATES</th>
<th>AMOUNT</th>
<th>PAYER</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/13-11/23/15</td>
<td>$573,316</td>
<td>Burkhardt Construction, Inc.</td>
</tr>
<tr>
<td>05/01/13</td>
<td>$25,000</td>
<td>Lanzo Construction Co.</td>
</tr>
<tr>
<td>11/06/13-04/16/14</td>
<td>$73,134</td>
<td>NuJak Construction of So. Fla, LLC</td>
</tr>
<tr>
<td>12/07/13-12/20/13</td>
<td>$16,105</td>
<td>Build Tech Construction Consulting</td>
</tr>
<tr>
<td>12/10/13-05/02/14</td>
<td>$2,425</td>
<td>Paul A. Jackson Plumbing, Inc.</td>
</tr>
<tr>
<td>03/06/15</td>
<td>$1,000</td>
<td>Acai Associates, Inc.</td>
</tr>
<tr>
<td>09/25/15</td>
<td>$3,000</td>
<td>West Construction, Inc.</td>
</tr>
<tr>
<td>12/14/15</td>
<td>$1,890</td>
<td>MD Stewart and Associates, Inc.</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$695,870</strong></td>
<td></td>
</tr>
</tbody>
</table>

After PCAC Terminated its Agreement with Higher Vision Ministries, the Organization Lost All City-Facilitated Funding

In late 2015 PCAC hired a consultant recommended by Commissioner and his wife. The Consultant told the OIG that she was an organizational and management consultant for government organizations and non-profits and that PCAC hired her to examine its structure and processes. She said she told PCAC that the transportation agreement with Higher Vision Ministries was not advisable because of liability and insurance issues, because the $1,000 per month expense was for rides that were infrequently provided, and because it appeared improper to pay Commissioner Sanders’s church.

The Consultant told the OIG that she telephoned Commissioner Sanders and asked for Higher Vision Ministries’ transportation logs and invoices. At first he told her that the church had already provided them to PCAC. When she called him back to tell him that she believed there were no logs or invoices there, he responded that she had no right to ask for the documents and that the monies that PCAC gave to Higher Vision Ministries were a tithe to the church, not payments for transportation services.

According to the PCAC Executive Director, in January or early February of 2016, her organization notified Higher Vision Ministries that it was ending all payments to the commissioner’s church and was ending his son’s employment. Mr. Wright told the OIG that, after receiving the letter, Commissioner Sanders called him and expressed anger, and Mr. Wright invited him to address the board.

Board minutes reflect that Commissioner Sanders appeared at the next meeting, which was held on February 4, 2016. The OIG interviewed at least five witnesses who variously told the OIG that Commissioner Sanders’s demeanor there was “very angry,” “boastful,” and “left people stunned at
how angry he was” about the termination of the transportation agreement and that he directed his ire toward the Consultant. The commissioner spoke for about 20 uninterrupted minutes, and “it was crazy.” He defended Higher Vision Ministries being paid even when no rides were needed and said there was nothing that his church needed to do to earn its fee in a given month. When confronted about his receiving funds from the organization for which he was voting, he told the board that he had a consulting contract with PCAC that did not have to be disclosed to the city of Hallandale Beach and said that he could take his pastor and commissioner hats on and off when needed. The commissioner told the board that, if they dismissed the Consultant, PCAC would remain in good standing with the city. One witness said that he kept repeating that he created PCAC and was beating on his chest while doing so, and that when he left the room, people were shocked and silent.

Commissioner Sanders and Mr. Burton told us that the commissioner’s concerns at the board meeting were about PCAC’s direction, philosophy, strategy, and failure to help the community—but not about the transportation agreement. The commissioner said that he was passionate at the board meeting when discussing PCAC’s dedication to helping the community but that he was not angry. He also said there was no discussion about whether he, as the pastor of Higher Vision Ministries, had a conflict of interest when PCAC paid the church while the city was funding it. He went as far as claiming to “not really have discussions” with anyone at PCAC about the termination of the agreement.

The commissioner told us that the main reason the transportation agreement was terminated was because PCAC was moving its training classes from Sheridan Technical College’s location in Hollywood to one in Pembroke Pines and that this was too far for the church to drive. Mr. Wright denied that his organization ever considered or discussed moving all of its Sheridan Technical College classes to the Pembroke Pines campus.27

For the first time in months, Mr. Burton also showed up at the February 4, 2016, board meeting. After the PCAC Executive Director accused him of making “side deals” that worked against PCAC, he was dismissed. The executive director explained to the OIG that Mr. Burton had been steering business away from PCAC and taking documents from its offices without permission, including by falsely representing himself as the “finance director” of PCAC as early as July 2015. The PCAC Executive Director also told us that, although Mr. Burton was approved to forge a community benefit partnership relationship with the developer of the Hallandale Beach fire station project, PCAC did not give him such a title, and she disagreed with him about how much contact he should have with contractors.

Before the termination of the agreement with Higher Vision Ministries, the board chair estimated that PCAC was included in about 90 percent of Hallandale Beach development contracts.

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27 Mr. Wright explained that, during the time the transportation agreement was in effect, PCAC had four trainees who were taking their Sheridan Technical College classes for commercial driver’s license training in Pembroke Pines and that Higher Vision Ministries started to drive three of them to their classes, but one of the trainees had his own car and did not need a ride. Thereafter, one of the remaining trainees dropped out of the training program. The remaining two trainees who needed a ride started taking classes at night, and were told to find their own transportation to the classes. One of the two had his own car, and they rode together.
Two months prior to the February 4, 2016, board meeting, PCAC stopped making payments to Higher Vision Ministries. Since then, no new development projects have included PCAC as a community benefit partner. The PCAC Executive Director stated that she believed Commissioner Sanders was responsible.

Within three months of the February 4, 2016, board meeting, several developers on Hallandale Beach projects, including the one involving the fire station, changed their community benefit partners from PCAC to South Florida Educational Development Center, a charitable organization that Mr. Burton began working with after his dismissal from the PCAC board. These projects were worth about $125,000 annually to PCAC. Commissioner Sanders told the OIG that he was not surprised that Mr. Burton’s PCAC projects moved with him when he left.28

As of February 2017, Mr. Wright said that PCAC was all but finished as a viable organization.

INTERVIEW SUMMARIES

As a part of the investigation, OIG Special Agents conducted numerous interviews. Significant interviews are summarized below:

1. Interview of Commissioner Sanders

Commissioner Sanders was born in Hallandale Beach, has lived there all his life, and has been a Hallandale Beach City Commissioner since he was appointed to an empty seat in August 2008. Over the past five years, he has worked for the City of Hallandale Beach, the Higher Vision Ministries church, and Benchmark Community Solutions.

He held and managed personal bank accounts jointly with his wife; neither of them had an individual account.

Higher Vision Ministries was founded in 1999 and reached out to places and people that traditional churches generally did not. It had about 150 active members, and average attendance at services was 90 to 100 people. Its revenue was from tithes, money from special services, rents, and church anniversary gifts. Between 2013 and 2015 PCAC paid the church $1,000 per month under a transportation agreement.

Over the past five years, Higher Vision Ministries had consistently paid Commissioner Sanders $20,800 in annual gross salary. The church also paid him compensation in the form of $400 to $800 per month parsonage payments, which were $800 per month at the time of the interview. The amount the church paid Commissioner Sanders for parsonage had a lot to do with how much money was in its bank account.

28 We attempted to learn but did not substantiate whether Commissioner Sanders or Higher Vision Ministries subsequently received anything of value from South Florida Educational Development Center or any of the developers to which Mr. Burton moved his projects.
The church regularly compensated only three employees, Commissioner Sanders and two musicians. It paid one of the musicians approximately $100 per week and the other approximately $150 per week. In addition to employment expenses, Higher Vision Ministries had expenses for equipment and maintenance, and expenses related to a church van that it had owned since 2004. The church also routinely paid other guest ministers for their services. How much they were compensated was unstructured, but the church may have paid a guest minister as much as $1,000, though it has not done so in the past few years.

PCAC evolved from Palms of Hallandale Beach Weed and Seed, which was federally funded for five years. Commissioner Sanders and his wife were involved with Palms of Hallandale Beach Weed and Seed from its inception, and she was its executive director for its final year. After its federal funding ended in late 2012, Mrs. Sanders was unemployed for eight months, which hurt the Sanders family financially. During that time, she helped PCAC set up its infrastructure. After that, she began working for Broward County.

At one point the City of Hallandale Beach inquired about the need for Commissioner Sanders to abstain from voting on certain issues because of Mrs. Sanders’s position at Palms of Hallandale Beach Weed and Seed. As a result, he then abstained from voting on matters involving that organization. Once Mrs. Sanders departed Palms of Hallandale Beach Weed and Seed, Commissioner Sanders was again able to vote on matters involving it.

He said he came to an agreement with the former city attorney, an assistant city attorney, and the Burkhardt Construction Project Manager that another of his sons could participate in a training and mentorship program that was sponsored by Burkhardt Construction, one of the Hallandale Beach contractors for whom he voted to approve contracts. He said that this approval was memorialized in city emails with the former city manager’s office.29

He also said he sought legal advice from the former city attorney regarding PCAC compensating his family members and his employer, and she advised him he did not have to publicly disclose the payments. There was nothing in writing regarding this advice, and the commissioner refused to waive the attorney-client communication privilege to enable the OIG to interview the lawyer to corroborate this account.

Higher Vision Ministries transported PCAC trainees as far back as 2012, and until March of 2013 did so without compensation. The organization offered to compensate the church’s deacon, the Van Driver, to drive the church van, but he declined, saying he preferred any payments be made to the church as his tithing. It was the Van Driver who “pretty much” negotiated the agreement; he probably did that with Mr. Wright, the PCAC board chair.

The Van Driver began by giving weekly rides to trainees to Sheridan Technical College, which later expanded to taking them four or five days per week to job interviews, training and job sites, and nursing visits. It was the Van Driver who told Commissioner Sanders about the expansion of

29 Upon the OIG’s request, the city conducted a search for such emails but did not locate any.
the transportation. When the rides expanded, the Van Driver got a team together to assist him, including Commissioner Sanders and one of his sons. These rides may have been by car instead of the church van. If the drivers had to stay on site for an extended time, they may have received some minor compensation. Commissioner Sanders assumed that Mr. Wright and other PCAC representatives arranged some of these rides.

Commissioner Sanders was aware of the two transportation memoranda of understanding from August 1, 2013 (Exhibit 3), and January 16, 2014 (Exhibit 4). He did not help draft them. The bookkeeper who signed for Higher Vision Ministries was also a PCAC employee, but the commissioner did not believe that she helped draft the agreements. The commissioner had not seen them until the OIG sent a records request in 2016. He did not know why the January 16, 2014, document was re-done with similar language or why the agreements only detailed the Sheridan Technical College transportation responsibilities.

The Van Driver had the February 2014 letter on Higher Vision Ministries’ letterhead, which detailed the Van Driver’s responsibilities under the agreement, written. He did so to document his tithe to the church. (Exhibit 5)

Higher Vision Ministries did not keep any records of who was transported, where or when. It might have been possible to determine how many people were transported from the Sheridan Technical College class size but not all of the Sheridan Technical College class attendees used the Higher Vision Ministries van for their transportation. Commissioner Sanders learned how the class rides took place through conversations and through fliers in the community describing the Higher Vision Ministries’ transportation option. The Sheridan Technical College classes were on Saturdays from seven or eight in the morning until noon. The church van picked up Sheridan Technical College trainees at Ebenezer Baptist Church in the city and transported them to and from the college, but only when classes were in session.

PCAC employed one of the commissioner’s sons under a summer job program for college students. Commissioner Sanders does not believe he disclosed this to city staff or the commission.

PCAC compensated Mrs. Sanders after the commissioner started voting on matters affecting them in 2013, as it owed her approximately $3,000 after she left Palms of Hallandale Beach Weed and Seed and PCAC. He did not disclose any of the three checks that PCAC paid to Mrs. Sanders, either verbally or in writing. And, other than emails concerning one of his son’s participation in a Burkhardt Construction training program, he is not aware of any documentation of any compensation from PCAC to any other members of his immediate family or his employer.

Commissioner Sanders was shown minutes of a Hallandale Beach city commission resolution from November 6, 2013, for the Hallandale Beach Parks Project Phase II project and a $2,000 check from PCAC to Higher Vision Ministries dated November 6, 2013, and directed to the memo line on that check, which read “Donation/Pastor’s Appreciation.” (Exhibit 6) The commissioner stated that the $2,000 check was related to the church’s anniversary and unrelated to the transportation agreement. When asked, he said that Higher Vision Ministries was formed in the month of
January, but that its anniversary sometimes celebrated in June, sometimes in October, and sometimes in November, depending on when the church is set up to celebrate.

The $2,000 was not disclosed because it was a donation to the church. The phrase “Donation/Pastor’s Appreciation” had no significance. People come through the week-long anniversary period to give donations to the church. Commissioner Sanders has a vague memory of this $2,000 check but has no memory of any conversations surrounding it. During the time period when this check was issued, Higher Vision Ministries had gross monthly revenues of about $7,000, but it was a “token” compared to the help and volunteerism that Higher Vision Ministries gave to PCAC.

The commissioner was shown a $600 check from NuJak Construction to Higher Vision Ministries, also dated November 6, 2013. (Exhibit 11) Commissioner Sanders does not remember that check, but remembers that a NuJak representative, perhaps its project manager, was once at a Higher Vision Ministries service. The NuJak project manager and the CEO were NuJak’s representatives in Hallandale Beach. For Commissioner Sanders, there was no correlation or relation between this $600 check and the vote he entered for the parks project which included NuJak on the same day. “That project would have been accepted long before that,” even if the vote was that day. Commissioner Sanders does not remember discussing this donation with the NuJak CEO.

Commissioner Sanders does not remember a conversation with any representative of Burkhardt Construction about it giving a check to Higher Vision Ministries. No representative from Burkhardt Construction attended any church service at Higher Vision Ministries. The commissioner was shown a $500 check from Burkhardt Construction to Higher Vision Ministries dated November 8, 2013. (Exhibit 12) Commissioner Sanders did not remember this check coming in. To him, this $500 check “represents what the others represent. It represents community.”

Commissioner Sanders was shown an October 23, 2014, PCAC check to Higher Vision Ministries for $1,600, which reflected “Transportation” in the memo line. (Exhibit 8) He had no idea why this check was for $1,600 when the normal monthly transportation agreement checks were for $1,000. He was also shown a November 20, 2014, check from PCAC to Higher Vision Ministries for $1,500 (Exhibit 9) and a separate check for $1,000 with the same date. (Exhibit 10) The commissioner did not know what the $1,500 check was for, although November was normally the month when the church does its anniversary fund-raising. None of these checks were publicly disclosed.

Mr. Burton is a close friend of Commissioner Sanders but they have no shared business endeavors. Commissioner Sanders was shown a $500 check from Higher Vision Ministries to Mr. Burton dated November 13, 2013, with the memo line that read, “Love Offering.” (Exhibit 7) That check represented some type of ministerial effort or service by Mr. Burton for Higher Vision Ministries. The commissioner did not know of any involvement or interaction between Mr. Burton and NuJak or Burkhardt.
As of January 2017, Commissioner Sanders did not think that Mr. Burton was still associated with PCAC. He would not be surprised to learn that whatever relationships Mr. Burton developed for the Hallandale Beach fire station project on behalf of PCAC would have left with Mr. Burton.

In late 2015 and early 2016 the transportation agreement between PCAC and Higher Vision Ministries ended. The main reason was because PCAC moved its training classes from Sheridan Technical College in Hollywood, Florida, to a five day per week class schedule at the Sheridan Technical College campus on I-75. Commissioner Sanders learned that the classes were moving through widely-held knowledge of people in the community. He did not really have discussions with PCAC representatives about terminating the agreement, but he let them know his opinion that they were not going to find people from Higher Vision Ministries who would drive out to the west Sheridan Technical College campus. Commissioner Sanders did not remember interactions with PCAC’s board of directors about the termination of the transportation agreement, although he remembered discussions with the board about the organization’s vision, what it was doing, its community focus and involvement, its holiday events, and its grass roots efforts.

During the PCAC board meeting in early February 2016, he mainly queried the board members about whether their focus was still on community. He was passionate during this meeting but was not angry. He never got upset about who was or was not giving to Higher Vision Ministries because he believes that the Lord will always provide for the church. During the board meeting there was no discussion about whether Sanders, as the pastor of Higher Vision Ministries, had a conflict when PCAC paid the church while the city was funding PCAC. The transportation agreement had already ended by the time this meeting happened and it was vaguely discussed. Some board members, at least Mr. Wright and the PCAC Treasurer, were aware of the agreement, and some were not.

By then, PCAC was probably getting the same or fewer Hallandale Beach projects compared to 2013, 2014, and 2015.

2. Interviews of Murvin Wright

At the request of Commissioner Sanders, Mr. Wright began attending meetings of Palms of Hallandale Beach Weed and Seed in 2011. He became the chair of PCAC’s board of directors in 2012, a position that he still held. The board positions were voluntary.

PCAC’s mission was job training, community outreach, job placement, and job symposiums. Its staff at the time of the interview included the PCAC Executive Director, who was Mr. Wright’s daughter, and the PCAC Office Manager, who was the former executive director. The PCAC Executive Director had recently dismissed one of Commissioner Sanders’s sons from his data entry job at PCAC for not showing up to work on time, leaving early, and generally being a bad employee.
Related Group, a Hallandale Beach area developer, initially funded PCAC. Since then, the city of Hallandale Beach and its developers have provided extensive funding, but no other city has contributed funding to it.

It was Commissioner Sanders who initially promoted the idea that local workers should be included in Hallandale Beach development projects. Mr. Wright and Commissioner Sanders took a tour of the St. Petersburg, Florida, model of this effort. In PCAC’s first two years, they directly found employment for 20 to 25 workers, and it placed between 300 and 400 workers in the past two years through “employer links.”

Mrs. Sanders wrote grant applications for PCAC, which is why the memo lines on checks dated in April, May, and October of 2013 read, “Grant Writer” and “Grant Writing.” One of those grants was through Broward County, and one was through Temple University. At the time, PCAC did not have anyone else qualified to write grants. The organization made these payments to Mrs. Sanders for her grant writing work for PCAC and definitely not for any efforts for Palms of Hallandale Beach Weed and Seed.

Higher Vision Ministries is a small church, with Commissioner Sanders as its only pastor and perhaps the only staff member, and it is basically Commissioner Sanders’s ministry. In early 2013 or 2014, PCAC developed a need to transport trainees to Sheridan Technical College’s Hollywood campus on Saturday mornings. It executed a memorandum of understanding with Higher Vision Ministries whereby the church provided van transportation in exchange for monthly, flat payments of $1,000. Mr. Wright did not participate in putting this agreement together. The $1,000 monthly payments were the only payments from PCAC to Higher Vision Ministries of which Mr. Wright was aware.

The Van Driver drove the van on Saturday mornings to the Hollywood campus. After some time, he left Higher Vision Ministries, or something happened that affected his ability to drive. After that, there were several other drivers, including Commissioner Sanders and two of his sons. They never intended to move the PCAC’s Sheridan Technical College classes out to its I-75 campus, and to Mr. Wright’s knowledge, the church only transported three of the trainees to that location for a short time.

Mr. Wright recalled three occasions when the PCAC Office Manager set up non-Saturday van rides—twice when trainees were driven to Doral Country Club and once when trainees were polygraphed and drug tested for jobs at Gulfstream Park.

He did not recall the check from PCAC to Higher Vision Ministries dated November 6, 2013, for $2,000 with the notation “Donation/Pastor’s Appreciation,” which followed Hallandale Beach CRA grant funding. This was “a lot of money” for PCAC at the time. He would not have tried to coerce Commissioner Sanders into favoring PCAC in city matters by issuing this check; its work on Hallandale Beach projects needed to be won on merit. Mr. Wright stated that, to him, a pastor’s appreciation check signifies a “thank you; that’s what you do.” He believed that this donation had to have been for Commissioner Sanders’s preaching. Other than the pastor at Ebenezer Baptist
Church who allowed PCAC to house its offices in Ebenezer Baptist’s church building without paying rent, and Commissioner Sanders, Mr. Wright could not recall any other pastor who received an “appreciation donation” from PCAC.

Mr. Wright had no idea that, at the same time that this $2,000 “Donation/Pastor’s Appreciation” check was issued from PCAC to Higher Vision Ministries, Higher Vision Ministries issued a $500 check to Mr. Burton with the memo, “Love Offering.” If he had known about it, he would not have approved of it. Regarding whether the checks seemed connected, Mr. Wright responded, “It don’t sound good. It don’t sound good…It don’t look good.”

He had no explanation for the PCAC checks to Higher Vision Ministries that were more than the $1,000 monthly payments and “understands the concern” about them, agreeing that the extra monies to Higher Vision Ministries from PCAC in the fall of 2013 and the fall of 2014 “don’t look good” because they occurred shortly after the city’s annual grant funding.

Mr. Wright was frequently present during city commission meetings at which PCAC stood to benefit from city action, and Commissioner Sanders never mentioned the transportation agreement that PCAC had with his church.

In late 2015 PCAC hired the Consultant, after a recommendation from Commissioner Sanders’s wife, who worked with the Consultant as a Broward County employee. The Consultant told PCAC that the memorandum of understanding with Higher Vision Ministries was not advisable until and unless the church provided documentation detailing liability protection and proof of insurance for these rides, which Mr. Wright has never seen.

The Consultant also said that PCAC could not afford to continue depleting its budget for Higher Vision Ministries ride payments, and she did not like the overtones of impropriety associated with paying money to a sitting Hallandale Beach commissioner. The PCAC board decided to take her advice and end the agreement.

The organization sent a termination letter, with board approval, to Commissioner Sanders. When he received it, the commissioner was angry and called Mr. Wright to find out why PCAC terminated the agreement. Mr. Wright invited him to address the board. The commissioner came to the next board meeting, and he was very upset. The conflict of interest regarding paying him while he voted as a commissioner on projects was mentioned. Mr. Wright was concerned that a non-profit such as PCAC was not allowed to receive funds approved by a public official while making payments to that public official. Although the funds were going to Higher Vision Ministries, Mr. Wright knew that Higher Vision Ministries was Commissioner Sanders’s church. Commissioner Sanders and the Consultant did most of the talking while the PCAC Executive Director steered the meeting. The commissioner talked about how PCAC started with him and how passionate he was about PCAC. He was upset that the Consultant did not want him to be further involved in PCAC’s operations. Mr. Wright responded that the board’s decision to terminate the agreement would stand but that the topic could be revisited. When Commissioner Sanders left the room, the people left in the room were stunned at how angry he was.
Since that day, “it’s been an uphill battle” with the city. After the breakup, Mr. Wright knew that PCAC needed to come up with alternate funding that did not include city projects. Before the elimination of the agreement with Higher Vision Ministries, Mr. Wright estimated that PCAC was included in about 90 percent of Hallandale Beach development contracts. Since that meeting, they have been included in none.

Mr. Burton, a very close friend of Commissioner Sanders, was on the board and was a business developer for PCAC in 2015. He was Mr. Wright’s “understudy” at PCAC. Along with the PCAC Executive Director, he was its business developer for a proposed partnership with West Construction for the building of the new Hallandale Beach fire station. Mr. Burton neither expected nor received any pay for his work on behalf of PCAC. Leading up to the falling out with Commissioner Sanders in February of 2016, the head of West Construction was speaking with Mr. Burton as PCAC’s point of contact. When the divide occurred and Mr. Burton left PCAC, Mr. Burton took the fire station project with him and partnered with South Florida Educational Development Center, an organization that had never done work training. PCAC was pretty much the only community benefit partner in Hallandale Beach until a few months ago. Now South Florida Educational Development Center is getting all of the project assignments.

After the payments to Higher Vision Ministries ended in late 2015 and early 2016, PCAC scaled back all of its operations. The organization has no new business opportunities in the city and, as of February 2017, it was barely surviving. Mr. Wright had a sour taste in his mouth regarding the way PCAC has been recently treated in their efforts to get funding, and therefore he has not been as involved with it.

3. **Interview of Timothy Burton**

Mr. Burton has known Commissioner Sanders for approximately 25 years. Commissioner Sanders was the godfather to Mr. Burton’s son, and Mr. Burton was the godfather to one of his sons. Commissioner Sanders and Mr. Burton are very close friends.

Mr. Burton had no formal role at Higher Vision Ministries but had performed minister duties there on infrequent occasions when Commissioner Sanders was unavailable to attend a service.

Mrs. Sanders stepped down from Palms of Hallandale Beach Weed and Seed when its federal funding expired. Mr. Burton is “pretty sure” that she and Commissioner Sanders thought that her staying at PCAC would have limited its ability to get money for projects voted on by Commissioner Sanders.

Mr. Burton was on the board of directors of PCAC but was neither a voting member, paid employee, nor on its executive board. He had business development roles at PCAC and may have had a few titles along with those roles. PCAC board minutes should reflect that the board gave him the title of finance director.\(^{30}\)

\(^{30}\) The OIG did not find any such approval in the board minutes.
The city’s community benefit program was the brainchild of Commissioner Sanders. The commissioner believed that favoritism should not have appeared in that program in any way. CRA funding and city approved private developer funding only flowed to PCAC after Mrs. Sanders stepped down from there. It would have been difficult for the commissioner to vote on those projects if Mrs. Sanders had kept her association with PCAC. Mr. Burton does not think that Commissioner Sanders thought he had a potential conflict between getting paid by Higher Vision Ministries, which was paid by PCAC, and voting on Hallandale Beach projects that helped to fund PCAC.

Mr. Burton had a relationship with a Lakeland, Florida, consultant, which resulted in the initial Hallandale Beach community benefit plan contract between PCAC and Burkhardt Construction. Mr. Burton brought that consultant to meet with PCAC and Burkhardt Construction.

Higher Vision Ministries had a business arrangement with PCAC to provide van transportation, including for Sheridan Technical College handyman classes. Mr. Burton did not know how much PCAC paid Higher Vision Ministries or whether or how the payments were structured.

The PCAC board asked Mr. Burton to provide a contract for his business development role on PCAC’s behalf with West Construction for the Hallandale Beach Fire Station project. He expected to be paid for advancing the community benefit plan partnership on the Hallandale Beach fire station development project, but he never was paid. The board asked Mr. Burton to leave after the Consultant informed Mr. Burton that all of Mr. Burton’s contacts with West Construction were done without PCAC’s authority. Mr. Burton disagreed, as he was the only person in contact with West Construction on behalf of PCAC. Mr. Burton wrote the community benefit plan for the West Construction relationship, sent out the promotional flyers, and informed West Construction.

Mr. Burton then developed a business relationship with South Florida Educational Development Center, which had paid him approximately $3,000 for his work with West Construction. The community benefit portion of this contract from West Construction to South Florida Educational Development Center was $125,000.

In 2016, after Mr. Burton’s association with PCAC ended and his association with South Florida Educational Development Center began, South Florida Educational Development Center hired a van service for a Sheridan Technical College handyman class for $150 per day. Sheridan Technical College held the classes once each week during a three-month session. South Florida Educational Development Center only paid when they needed this service. Mr. Burton remarked, “If I don’t need the service, why am I gonna pay for it?”

Over the past three years, Mr. Burton has ministered five to ten times at Higher Vision Ministries. He did not have an explanation for the Higher Vision Ministries check to him dated November 13, 2013, for $500, with “Love Offering” written in the memo section, but it was not for speaking, as Higher Vision Ministries gave him $50 checks for that. Mr. Burton then amended his recollection and stated that the $500 check could have been for speaking at the church.
In early 2016 there was a PCAC board meeting to which Commissioner Sanders was invited. The meeting started with a “very hostile” atmosphere. Commissioner Sanders was frustrated and asked about PCAC’s direction and whether they had changed their philosophy and strategy plan now that it had new executive leadership. When the Consultant came into the meeting the tone became more contentious, in part because Commissioner Sanders wanted the PCAC board to know that he was not behind the PCAC Office Manager having been demoted as PCAC’s executive director. Mr. Burton does not believe that any of the contention during this meeting was related to the Higher Vision Ministries transportation agreement. The transportation agreement may have been brought up at that meeting, but it was not why the meeting was called.

Mr. Burton believes that Commissioner Sanders is above reproach. Commissioner Sanders and Mr. Burton collectively “thought it was hilarious” that anyone would think that Commissioner Sanders tried to personally benefit from the Hallandale Beach community benefit plan.

4. Interview of Mrs. Sanders

Between about 2010 and 2012, Mrs. Sanders was the program coordinator and only paid employee for Palms of Hallandale Beach Weed and Seed. Its mission was to weed out crime and seed the community with development. The organization paid her $40,000 per year. It had a five year federal grant, for which the city was the fiscal agent, which expired at the end of 2011. The city’s grant to Palms of Hallandale Beach Weed and Seed was $40,000 per year. Palms of Hallandale Beach Weed and Seed continued as a self-sufficient organization for one year after the federal grants expired, and Mrs. Sanders continued on through calendar year 2012.

In 2012 Palms of Hallandale Beach Weed and Seed transitioned into PCAC, which brought on Mr. Wright, the PCAC Office Manager (then as executive director), and a staff member after the end of September 2012. Mrs. Sanders left because the organization did not have any money to pay her salary.

She had a break in formal employment from September 2012 until May of 2013. During that time, Mrs. Sanders took care of her home, took care of some volunteer church duties, and did some work at PCAC to help Mr. Wright. She worked on reports, training the executive director, planning community events, editing new grant applications, and managing two private-public partnership grants with the city. This started as volunteer work, but when PCAC started to get funding, it paid her. Most of PCAC’s income was through the Hallandale Beach community benefit plan program.

Mrs. Sanders had no idea if her husband or anyone else disclosed in any way to anyone in Hallandale Beach City government that PCAC paid her during calendar year 2013.

Higher Vision Ministries’s income sources included tithes, offerings, donations, rent from sub-tenants, and the agreement with PCAC. Since 1999 her husband has been the pastor and only regularly paid employee of Higher Vision Ministries at an annual salary of $20,000 to $21,000. The church also pays him a housing allowance of about $800 during some but not all months. Whether Commissioner Sanders receives this allowance is determined by the church’s expenses and income. She does not have a comprehensive understanding of the financial workings of Higher
Vision Ministries. She and Commissioner Sanders have only joint bank accounts, and her husband has much more knowledge of their accounts.

Mrs. Sanders was aware of the $1,000 per month transportation agreement between PCAC and Higher Vision Ministries at the time and knew that PCAC was using the church to “take people all over the place.”

The Van Driver, two of the commissioner and her sons, and perhaps the commissioner himself drove the Higher Vision Ministries van under the PCAC agreement. One of their sons worked briefly at PCAC for compensation. Another son also worked as a summer hire at PCAC. His work there in some way involved construction projects.

Mrs. Sanders heard that PCAC was having problems with simple business communications and referred the Consultant to them to help the organization restructure.

5. Interviews of the PCAC Office Manager

The PCAC Office Manager began working at PCAC in December of 2012 as a grant administration assistant. In early 2013 she was named executive director. Mrs. Sanders was the prior executive director of PCAC’s predecessor, Palms of Hallandale Beach Weed and Seed, until she resigned due to potential conflicts with her husband’s role as a Hallandale Beach city commissioner. Commissioner Sanders regularly voted on matters that affected PCAC. Two paid staffers were hired at PCAC once the grant funding picked up. The PCAC Executive Director came in as an employee in 2014, and replaced the PCAC Office Manager as the executive director in 2015. One of Commissioner Sanders’s sons worked there for about a year.

PCAC held training classes for its trainees at Sheridan Technical College for twelve Saturdays per session from 8:00 a.m. until noon. There were about 30 attendees each session. Starting in 2013, PCAC used Higher Vision Ministries to transport its trainees to Sheridan Technical College for the Saturday classes. There was no contract. The PCAC Office Manager told Mr. Wright that the Sheridan Technical College program trainees needed transportation, and Mr. Wright recommended that they use the Higher Vision Ministries van. There was another twelve-week Sheridan Technical College class in 2014, possibly a session in 2015, and a class in 2016. Commissioner Sanders’s son often drove on these trips. The distance was about five miles. Mr. Wright was responsible for meeting the class attendees at Ebenezer Baptist Church in Hallandale Beach to make sure they got on the van, and the PCAC Office Manager sometimes met the attendees at Sheridan Technical College.

PCAC paid Higher Vision Ministries $1,000 per month under this agreement, including months when there were no class sessions. The PCAC Office Manager does not know why it paid during the months when there were no classes. She entered the payments to Higher Vision Ministries as “donation/transportation” in PCAC’s books.
Higher Vision Ministries was also available to drive PCAC trainees to job fairs, for pre-employment drug testing, and for other PCAC events. She believes that she actually called Higher Vision Ministries for a ride of this nature on more than one occasion but cannot be sure that it was as many as ten times. She set up these rides by calling the Higher Vision Ministries main phone number, usually about one week ahead of time and by either talking to someone who answered or leaving a message. If no one answered and she needed a ride for someone that day, she “had to figure it out.” If she got a call back, it was usually by one of the commissioner’s sons. She recalled two occasions when she requested a ride for other than Saturday morning classes. The first was when one of Commissioner Sanders’s sons drove. The second was when she obtained a ride from a man with the same first name as the Van Driver. The van driving had stopped over a year earlier because no one had needed a ride.

When the PCAC Executive Director began in October of 2015, she examined the PCAC budget and expenditures with the Consultant. The board of directors thereafter approved their decision to stop the monthly payments to Higher Vision Ministries.

Soon after the payments stopped, in early February 2016, Commissioner Sanders came to a board meeting. About 15 people were there. Mr. Wright opened the meeting by stating that Commissioner Sanders wanted to speak. Commissioner Sanders spoke for about 20 uninterrupted minutes, and “it was crazy.” The commissioner kept repeating that he created PCAC and was beating on his chest while doing so. When he left the room, people were shocked and silent. Since the day of that board meeting, the city has not approved any new development projects with PCAC as the proposed community benefit partner. Developers still come to PCAC, but the developers with other community benefit partners are winning the bids.

South Florida Educational Development Center has started to replace PCAC as a Hallandale Beach community benefit partner. PCAC had signed a contract with West Construction, which designated PCAC to be its community benefit partner for work to be done at the city fire station. But after the transportation agreement between PCAC and Higher Vision Ministries ended, the contract shifted to South Florida Educational Development Center, even though South Florida Educational Development Center had never previously acted as a job training community benefit partner.

Mr. Wright had given Mr. Burton, a friend of Commissioner Sanders’s, permission to negotiate with West Construction on behalf of PCAC. Mr. Burton was supposed to report back to the PCAC Executive Director and the board, but he slacked in this effort, and the PCAC Executive Director had to take over the project. After the transportation agreement ended, Mr. Burton stopped coming to PCAC, he got back involved with West, and the partnership went from PCAC to the South Florida Educational Development Center.

For the Hallandale Beach Bluesten Park project, Mr. Wright and the PCAC Executive Director negotiated and executed a contract for PCAC’s role with ACAI Associates, an architecture firm. After the February 2016 board meeting with Commissioner Sanders, ACAI dropped PCAC as its community benefit partner and gave it to another organization.
The PCAC Office Manager issued PCAC check number 1540 dated November 6, 2013, in the amount of $2,000 to Higher Vision Ministries with the memo, “Donation/Pastor’s Appreciation” at the direction of Mr. Wright, but she did not know why he had her write the check. (Exhibit 6)

6. Interviews of the PCAC Executive Director

In October of 2015, the PCAC executive board appointed her to replace the PCAC Office Manager, because Commissioner Sanders and others in the community perceived that the PCAC Office Manager did not have strong enough credentials.

The main school that provides PCAC’s training is Sheridan Technical College, which trains people in construction, construction cleaning, blueprint reading, electrical, HVAC, and other vocations. PCAC receives grants both through the federal government and the Hallandale Beach government.

PCAC had a business agreement with Higher Vision Ministries for at least two years when it ended in February of 2016. The agreement was for the church to transport PCAC trainees to and from Sheridan Technical College for $1,000 per month. When she took over as PCAC’s executive director, she found that Higher Vision Ministries was not actually transporting anybody.

When she took over, she saw “some things that were not right.” She and the Consultant looked at the budget and expenditures and saw expenses that needed explanation. She saw the need for Higher Vision Ministries’ drivers to have insurance so that PCAC would not have legal liability. She found that everyone who needed to get to the school was getting there on their own and that Higher Vision Ministries was not doing anything for the $1,000 per month.

In the eyes of Commissioner Sanders, Mr. Wright, and the PCAC board, the Consultant became the “bad person” when she called foul on this $1,000 per month payment, but the PCAC Executive Director did not care because she saw the arrangement with Higher Vision Ministries as putting others at risk.

The PCAC Executive Director wrote a letter notifying Higher Vision Ministries that for the business agreement to continue, the church needed to provide documentation about the rides, including who was transported, mileage, proof of vehicle insurance, and other details. When she sent this letter, everything started to become contentious. The PCAC board knew that Commissioner Sanders and Higher Vision Ministries had a transportation agreement but had no idea that the church was doing nothing. PCAC never received a response to her letter.

In February 2016 PCAC held a board meeting that Commissioner Sanders, who was very upset, attended. He spoke at the start of the meeting for about 15 to 20 minutes. Commissioner Sanders tried to justify the agreement by saying that if no one came to Higher Vision Ministries for transportation during a given time period, then there was nothing more that Higher Vision Ministries needed to do to earn its monthly fee. He said the agreement was not about the money, and that he was allowed to be a consultant to PCAC and still be a Hallandale Beach commissioner. At one point the Consultant interrupted him to opine that he could not get funds and still be a
Hallandale Beach Commissioner who voted on PCAC issues and grants. The commissioner responded that he could take his pastor hat and commissioner hat on and off when needed. He was boastful and told the people in the room what he had done for them and the community. Commissioner Sanders said he introduced PCAC to politicians and other people in the community, and championed their job mission. He got so loud that an Ebenezer Baptist pastor walked in to see what was wrong. When he was done, the commissioner grabbed his coat and walked out without answering any questions. When he left, everyone was very quiet at first.

When the PCAC board members learned that no transportation was taking place, they voted to end the business agreement with Higher Vision Ministries and Commissioner Sanders. The board and treasurer were very angry when they found out that the agreement was a sham. The PCAC Executive Director understood that the real reason PCAC was paying $1,000 per month to Higher Vision Ministries was for the commissioner’s support in acquiring municipal grants and contracts in Hallandale Beach. Commissioner Sanders was voting for PCAC grants and developer community benefit partnerships.

Since the payments to Higher Vision Ministries have stopped, Commissioner Sanders has stopped “opening doors” for PCAC. The PCAC Executive Director believes that Commissioner Sanders is now impeding PCAC’s ability to get funding, as evidenced by a different charitable organization being advanced for the funding roles that PCAC used to get. The director of this newly advanced organization used to only work with youth but now it has taken over the role of providing adult technical recruitment and training at Sheridan Technical College.

One of Commissioner Sanders’s sons worked at PCAC for about one year, performing data entry. He was an hourly employee who showed up late and left work when he felt like it. The PCAC Executive Director dismissed him soon after terminating the payments to Higher Vision Ministries.

7. Interviews of the Consultant

The Consultant met representatives of PCAC through Mrs. Sanders. Mrs. Sanders was not an officer or employee of PCAC but was previously associated with the organization during its prior incarnation as Palms of Hallandale Beach Weed and Seed. PCAC hired the Consultant because it was a five year old, growing organization that had never been audited and merited a review of its organizational structure and processes.

The PCAC Executive Director was extremely troubled by arrangements between PCAC and Commissioner Sanders. When PCAC executives hired the Consultant, they seemed nervous about PCAC’s relationship with the commissioner. The Consultant learned from the PCAC Executive Director that over the preceding year or so, Commissioner Sanders had been receiving $1,000 per month from PCAC purportedly for transporting its trainees. The Consultant was not sure if PCAC paid the $1,000 per month directly to Commissioner Sanders or to his church. Before that, Commissioner Sanders’s son was on the payroll, but the board and executive staff considered that a no-show job and terminated him. Commissioner Sanders was very angry when his son was terminated from PCAC employment.
The PCAC Office Manager was the PCAC Executive Director when a $1,000 per month payment from PCAC to Commissioner Sanders, his ministry, or both was put in place. The Consultant brought the agreement to the board’s attention in February 2016. She did so after a series of conversations with the PCAC Executive Director during which the Consultant learned that Commissioner Sanders was supposed to be transporting PCAC trainees to Sheridan Technical College, but was actually given the monthly $1,000 for doing nothing. There were neither transportation logs nor invoices. Per the PCAC Executive Director, nothing was being done by Commissioner Sanders in exchange for the money except for his continuing to strongly support that Hallandale Beach developers include a percentage of their contracts for PCAC services. After speaking with the PCAC Executive Director and other PCAC employees, the Consultant was convinced that PCAC was afraid that if they did not continue the monthly payments to Commissioner Sanders, he would have killed their funding.

The Consultant telephoned Commissioner Sanders and asked him to provide transportation logs for the services he provided. At first, he said that he did not need to provide them to the Consultant and said that he had already provided them to PCAC. The Consultant checked with the PCAC staff and found that Commissioner Sanders had never provided transportation logs or invoices. When the Consultant confronted Commissioner Sanders with this, he then stated that the Consultant had no right to ask him for these documents and that the money PCAC gave to Commissioner Sanders was not for transportation services but was rather a tithing to Commissioner Sanders’s church.

Commissioner Sanders then came to a PCAC board meeting and stated that he had a consulting contract with them. The board apparently had no knowledge of the arrangement and was stunned. The commissioner told the board not to worry and that he did not have to disclose this arrangement to the city. He added that, if PCAC got rid of the Consultant, he could guarantee that the agency would be in good standing in Hallandale Beach.

8. **Interview of the Grant Monitor**

In her position since October 1, 2014, the Grant Monitor’s work for the city of Hallandale Beach has consisted of meeting with each grantee organization during the first quarter of the fiscal year, verifying its facility exists, and confirming its reports are submitted. At the midway point of the year and the end of the grant fiscal year, the Grant Monitor issues a report on each grantee.

The Grant Monitor and the Hallandale Beach contract administrator tried to establish common, basic standards for Hallandale Beach grant recipients. The annual amount granted to recipient organizations ranged from a low of about $12,000 to a high of about $106,000 annually, which was the amount she believed PCAC received. The Hallandale Beach city commission gave the final approval vote for all grant awards. The Grant Monitor was not aware of any Hallandale Beach city commissioner abstaining from a vote regarding PCAC. That organization’s grant contract was for three years and was subject to yearly renewal.

For the first fiscal year the Grant Monitor examined, October 2014 to September 2015, the city expected PCAC to send ten women to Sheridan Technical College to become certified nurse’s
aides and allocated $17,000 of its $106,000 in grant funds for this effort. Six of those women dropped out of the program. The PCAC grant administrator told the Grant Monitor that each of these participating women got free city bus passes to get to their training, and some of these women got to the classes on their own. During the other ten and one half months during fiscal year 2015, there were no PCAC classes at Sheridan Technical College.

PCAC was a part-time organization that operated four days a week for a total of about twenty hours per week, with administrative costs that were far too high. It largely placed people in minimum wage jobs. It ran two classes that had no relation to job placement, and it was below standard for placing people in jobs and having those placements last more than 90 days. The Grant Monitor noted these concerns in her monitoring reports.

The Grant Monitor was not aware of any arrangement for Higher Vision Ministries to transport PCAC trainees to Sheridan Technical College. It would definitely have been relevant to her to know that PCAC had a $1,000 per month transportation agreement for trainees. It also would have been relevant to know whether some of its grant money was being used to pay a church whose pastor was a commissioner who voted to approve PCAC’s grants. Using grant money to buy bus passes for trainees while at the same time making flat fee monthly payments to Higher Vision Ministries for transportation services would have been duplicative and wasteful.

Additionally, “there would be a conflict of interest and raise some concern” if an organization from which a commissioner derived his primary source of income was voting for PCAC’s grants, all while PCAC was getting grant money as a result of his votes. The Grant Monitor was familiar with Florida law related to conflicts of interest and believed that contract participants needed to keep “at an arm’s length” at all times to avoid conflicts. PCAC’s application for city grants required PCAC to name all of its partners, and it never listed Higher Vision Ministries.

9. **Interview of the Former PCAC Board Vice Chair**

The former vice chair of the board of directors of PCAC first became involved with PCAC in about 2012. During her first year or so there, PCAC seemed to be a success; however, after a year or two, nothing substantive toward her affordable housing interests materialized.

Commissioner Sanders attended two PCAC board meetings. The first of these was in December of 2015, a closed meeting of the executive board. When Commissioner Sanders arrived, the atmosphere became tense. The Consultant or Mr. Wright questioned why Commissioner Sanders was at the meeting and stated that he needed an appointment to present a proposal to PCAC. Commissioner Sanders left within ten minutes. The Consultant stated that Commissioner Sanders was out of order by telling PCAC what to do. The Former PCAC Board Vice Chair kept notes on her iPad from this meeting as follows:

> Finances are out of compliance. 990 has not been filed in two years. Organization is not eligible for any grants until financials are in place. Transportation company does not pick up individuals. They are paid $1,000 per month. Transportation
log needs to be designed with client number each time they pick up a person. 90
day notice need to be in PCAC’s hand. PCAC has spent over $40,000 of service
not rendered. Executive Director salary.

The Consultant educated the PCAC board about many things that it should have known, including
the contents of financial statements that had never been given to it. The Consultant cited two areas
where PCAC was out of compliance. First, an accounting audit showed that PCAC was paying
employees without proper documentation for tax purposes. Second, without documentation to
show whether Commissioner Sanders’s church was actually providing services, PCAC was
improperly paying the church $1,000 per month.

The next time that Commissioner Sanders attended a PCAC meeting was a few months later. That
meeting was very hostile. Commissioner Sanders came to the meeting and spoke without letting
anyone interrupt him for about 15 to 20 minutes. Commissioner Sanders’s ire was primarily
directed at the Consultant, which the Former PCAC Board Vice Chair thought was odd because
Commissioner Sanders was the one who had brought the Consultant to PCAC. The commissioner
treated the Consultant like an enemy. Commissioner Sanders’s demeanor was very forceful, saying
things like “I did this” and “Who are you to tell me this?” The Consultant kept trying to interject,
but Commissioner Sanders would not let her. The Consultant remained calm throughout.

The discussion topic was the propriety of the transportation agreement and the commissioner’s
involvement. During the meeting Commissioner Sanders said, “I don’t need this” and that he
started PCAC under its previous name. Commissioner Sanders was angry because of the
insinuation that he was taking money from the transportation agreement.

After the commissioner left the room, people were wide-eyed. The Consultant said that his
comments were out of order. They then turned the discussion to Mr. Burton, who was sitting next
to the Former PCAC Board Vice Chair during this meeting. Mr. Burton had not been at a meeting
for a while. Some of those present accused Mr. Burton of being in charge of getting funding for
something but not checking in with PCAC or coming to its meetings and alleged that he was
cutting side deals apart from PCAC. At the meeting, the PCAC Executive Director fired Mr.
Burton.

10. Interview of the NuJak CEO

NuJak Companies is headquartered in Lakeland, Florida. The first and only municipal project it
undertook in Hallandale Beach was the combined Scavo, BF James, and South Beach parks
project, which the NuJak CEO described as “the Commissioner’s [Sanders’s] baby.”

Burkhardt Construction was already pursuing the parks project when its head reached out to him.
NuJak and Burkhardt partnered with PCAC for the Hallandale Beach parks project to fulfill the
city’s requirement for a community benefit component. He found PCAC through an internet
search, and read online that they were a regular participant as a Hallandale Beach community
benefit partner. He first spoke with either the PCAC Office Manager, Mr. Wright, or Mr. Burton at PCAC.

All NuJak requests for proposals that were submitted to Hallandale Beach included PCAC. On February 6, 2013, PCAC was also present before the city commission, co-proposing with NuJak and Burkhardt for the commission’s vote. By the time this vote was taken, the NuJak/Burkhardt/PCAC proposal had already made the short list and had received the highest ranking among the other submitted proposals.

Independent of publicly discussed municipal projects, the NuJak CEO was not aware of any business relationship between any city commissioner and PCAC or its representatives.

He has not spoken with Commissioner Sanders outside of the context of city commission meetings.

On June 19, 2013, there were two more commission votes for the ratification of budget documents and the project’s guaranteed maximum price. The commission voted in favor of these items. Again, Burkhardt and PCAC representatives joined NuJak; all three partners stood together to present before the city commission, and all three partners were present for the commission vote.

On November 6, 2013, there was a city commission vote to release funding for the third of the three parks in the project. The commission voted to award the project to the team of NuJak, Burkhardt, and PCAC. Again, the three partners presented together and stood together before the commission.

Commissioner Sanders never abstained from discussing or voting on Hallandale Beach issues involving PCAC in his presence.

Commissioner Sanders approached the NuJak CEO with a flyer and “solicited” him for what he believed may have been a charitable fundraiser for a children’s program at the commissioner’s church. NuJak donated $600 to Higher Vision Ministries on November 6, 2013, the same day the commission voted to release funding on the third park. He has never been to that church and has no idea how big of a church or how many congregants it has. He has a general memory that Commissioner Sanders said it was “his church,” and, knowing that Commissioner Sanders was a minister, he had a general belief that the commissioner may have performed some ministerial duties there. He does not know who the pastor is for Higher Vision Ministries, nor does he know the identities of any of the employees of that church. It is common for NuJak to make small charitable contributions to churches when asked to do so.

The NuJak CEO spoke to a Burkhardt representative, probably the Burkhardt Construction Project Manager, and relayed that Higher Vision Ministries was raising money. He believes that Burkhardt Construction also made a contribution to Higher Vision Ministries.
11. Interview of the Van Driver

The Van Driver had been attending the Higher Vision Ministries church in Hallandale Beach for 17 or 18 years and was one of six ordained deacons for the church. Higher Vision Ministries has one pastor, Anthony Sanders, who is the only paid employee. Commissioner Sanders’s salary as pastor depends on how well the church is doing financially.

Mr. Wright first asked the Van Driver to drive the Higher Vision Ministries van for PCAC. After a few months, Mr. Wright suggested that PCAC should pay the Van Driver for his time. At the time, the Van Driver could not receive any income because he had left employment with the City of Hallandale Beach on disability, so he agreed to tithe his time to the church. The Van Driver originally took job trainees to Sheridan Technical College for their classes on Saturday mornings, but soon those Saturday morning trips expanded to other days. He believes that it was Mr. Wright who made the decision to make the transportation fee $1,000 per month.

The van driving started out strong; the van held 15 passengers and was full at times for trips to Sheridan Technical College. He also transported PCAC trainees to job interviews, to jobs, and waited on PCAC workers at job sites. He went to locations in Hallandale Beach, Miami, Pompano Beach, and Fort Lauderdale. The Van Driver’s son and three of the commissioner’s sons also drove the van, without being paid.

In 2016 Mr. Wright told the Van Driver that the Sheridan Technical College transports were moving to the I-75 location. The Van Driver thought this new location would be too time consuming and never transported PCAC trainees there.

He signed the February 1, 2014, letter on Higher Vision Ministries letterhead about the van transportation, but he did not help create it. He did not know why this letter was needed. The Higher Vision Ministries Bookkeeper telephoned him and told him to come by Higher Vision Ministries. When he did, he read the letter and signed it.

The Van Driver is sure that the commissioner did not vote on matters affecting PCAC. He grew up with government and with Commissioner Sanders, knows that a person should not mix church and city government, and believes that Commissioner Sanders is not the type of person who would do that.

RESPONSES TO THE PRELIMINARY REPORT AND OIG COMMENT

In accordance with Section 12.01(D)(2)(a) of the Charter of Broward County, a preliminary version of this report was provided to the individuals implicated in the report and the City of Hallandale Beach for their discretionary written responses. The OIG received responses from the city (through the city manager), Vice Mayor Keith London, and Commissioner Sanders which are attached and incorporated herein as Appendix A through C, respectively. We appreciate receiving the responses.
1. **Response of the City Of Hallandale Beach**

The city, through City Manager Roger M. Carlton, stated that the community benefit program and the Hallandale Opportunity Project (HOP) have “lost their way” during the past six years for a variety of reasons, including (1) a lack of qualified workers to feed into the programs, (2) the lack of a competitive process or any criteria that would demonstrate the ability of firms and individuals to contribute to the goals of the programs, (3) the lack of standards or criteria for city program monitoring staff to follow, and (4) the city commission’s failure to timely implement program reforms. He also acknowledged that “without equivocation, there has been waste” as a result of poor program management. Mr. Carlton observed that “it is extremely disappointing that there is no outrage in the community about the failure of these programs.”

In his response, Mr. Carlton stated that he would not be recommending terminating either the community benefit program or the HOP. Instead, he stated, he has taken immediate remedial action, including freezing all program payments pending a thorough review and recommendations to the city commission. That review will include possible identification of fraud and abuse that may be referred to the appropriate authorities for their determination.

2. **Response of Keith London**

Vice Mayor London stated that he wanted to clarify that many of the funding approvals made by the city commission and the CRA passed by a majority vote, rather than unanimously. He attached documents reflecting the voting history for the funding approvals as “I felt that this was important to include because the vast majority of the time, my vote was NO.”

3. **Response of Anthony Sanders**

Commissioner Sanders, through his attorney, submitted a response which challenges both the integrity of the OIG investigation and our evidentiary findings. He also impugns the veracity of numerous witnesses, despite the fact that they voluntarily participated in sworn, taped interviews. However, Commissioner Sanders failed to produce any documents or evidence which controvert our findings. In addition, to the extent that he makes new factual assertions, they are contradicted by both the weight of the evidence and the contents of his own previous sworn, taped interview. Accordingly, his response does not alter our determination that there is probable cause to believe that Commissioner Sanders engaged in ethical misconduct.

Commissioner Sanders’s response begins by claiming that the preliminary version of this report was prepared “with a bias” against him that is demonstrated by our failure to properly note that he abstained from certain votes. He ignores the fact that we highlighted those abstentions as a feature of the report, including (1) explaining on page 9 that “[w]e found that the commissioner abstained from voting on eight out of the nine occasions when he was called to vote on items involving

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31 After the attorney for Mr. Sanders submitted the response, Mr. Sanders re-submitted it. There appear to be no material differences in content, but in an abundance of caution, the OIG has also included it in Appendix C.
Eagle’s Wings, Higher Vision Ministries, Palms of Hallandale Beach Weed and Seed, and PCAC until the time his wife appeared to disconnect from PCAC at the end of 2012,” (2) depicting those abstentions on page 10 in OIG Table One, and (3) observing in the conclusions section on page 44 that “[w]hen the city was aware of his and his wife’s relationships with community-based organizations Eagle’s Wings, Palms of Hallandale Beach Weed and Seed, and PCAC, Commissioner Sanders refrained from voting on matters that could benefit those organizations.”

In his response, Commissioner Sanders again claims that a former city attorney advised him that he had no voting conflict. His claim is meritless. As we noted above, in order to be binding at the time, under the State ethics code or the Broward ethics code, a legal opinion must have been in writing from the state Commission on Ethics or the official’s municipal attorney, respectively. Other requirements also apply in order for any legal opinion to be binding. In any event, the commissioner refused to waive the attorney-client communication privilege to enable the OIG to interview the city attorney and corroborate this account.

He also stated that “it is clear that Commissioner Sanders abstained from voting on PCAC matters while his wife worked for PCAC. She stopped working for PCAC in 2012.” In contrast, Mrs. Sanders told the OIG that she worked with PCAC’s new executive director (the PCAC Office Manager) to train her during the first six months of 2013. That training included guidance on PCAC’s grant writing procedures. Mrs. Sanders received three checks from PCAC during 2013 for her services.

He asserts that “the OIG interviewed every African-American contractor … and all of them denied ever being solicited by Commissioner Sanders for funds for himself, Higher Ministries, or his family.” This assertion is false. To the contrary—as reported above—the NuJak CEO informed the OIG that Commissioner Sanders approached him with a flyer and solicited him for what he believed may have been a charitable fundraiser for a children’s program at the commissioner’s church. Specifically, the NuJak CEO stated that “Commissioner Sanders had a flyer for it and someone said hey, you know, you oughta make a, you wanna donate to help pay for. It was something benefitting the children I don’t know exactly what it was, and I said sure.” The NuJak CEO then reiterated that “and he’s soliciting, you know, for some assistance for that church.” After the solicitation by Commissioner Sanders, on the same day of their conversation, the NuJak CEO donated $600 to Higher Vision Ministries.

Similarly, Commissioner Sanders’s claims that to the extent the report suggests that the Sanders family was “hurting financially,” that suggestion “is not supported by any evidence and, again, is pure innuendo that [he] was acting inappropriately or unethically.” The falsity of this claim is again revealed by the state of the evidence, including Commissioner Sanders’s own admissions. He informed the OIG that after his wife left PCAC, she was unemployed for around eight months, and “it hurt us financially.” In addition, Commissioner and Mrs. Sanders jointly filed for personal bankruptcy in May 2013. Significantly, during his interview with the OIG, Commissioner Sanders not only admitted to filing the bankruptcy, but also admitted to failing to disclose the April 2013 check from PCAC to Mrs. Sanders and his parsonage income from Higher Vision Ministries.

Specifically, when asked why he did not disclose the check, Commissioner Sanders replied “No, I
don’t know why. Maybe, ah, just totally forgot. I don’t know.” With regard to the failure to disclose the parsonage income, he stated “I guess it was just omitted. Human error.” He added that “well, if I’m listing what I received, then yes, I guess it should have been.”

Much of the remainder of Commissioner Sanders’s response consists of theories regarding the scope of the investigation, the motivations of witnesses, and his musings on the strength of the evidence and the application of the law. In light of Commissioner Sanders’s contradictory statements and absent the existence of a binding, written legal opinion, the OIG cannot alter its probable cause finding.

CONCLUSIONS

When the city was aware of his and his wife’s relationships with community-based organizations Eagle’s Wings, Palms of Hallandale Beach Weed and Seed, and PCAC, Commissioner Sanders refrained from voting on matters that could benefit those organizations. But when their connections appeared to end in late 2012, Commissioner Sanders resumed voting on items that directly and indirectly benefited PCAC. What the public did not know was that, from January 2013 through December 2015, PCAC paid the commissioner’s wife and two sons approximately $7,588 for consulting and employment and paid his employer Higher Vision Ministries approximately $31,100, purportedly for transporting PCAC trainees to classes. During this same time period, Commissioner Sanders voted to approve direct city funding to PCAC in the amount of approximately $202,450. He also voted to approve $9,869,268 in development contracts that benefited PCAC by approximately $695,870. On the same day he voted to benefit two developers and PCAC, PCAC wrote a $2,000 “Donation/Pastor’s Appreciation” check to Higher Vision Ministries, and he solicited one of the developers to give a $600 contribution to the church. The other developer gave a $500 contribution to the church two days later. When PCAC terminated its agreement with Higher Vision Ministries against Commissioner Sanders’s will, PCAC lost all city-facilitated funding.

We found that PCAC paid Commissioner Sanders’s employer and his immediate family members approximately $38,688 during the same three-year time period during which the commissioner’s official action benefited PCAC approximately $898,320. Commissioner Sanders concurrently continued taking a salary from his employer, continued accepting significant payments from PCAC on behalf of his employer, failed to disclose his voting conflicts to the city commission verbally or in writing, failed to abstain from voting, directly and indirectly solicited developers to give contributions to his employer, and accepted those contributions on behalf of his employer.

Commissioner Sanders violated state ethics laws that (1) prohibit an elected official from voting on measures that he knows would inure to the special private gain or loss of his employer or relative; (2) prohibit a municipal officer from having an employment or contractual relationship that impedes the full and faithful discharge of his public duties; (3) prohibit a public officer from corruptly using or attempting to use his official position or perform his official duties to secure a special privilege, benefit, or exemption for another; (4) prohibit a public officer from soliciting or accepting anything of value to him based upon any understanding that thereby his vote, official action, or judgment would be influenced; and (5) prohibit a public officer or his spouse from accepting anything of value when he
knows or should know that it was given to influence his vote or other action in which he was expected to participate. He also violated the Hallandale Beach city code provisions that (1) prohibit a city official from voting where he has a personal, financial, or organizational interest; (2) require a city official who may receive some benefit not shared by the general public due to a personal, financial, or organizational interest, to disclose the interest in writing; and (3) require a city official to disclose all personal, organizational, and financial interests in a business receiving city funds, directly or indirectly, through an agreement with the city or a city contractor. Finally, the commissioner also violated the Broward code of ethics for elected officials, which prohibits an elected official from engaging in activity that goes against his duty to provide loyal service and honest governance for the residents of his city.

Thus, in accordance with our charter mandate, we are referring this matter to the Florida Commission on Ethics and the Hallandale Beach city commission for whatever action those entities deem appropriate, and we are filing against Commissioner Sanders a Broward County ethics complaint to be tried by an administrative hearing officer.
March 2, 2010

Andre McKenney, Esquire
City Attorney's Office
City of Hallandale Beach
amckenney@hallandalebeachfl.gov

Re: Your inquiry regarding Commissioner Anthony Sanders

Dear Ms. McKenney:

Under the situation presented in our several emails, one to another, it does not appear that a prohibited conflict of interest under Section 112.313(3) or Section 112.313(7), Florida Statutes, would be created for Hallandale Beach City Commissioner Anthony Sanders, due to his spouse's becoming the Weed and Seed site coordinator. Section 112.313(7) only addresses employment or contractual relationships of a public officer, not those of his spouse. Under the first part of Section 112.313(3), the situation presented does not show that the City would be purchasing services from a business entity of which the Commissioner's spouse is an officer. Rather, the situation indicates that the "purchase" would be from Weed and Seed (a Federal Department of Justice program merely hiring the spouse as a contract employee), and that Weed and Seed, not the City, might enter into an agreement with a nonprofit organization of which the Commissioner's spouse is an officer (secretary). Under the second part of Section 112.313(3), the situation does not show that the Commissioner himself holds any status with Weed and Seed or with the nonprofit organization.
However, the Commissioner should declare his wife's relationship to Weed and Seed, abstain from voting, and timely file CE Form 8B (memorandum of voting conflict), regarding any measures/votes of the City Commission concerning Weed and Seed, its funding, or related matters.

Please telephone me if you have any questions.

Sincerely,

C. Christopher Anderson III

C. Christopher Anderson, III
Chief Assistant General Counsel
COMPOSITE EXHIBIT 2
PAY TO THE ORDER OF Jessica Sanders

$1,000.00

One Thousand and 00/100 DOLLARS

Jessica Sanders
615 NW 4th Court
Hallandale Beach, FL 33009

Consulting Services (Grant Writing)

MEMO

AUTHORIZED SIGNATURE

4/5/2013
PALMS COMMUNITY ACTION COALITION
750 N.W. 8th AVENUE
HALLANDALE BEACH, FL 33009
954-457-2993

PAY TO THE ORDER OF Jessica Sanders

One Thousand Five Hundred and 00/100

$1,500.00

Jessica Sanders
615 NW 4th Court
Hallandale Beach, FL 33009

Grant Writer

MEMO

This document contains heat-sensitive ink. Touch or press here - red image disappears with heat.
10/17/2013

$1,000.00

PAY TO THE ORDER OF Jessica Sanders

One Thousand and 00/100

DOLLARS

Consulting Services

MEMO

Jessica Sanders
615 NW 4th Court
Hallandale Beach, FL 33009

AUTHORISED SIGNATURE

[Signature]

Jessica Sanders
615 NW 4th Court
Hallandale Beach, FL 33009
REVITALIZING OUR NEIGHBORHOOD
SOCially, ecoNOMICALLY, AND PHYSICALLY

PCAC TRANSPORTATION AGREEMENT

The agreement is entered into between Palms Community Action Coalition (PCAC) and Higher Vision Ministries.

PCAC agrees to retain Higher Vision Van Ministry for a driver and transportation for participants in the Job Linkage Program to and from Sheridan Technical Center.

Higher Vision Ministries agrees to transport PCAC Job Linkage participants to Sheridan Technical Center weekly.

PCAC agrees to pay Higher Vision Ministries $1000.00 for transportation.

For more information please contact Palms Community Action Coalition Office at:

Administrative Office:
816 NW 1st Avenue
Hallandale Beach, FL 33009

Telephone (954) 505-3873
FAX: (954) 505-4051
Email: palmsaction@gmail.com
EXHIBIT 4
REVITALIZING OUR NEIGHBORHOOD
SOCIALY, ECONOMICALLY, AND PHYSICALLY

PCAC TRANSPORTATION AGREEMENT

The agreement is entered into between Palms Community Action Coalition (PCAC) and Higher Vision Ministries.

PCAC agrees to retain Higher Vision Van Ministry for a driver and transportation for students to and from Sheridan Technical Center.

Higher Vision Ministries agrees to transport PCAC participants to Sheridan Technical Center weekly.

PCAC agrees to pay Higher Vision Ministries $1000.00 for transportation.

Signature PCAC

Signature Higher Vision

For more information please contact Palms Community Action Coalition Office at:

Administrative Office:
816 NW 1st Avenue
Hollywood Beach, FL 33009

Telephone (954) 505-3873
FAX: (954) 505-4061
Email: palmsaction@gmail.com
February 1, 2014

Palms Community Action Coalition
816 NW 1st Avenue
Hallandale Beach, Fl 33009

Re: Higher Vision Ministries’ Church Van

This is verification that the HVM church van will be used by Deacon Von Thomas for transportation of students for trainings with PCAC on a monthly basis as needed. The van shall be kept on the premises of Deacon Thomas and he shall be responsible for scheduling of drivers to assist with the program. Deacon Thomas has requested that all compensation be given back to the Church on his behalf.

Sincerely,

Deacon Von Thomas
Sr. Deacon

Sincerely,

Minister Marjorie Jackson
Finance
PAY TO THE ORDER OF  Higher Vision Ministries

Two Thousand and 00/100 DOLLARS

Higher Vision Ministries
Hallandale Beach, FL 33009

MEMO
Donation/Pastor's Appreciation

00.00

11/6/2013
OIG 16-011

EXHIBIT 7
PAY TO THE ORDER OF Timothy Burton
Two Thousand and 00/100

Two Thousand and 00/100

CASH ONLY IF ALL CHECKS LISTED ON BACK INDICATE NO TAMPERING OR COPYING

MEMO: Love Offering

May 2013

Handwritten Note: [Handwritten note is not legible]

Handwritten Note: [Handwritten note is not legible]

Handwritten Note: [Handwritten note is not legible]
PAY TO THE ORDER OF  Higher Vision Ministries

One Thousand Six Hundred and 00/100

DOLLARS

Higher Vision Ministries
Hallandale Beach, FL 33009

Transportation

MEMO

Higher Vision Ministries
Hallandale Beach, FL 33009

$ 1,600.00

10/23/2014

Authorized Signature
EXHIBIT 9
PAY TO THE ORDER OF Higher Vision Ministries

One Thousand Five Hundred and 00/100

Higher Vision Ministries
Hallandale Beach, FL 33009

MEMO

AUTHORIZED SIGNATURE
PALMS COMMUNITY ACTION COALITION
816 N.W. 1st AVENUE
HALLANDALE BEACH, FL 33009
954-505-3673

PAY TO THE ORDER OF
Higher Vision Ministries

One Thousand and 00/100

$1,000.00

Higher Vision Ministries
Hallandale Beach, FL 33009

MEMO
Transportation

Authorized Signature

BB&T (BRANCH BANKING & TRUST)
HIGHER VISION MINISTRIES INC.
EXHIBIT 11
TO THE ORDER OF
Higher Vision Ministry

Six Hundred Twenty

Dollars

Charity Donation

Billie Kendrick

2003
EXHIBIT 12
BURKHARDT CONSTRUCTION, INC.
1205 ALABAMA AVENUE E-201
WEST PALM BEACH, FL 33401-7049
PH: 561-781-5300

HIGHER VISION MINISTRIES, INC.
632 W. HALLANDALE BEACH BLVD
HALLANDALE BEACH, FL 33009

Five Hundred and No/100 Dollars

Date: 11/08/13

AMOUNT: $500.00

AUTHORIZED SIGNATURE:

[Signature]

Pay to the order of:
Higher Vision Ministries, Inc.

561-781-5300
APPENDIX A
Good afternoon Ladies/Gentlemen,

The attached is being sent on behalf of City Manager Carlton. City Manager Carlton is on vacation and will be available to discuss upon his return to the office, July 17.

Regards,

Nydia

Nydia M. Rafols  |  City of Hallandale Beach  |  400 S. Federal Highway  |  Hallandale Beach, FL  33009
Deputy City Manager  |  Tel: 954-457-1338  |  Fax: 954-457-1454
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DATE: June 5, 2017

TO: Honorable Mayor and City Commissioners/HBCRA Board Chair and Directors

FROM: Roger M. Carlton, City Manager/CRA Executive Director

SUBJECT: Community Benefit Program and Hallandale Opportunity Program

Background:

In 2011 during the height of the Great Recession, the Hallandale Beach City Commission enacted the Community Benefit Program (CBP) along with what was then known as the Neighborhood Employability Enhancement Directive (NEED) Program, but is currently known as the Hallandale Opportunity Project (HOP).

The City created the HOP as a way of coordinating and monitoring the various elements of the CBP. In May 2013, the City codified the CBP under section 23-3 of the City’s Code of Ordinances. This was done with two readings and the support of all five members of the City Commission. The addition of the CBP to the City’s Code of Ordinances (Att.1), began a process that was intended to help Hallandale Beach small contractors gain the experience and capability necessary to operate on their own for the long term.

The CBP was enhanced by the HOP program, which was designed to help Hallandale Beach’s unemployed and underemployed residents gain the necessary job related skills through training and employment opportunities that would enable them to become fully self-sufficient. This process of investing in our local contractors and residents is known as “capacity building,” and when implemented properly is a beneficial utilization of public dollars.

During the past six years, the CBP and HOP programs have lost their way for a complex variety of reasons:

1) The City’s Capital Improvement Program (CIP) in conjunction with private sector developments, have contributed to the CBP and HOP at a rate which has grown so rapidly since the recovery from the Great Recession, that there are not enough small contractors or unemployed/underemployed workers in the City of Hallandale Beach to feed into the programs.
2) A complex mix of firms and individuals were retained by various companies and the City, often without a competitive process or any criteria that would demonstrate their ability or capacity to contribute to the goals of the CBP or HOP. Their functions were ill-defined at best, and their progress payments were made without adequate documentation. As of today, I have directed the Finance Department and the Capital Improvement Division to cease making any payments to consultants, contractors, design/engineering firms and/or individuals under the CBP/HOP program until a complete review of the vendors can be completed. The only exception to this payment freeze will be those individuals or firms who are doing actual physical work, or are in a verifiable training program at a job site, and who are qualified participants due to their employment and residency status.

3) The City employees responsible for monitoring the CBP and HOP were given an impossible task. There were no uniform standards or criteria for the staff to follow, the monitoring staff did not participate in the negotiations of the individual requirements for each project, and the sanctions for failure to meet the various requirements were not proportional to the costs of implementing the requirements. Additionally, the necessary base-line research regarding examples of other community benefit programs that were enacted by local governments across the country (best practices), from which we could model our own CBP or HOP programs was not done. City administrators did not demand the excellence and fair-dealing required for the effective use of public funds. That is our fault, and the City Administration will resolve these issues going forward.

4) The City Commission also needs to shoulder some of the responsibility for the difficulties in this program. The rumors, confrontations, accusations and innuendos regarding abuses in the CBP/HOP are not new. When my predecessor brought a series of reforms on October 19, 2016, these reforms were approved by the City Commission in a 3/2 vote (Att. 2), but were not made a priority. The turmoil that swirled around City Hall at the time, in part, allowed the need to implement the reforms as a priority of the organization to go unmet.

5) It is extremely disappointing that there is no outrage in the community about the failure of these programs. No demands for reform have been publicly made to date. No complaints regarding the fact that public funds, which should have been utilized effectively to build the capacity of local contractors, or help individuals find work can be found.

**Going Forward:**

My training and experience as a professional City Manager tells me to remain dispassionate and make recommendations that are based on analysis and best practices. With apologies to my mentors, I am angry about this situation...very angry. With the complete failure of the Federal and State governments to grapple with and lessen the burden on our disadvantaged residents, that burden falls on local government. Even with the limited resources we have in the City of Hallandale Beach, common-sense effective solutions to provide assistance to
our needy elderly and youth must be found. We must also help our business people and individual workers become self-sufficient. We cannot shoulder that burden alone. We must establish relationships with many existing programs that have local capabilities. We must also eliminate providers that are not contributing to program goals.

To that end, the following actions will be taken effective immediately:

1) All payments made under the CBP and HOP program will be frozen until a thorough review of the programs is made and recommendations brought to the City Commission. The only exception will be payments made to small contractors doing real construction work and qualified individuals doing real work at job sites. Individuals who are in verifiable training programs will also be paid. We will update the City Commission on these procedures as soon as they are developed, which will be the highest priority.

2) Assistant City Manager, Dr. Jeremy Earle, will be responsible for approving all payments and will oversee the development of a new program based on best practices from across the country that will result in capacity building and employability skills within our community in addition to other beneficial programs for our economically disadvantaged citizens. He has been charged to complete this task for City Commission review by September 30, 2017.

3) To be very clear and to allay any rumors, I will not be recommending that we get out of the business of CBP and HOP. The programs will be completely restructured, personnel may be changed and accountability will be meshed with compassion for the disadvantaged throughout our entire community.

4) City staff will be directed to refer all questions regarding the CBP and HOP programs to the City Manager. I can only request that the City Commission comply with this, however, to those employees who report to me, this will be a firm directive.

5) Dr. Earle’s review of the program and recommendations for reform will include an analysis of waste, fraud and abuse. Without equivocation, there has been waste. Fraud and abuse will be determined with help from City Attorney, Jennifer Merino, who has experience in such matters as former legal counsel to the Broward County Office of the Inspector General. If necessary, the results of our review will be brought to the appropriate authorities for their determination. The City Commission should rest assured that the City Administration will make maximum effort to recover any misused funds.

Conclusion:

The failure of a well-meaning program to deliver expected results has the strong potential to be used for purposes that are not related to resolving the issues. In some cases, personal animosity has been given the opportunity to fester. In other cases, the desire to “kill” programs for ideological purposes is used as justification. The decision to reform a program
in order to keep it in existence is often used to support the belief that there is a pattern of behavior to the detriment of one group over another. It should be of concern to all of us that the above examples may lead to the expansion of community tensions.

I only ask everyone to work with the City Administration to improve the CBP and HOP programs, and to channel our collective anger toward a new day of effective, fair-dealing and capacity building for local contractors and self-sufficiency for individuals.

Your patience and support during this time are very much appreciated.

Attachments: as noted

Cc. Jennifer Merino, City Attorney
    Steven Zelkowitz, HBCRA Attorney
    Deputy/Assistant City Managers
    Senior Staff
    George Rich, HOP Administrator
    HBCRA Staff
    Office of Capital Improvements Staff
Inspector General Scott:

First, I would like to thank you and the OIG’s office and staff for all the research and completion of the most recent comprehensive report (OIG 16-011 Preliminary Report - Ethical Misconduct by City of Hallandale Beach Commissioner Anthony Sanders) regarding the City of Hallandale Beach CRA and Community Benefits Plan.

In the detail of the report, there are many general statements regarding the vote by the City Commission/CRA Board of Directors to approve items involved in the report. Although these items did pass by a majority vote, I would like to make a few clarifications to the report as it pertains to my “NO” votes in particular.

Attached, I have provided detailed information as to the voting record of the Hallandale Beach City Commission for the time period discussed in the OIG report. You will see my voting record and I felt this was important to include because the vast majority of time, my vote was NO.

I would appreciate if you could include this information as part of your report moving forward. I request you note within the report that not all members of the City Commission\CRA Board of Directors voted for the mentioned projects.

If you have any questions regarding my request please do not hesitate contacting me directly, in addition please acknowledge receipt of this email.

Sincerely,

Keith S. London, Vice Mayor | City of Hallandale Beach | 400 S. Federal Highway | Hallandale Beach, FL 33009 | C: 954.494.3182 | O: 954.457.1315

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Vice Mayor London Request on votes for items mention in the Broward OIG report dated 07-07-2017 (OIG #16-011)

OIG Table 1: Commissioner Sanders Abstentions
Eagle’s Wings, Higher Vision Ministries, Palms of Hallandale Beach Weed & Seed, and PCAC
September 3, 2008, to May 3, 2017

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<th>ENTITY</th>
<th>ITEM</th>
<th>FORM 8B ON FILE</th>
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<td>Annual budget (grant)</td>
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<td>CRA purchase of real property</td>
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<td>Funding ($35,000)</td>
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<td>07/14/11</td>
<td>Weed &amp; Seed</td>
<td>Funding ($40,000)</td>
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<td>02/15/12</td>
<td>PCAC</td>
<td>CRA participation in Art in Community challenge</td>
<td>Yes</td>
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<tr>
<td>09/19/12</td>
<td>PCAC</td>
<td>Approving CBP grants ($315,213)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Votes:

**09/17/2008 – Unknown**

**MOTION** BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER ROSS TO APPROVE THE ORDINANCE ADOPTING THE TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR 2008-2009, AS AMENDED, ON FIRST READING AND TO SET SECOND READING FOR SEPTEMBER 24, 2008 AT 5:05 PM. The motion carried by a roll call vote as follows:

**AYES:** Commissioner Ross; Vice Mayor Julian; Mayor Cooper

**NAYS:** Commissioner London

(Commissioner Sanders abstained from voting)

**9/24/2008 – Unknown**

**MOTION** BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER ROSS TO ADOPT THE ORDINANCE ON SECOND READING ADOPTING THE ANNUAL BUDGET FOR 2008-2009 FISCAL YEAR, INCLUDING THE GOLDEN ISLES AND THREE ISLANDS SAFE NEIGHBORHOOD DISTRICT BUDGETS AND THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY BUDGET. The motion carried by a roll call vote as follows:
AYES: Commissioners Ross and Sanders; Vice Mayor Julian: Mayor Cooper

NAYS: Commissioner London

(Commissioner Sanders abstained from voting)

2/12/2009 – Higher Vision Ministries

MOTION BY VICE MAYOR JULIAN, SECONDED BY COMMISSIONER ROSS TO PURCHASE 501 N.W. FIRST AVENUE FROM HIGHER VISION MINISTRIES, INC. FOR AN AMOUNT NOT TO EXCEED $235,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL ASSOCIATED DOCUMENTS. The motion carried on a 3/1 voice vote. (Commissioner London voted no; Commissioner Sanders was recused)

7/28/2010 – Eagle’s Wing

MOTION BY DIRECTOR ROSS, SECONDED BY VICE CHAIR JULIAN, TO INCLUDE $50,000 IN THE MISCELLANEOUS DONATIONS ACCOUNT WITHIN THE CRA BUDGET. The Motion carried on a 3/1 Voice vote (Director Sanders abstained and Director London voted No)

MOTION BY VICE CHAIR JULIAN, SECONDED BY DIRECTOR ROSS, TO APPROVE THE CRA CHARITABLE CONTRIBUTIONS AS DISCUSSED BY THE CITY OF HALLANDALE BEACH CRA BOARD OF DIRECTORS. The Motion carried on a 3/1 Voice vote (Director Sanders abstained and Director London voted No).

5/18/2011 – Eagle’s Wing

MOTION BY DIRECTOR LEWY, SECONDED BY CHAIR COOPER, TO PURSUANT TO CHAPTER 23, SECTION 105, AWARD OF CONTRACTS, OF THE CITY OF HALLANDALE BEACH CODE OF ORDINANCES, AWARD RFP # FY 2010-2011-001 FOSTER PARK COMMUNITY CENTER CONSTRUCTION PROJECT CONTRACT TO RECREATIONAL DESIGN & CONSTRUCTION INC. IN AN AMOUNT NOT-TO-EXCEED $1,589,600 AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND FINALIZE THE AGREEMENT; SHOULD NEGOTIATIONS FAIL, AUTHORIZE THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE 3RD RANKED FIRM, D. STEVENSON CONSTRUCTION, INC., SINCE THE 2ND RANKED PROPOSER WAS NON-RESPONSIVE FOR FAILURE TO APPEAR AND MAKE A PRESENTATION; TO AUTHORIZE A 10% CONTINGENCY FOR UNFORESEEN CIRCUMSTANCES; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS AND TO ESTABLISH ACCOUNTS AS NECESSARY TO IMPLEMENT THE PROJECT. The Motion carried on a 2/1 Voice vote (Director London voted No and Vice Chair Sanders was absent from the dais during the hearing of this Item).
7/14/2011 – Eagle’s Wing

Vice Mayor Sanders excused himself from the dais during the presentation and recused himself from voting on the request from Eagle’s Wings Development Center based on the potential Conflict of Interest. (See attached Form 8B which is hereby incorporated and made a part of the official minutes of this Meeting).

Consensus:

- To approve funding in the amount of $35,000.

7/14/2011 – Weed and Seed

Vice Mayor Sanders excused himself from the dais during the presentation and recused himself from voting on the request from Palms of Hallandale Beach Weed and Seed based on the potential Conflict of Interest. (See attached Form 8B which is hereby incorporated and made a part of the official minutes of this Meeting).

Consensus:

- To approve total funding in the amount of $45,000 to be allocated as follows: $20,000 from the Law Enforcement Trust (LET) and the remaining $25,000 from General Fund and/or Community Redevelopment Agency (CRA). Funding will be utilized both for program and operation costs.

Commissioner London left the dais at 9:30 P.M.
2/15/2012 - PCAC

MOTION BY COMMISSIONER LEWY, SECONDED BY COMMISSIONER ROSS, TO APPROVE WITHOUT DEBATE, A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE PROPOSAL SUBMISSION WITH THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY AND PALMS COMMUNITY ACTION COALITION FOR THE COMMUNITY FOUNDATION OF BROWARD ART IN COMMUNITY CHALLENGE REQUEST FOR PROPOSAL; AND TO EXECUTE AN AGREEMENT BETWEEN THE HBCRA, CITY, AND PCAC UPON AWARD OF THE PROPOSAL; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 4/0 Roll Call vote as follows:

AYES: Commissioners Lewy, London and Ross and Mayor Cooper

NAYS: None

ABSTENTIONS: Vice Mayor Sanders

9/19/2012 - PCAC

MOTION BY COMMISSIONER LEWY, SECONDED BY COMMISSIONER LONDON, TO AMEND THE RESOLUTION TO REFLECT TOTAL FUNDING IN THE AMOUNT OF $315,235.00; AND TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING THE COMMUNITY PARTNERSHIP GRANTS FOR FISCAL YEAR 2013; AUTHORIZING THE CITY MANAGER TO EXECUTE COMMUNITY PARTNERSHIP GRANT AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a -3/0 Roll call Vote as follows:

AYES: Commissioners Lewy and London, and Mayor Cooper

NAYS: None

ABSTENTIONS: Vice Mayor Sanders
### 2-19-2013 – Community Partnership Grant

**MOTION** BY VICE CHAIR LEWY, SECONDED BY DIRECTOR SANDERS, TO APPROVE A RESOLUTION OF THE CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE COMMUNITY PARTNERSHIP GRANT AGREEMENT WITH PALMS COMMUNITY ACTION COALITION, INC. FOR A GRANT IN THE AMOUNT OF $50,000; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND DISBURSE THE GRANT; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 3/2 Voice vote (Director Julian and Director Lazarow voted No).

### 8-19-2013 – One year Community Partnership Grant

**MOTION** BY DIRECTOR JULIAN, SECONDED BY DIRECTOR SANDERS, TO APPROVE A RESOLUTION OF THE CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE COMMUNITY PARTNERSHIP GRANT AGREEMENT WITH PALMS COMMUNITY ACTION COALITION, INC. FOR A GRANT IN THE AMOUNT OF $50,000; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND DISBURSE THE GRANT; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 4/1 Roll Call vote as follows:

**AYES:** Directors Julian, Sanders, Vice Chair Lewy and Chair Cooper

**NAYS:** Director Lazarow
MOTION    BY DIRECTOR GRACHOW, SECONDED BY VICE CHAIR JULIAN, TO APPROVE A RESOLUTION OF CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY AWARDING A COMMUNITY PARTNERSHIP GRANT AND APPROVING THE COMMUNITY PARTNERSHIP GRANT AGREEMENT WITH PALMS COMMUNITY ACTION COALITION, INC. FOR A GRANT IN THE AMOUNT OF $102,450; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND DISBURSE THE GRANT; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Roll Call vote as follows:

AYES:    Directors Grachow, Lazarow and Sanders, Vice Chair Julian and Chair Cooper

NAYS:    None
OIG Table 6: Commissioner Sanders Votes That Benefited
PCAC as a Community Benefit Partner, 2013-2015

<table>
<thead>
<tr>
<th>DATE</th>
<th>CONTRACTOR(S)</th>
<th>CITY OR CRA</th>
<th>CONTRACT AMOUNT</th>
<th>PROJECT</th>
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<tr>
<td>2/06/13</td>
<td>Burkhardt19/ NuJak20</td>
<td>City</td>
<td>$190,000</td>
<td>BF James, Joseph Scavo, and South Beach Parks</td>
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<tr>
<td>6/19/13</td>
<td>Burkhardt/ NuJak</td>
<td>CRA</td>
<td>N/A (doc prep only)</td>
<td>OB Johnson Park</td>
</tr>
<tr>
<td>6/19/13</td>
<td>Burkhardt/ NuJak</td>
<td>City</td>
<td>$7,692,418</td>
<td>Scavo Park and BF James Park phase II</td>
</tr>
<tr>
<td>11/6/13</td>
<td>Burkhardt/ NuJak</td>
<td>City</td>
<td>N/A (amendment)</td>
<td>BF James and Scavo Park</td>
</tr>
<tr>
<td>11/18/13</td>
<td>Lanzo Construction21 Calvin Giordano22</td>
<td>CRA23</td>
<td>$768,515, $163,855</td>
<td>NE Drainage Project</td>
</tr>
<tr>
<td>5/21/14</td>
<td>Currie Sowards Aguila Architects24</td>
<td>City25</td>
<td>$900,000</td>
<td>Main Fire Station</td>
</tr>
<tr>
<td>8/5/15</td>
<td>M.D. Stewart and Associates, Inc.26</td>
<td>City &amp; CRA (3-2 vote)</td>
<td>$154,480</td>
<td>Hallandale Opportunity Project</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$9,869,268</strong></td>
<td></td>
</tr>
</tbody>
</table>

**2/06/2013 – Burkhardt/Nujak**

**MOTION**

BY VICE MAYOR LEWY, SECONDED BY COMMISSIONER JULIAN, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARDED THE CONSTRUCTION MANAGER AT RISK (CMAR) RFP FY 2011-2012-13 TO THE HIGHEST RANKED FIRM, BURKHARDT CONSTRUCTION, INC., FOR BOTH PRE-CONSTRUCTION AND CONSTRUCTION PHASE FOR B.F. JAMES, JOSEPH SCAVO, AND SOUTH BEACH PARKS IN AN AMOUNT NOT TO EXCEED $190,000.00 FOR PRECONSTRUCTION SERVICES, AND AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO ENTER INTO NEGOTIATIONS WITH BURKHARDT CONSTRUCTION, INC., AND AFTER SUCCESSFUL NEGOTIATIONS, TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS SET FORTH IN EXHIBIT 1.A.; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Voice vote.

**6/19/2013 – Burkhardt/Nujak**

**CRA:**

**MOTION**

BY COMMISSIONER SANDERS, SECONDED BY MAYOR COOPER, TO DIRECT STAFF TO PREPARE THE BUDGET DOCUMENTS AND FUNDING REQUEST TO THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE DESIGN PHASE OF OB JOHNSON PARK. The Motion carried on a 5/0 Voice vote.
MOTION

BY COMMISSIONER JULIAN, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING THE GUARANTEED MAXIMUM PRICE SUBMITTED BY THE CONSTRUCTION MANAGER AT RISK FOR THE SCAVO PARK AND BF JAMES PARK CONSTRUCTION PROJECTS OF SEVEN MILLION SIX HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED AND SEVENTEEN DOLLARS AND SEVENTY-EIGHT CENTS ($7,692,417.78) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PHASE II CONSTRUCTION SERVICES AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBIT A.1, BETWEEN THE CITY OF HALLANDALE BEACH AND BURKHARDT CONSTRUCTION INC., AND; PROVIDING FOR AN EFFECTIVE DATE. The Motion carried on a 5/0 Roll Call vote as follows:

AYES: Commissioners Julian, Lazarow and Sanders, Vice Mayor Lewy and Mayor Cooper

NAYS: None

11/6/2013 – Burkhardt/Nulak

MOTION

BY COMMISSIONER JULIAN, SECONDED BY COMMISSIONER LAZAROW, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING AMENDMENT TO THE CONSTRUCTION MANAGEMENT AT RISK AGREEMENT SERVICE AGREEMENT, PHASE II CONSTRUCTION SERVICES FOR BF JAMES AND JOSEPH SCAVO PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS IN EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Roll call vote as follows:

AYES: Commissioners Julian, Lazarow and Sanders, Vice Mayor Lewy and Mayor Cooper

NAYS: None
11/18/2013 – Lanzo Construction & Calvin Giordano

MOTION BY VICE CHAIR LEWY, SECONDED BY DIRECTOR LAZAROW, TO APPROVE A RESOLUTION OF THE CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FUNDING OF CHANGE ORDERS SUBMITTED BY LANZO CONSTRUCTION IN THE AMOUNT OF $768,515, AND CALVIN GIORDANO AND ASSOCIATES, INC. IN THE AMOUNT OF $163,855 USING CRA FUNDS PREVIOUSLY ALLOCATED TO THE NE QUADRANT DRAINAGE IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Voice vote.

5/21/2014 – Currie Sowards Aguila Architects

MOTION BY COMMISSIONER LAZAROW, SECONDED BY COMMISSIONER GRACHOW, TO APPROVE A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARDING RFP #FY2013-2014-003, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MAIN FIRE STATION TO THE HIGHEST RANKED FIRM, CURRIE SOWARDS AGUILA ARCHITECTS; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CURRIE SOWARDS AGUILA ARCHITECTS IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBIT 2, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED THOUSAND ($900,000.00) DOLLARS; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE SUCCEEDING RANKED FIRM SHOULD NEGOTIATIONS WITH CURRIE SOWARDS AGUILA ARCHITECTS NOT BE SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE. The Motion carried on a 5/0 Voice vote.

8/5/2015 – M.D. Stewart and Associates Inc.

MOTION BY VICE MAYOR/VICE CHAIR JULIAN, SECONDED BY COMMISSIONER/DIRECTOR SANDERS, TO APPROVE A JOINT RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA AND THE BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE INTERLOCAL AGREEMENT FOR THE HALLANDALE BEACH OPPORTUNITY PROJECT (HOP) TO INCLUDE FUNDING BY THE CITY AND HBCRA FOR THE HALLANDALE BEACH OPPORTUNITY PROJECT; AUTHORIZING THE CITY MANAGER AND THE HBCRA EXECUTIVE DIRECTOR TO EXECUTE THE INTERLOCAL AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBIT "2"; AND PROVIDING FOR AN EFFECTIVE DATE. The Motion passed by 3/2 Roll Call Vote of the City Commission and HBCRA Board of Directors.

AYES: Commissioner/Director Sanders, Vice Mayor/Vice Chair Julian, and Mayor/Chair Cooper.

NAYES: Commissioners/Directors Lazerow and London.
DATE: 8/17/17
TO: John W. Scott, Inspector General
FAX NO.: (954) 357-7857
FROM: James M. Stark
SUBJECT: Anthony Sanders

Total Pages (including cover): 9

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (954) 522-3307.
August 7, 2017

John W. Scott, Inspector General
One North University Drive, Suite 111
Plantation, Florida 33324

Dear Mr. Scott,

I represent the Honorable Anthony Sanders with respect to those issues referenced in your letter to him dated July 7, 2017. I am attaching a Written Response to Preliminary Report of the Office of the Inspector General that was provided to my client on that date. As per your letter, we request that a copy of the response be attached to the Final report as an Appendix.

Sincerely,

JAMES M. STARK

JMS/ks
Enclosures

cc: City Of Hallandale Beach Clerk
CITY OF HALLANDALE BEACH COMMISSIONER ANTHONY SANDERS
RESPONSES TO PRELIMINARY REPORT RE: ETHICAL MISCONDUCT

SUMMARY

The citizens of Broward County in general and the elected officials specifically, have a right to expect that any investigation into ethical misconduct by the Broward Office of the Inspector General, be conducted fairly and impartially.

Anyone with a complete knowledge of this investigation is able to plainly see, this Report was prepared with a bias against Commissioner Sanders. The findings that Commissioner Sanders engaged “in a pattern of misconduct” that violated Florida’s ethics laws ignores the fact that when there was a conflict of interest for the Commissioner on a matter that came before the Commission, there was a pattern of abstaining. (OIG Table I, page 10 of Preliminary Report). This pattern of non-voting is buried in footnotes as is other evidence that is favorable to Commissioner Sanders. He had every right to rely on the advice of the City Attorney.

The Report ignores the fact that PCAC’s contract with Higher Vision Ministries was entered into through a Deacon/Board Member of the church and not with Pastor Sanders. The allegations regarding Jessica Sanders consulting work for PCAC fails to indicate that the “consulting work:” was concluded by January 2013. Again, the City Attorney (at the time) advised Commissioner Sanders that there was no conflict. Mrs. Sanders was not working in any capacity with PCAC at the time of the voting. One son only worked during college breaks through a college intern program that was non-City funds, and no voting at the time.

Commissioner Sanders has denied soliciting any monies from any developer seeking to have a project approved by the Commission, either at City Hall or at any location, for Higher Vision Ministries. The OIG interviewed every African-American contractor for the City of Hallandale Beach, and all of them denied ever being solicited by Commissioner Sanders for funds for himself, Higher Ministries, or his family. This fact should have been made perfectly clear in the Report.
The Report is not accurate. The Investigator didn’t even know the correct history of PCAC. It was originally named Palm Community Development Corporation however the Board decided they wanted to add the word “action” in order to remind them of their purpose. PCAC is still active at this time. It is instructive that, although generally identified, all the people who were interviewed by the OIG are not specifically identified. It is known that the following people were interviewed: (1) Ms. S. Atkins-SFEC (also a Board Member of Weed & Seed and PCAC), (2) Mr. H. Graham-LES, (3) Ms. N. Bacon-PCAC (Part-Time), (4) Mr. A. Lewis-Former PCAC Staff Member, (5) Ms. T. Moore-Former PCAC Staff, and (6) Ms. K. Bacon-PCAC Board Secretary.

It is believed that these witnesses gave testimony which negated or tended to negate the allegations in the Report. This begs the questions as to why their testimony was omitted from the Report. On page 7 of this Report, the statement (in bold lettering) states that “since 1998 Commissioner Sanders was employed by the church.” “He depended on its’ revenues.” Commissioner Sanders in fact worked for the City of Ft. Lauderdale from 1993 until 2007. He and his wife would give in to the church the amount he was paid by the church. From the years under review in the Report, the OIG did not find any additional funds given to Commissioner Sanders or his family members. In fact, Mrs. Jessica Sanders and the Sanders children worked for the church in a volunteer capacity from its inception.

On page 11 of the Report, it states that from 2013 through 2015, PCAC paid the family of Commissioner Sanders approximately $7,588.00 for consulting and employment. From their own investigation, it is clear that Commissioner Sanders abstained from voting on PCAC matters while his wife worked for PCAC. She stopped working for PCAC in 2012. Additionally, Jared Sanders was paid $2,400.00 for a College Intern Program, over a three year period. The monies were paid from non-city funds and there was no voting during that time period and thus nothing for Commissioner Sanders to abstain from. (See table 2 OIG) A.J. Sanders received $1,687.50 for work that was part of a continuation of a program. The employer had verified with the City Attorney that there was no conflict.
The PCAC Executive Director in 2015 seemed to have indicated to the OIG, that she and a consultant were concerned as to whether drivers of the van that provided transportation services to PCAC were insured. The contract did not provide for proof of insurance. The drivers were indeed insured and this fact could have easily been ascertained. The real issue may have been whether PCAC was an additional insured. This is not in the Report because the writer of the Report is attempting to put Higher Vision Ministries and Commissioner Sanders in as bad a light as possible. If a full and fair investigation of the issues were done it would have discovered that there were additional vehicles used for the services. The transportation for an underserved community has always been an issue. Higher Vision Ministries was only providing a needed service which no other organization, including PCAC had the capacity to do to ensure that residents were trained and given opportunities for employment.

The allegations made by the “Consultant” regarding requests for transportation logs and invoices seem to be taken at face value as true. In fact the request was made via text message to Jessica Sanders. The Consultant was informed that the records that were being requested should be attained from PCAC due to the fact that HVM did not keep these records. They were not required to do so in order to receive payment. PCAC was required to maintain these records.

The Report states that AJ Sanders’ employment with PCAC was terminated. AJ Sanders (Son#1 OIG Report) left his employment due to the fact that the Executive Director was never there in order to provide instruction/assignments for the proper performance of his duties. His parents were encouraging AJ to seek gainful employment that would allow him to be self-sufficient or obtain post-secondary education. This fact was easily discoverable, yet the Report wants to use the issue to support the innuendo that PCAC did not get funding after the Commissioner’s family stopped receiving monies from them. The Consultant has her own agenda that the OIG has ignored or discounted in accepting her version of the facts. It is believed that the Consultant instructed the PCAC Board Members not to talk with anyone in the community about the organization, its structure, vision, and goals. In short there are a
variety of reasons as to why the Consultant is not a credible source of information on these matters. It is specifically disputed that Commissioner Sanders went to the Board Meeting, as described on page 22 of the Report, "very angry". He is a part of the community and was a Board Member of Weed and Seed at its inception. He was concerned as to the direction, the new Weed & Seed/PCAC Board Members, Director, and now Consultant, were trying to take the organization. This could have been easily confirmed by looking at the minutes from that meeting that they are referring to.

The Commissioner came to the meeting and explained he only had a limited time because of a prior commitment. The Consultant arrived half an hour late and tried to interrupt a conversation that had already begun. She became antagonistic and combative. Again, there are multiple reasons that she displayed this behavior. Commissioner Sanders never told the Board to dismiss the Consultant, he was the one who recommended her in the first place.

The termination of the HVM transportation agreement with PCAC on page 23 of the Report is confusing, at best. The buried footnote seems to contradict the main body of the Report with respect to Mr. Wright's statements.

The portion of the Report dealing with Commissioner Sanders and Mr. Tim Burton "steering away" business from PCAC is also misleading. Mr. Burton was assigned by the PCAC Board Chair to work with a Contractor for the Fire Station Program. After the bid of the Contractor was successful, the Executive Director of PCAC wanted to take over. The general contractor was not comfortable with that. The City told the Contractor that it was perfectly fine to change Community Benefit Partners. It was at that time the Contractor transitioned to South Florida Educational Development Center.

Mr. Burton had forged a relationship with various contractors; it is not surprising that they followed him to SFEDC as their CBP. Again, the Report buries a footnote that after investigation nothing of value was received by Commissioner Sanders or HVM from SFEDC or any contractor/developer to which Mr. Burton moved his project. Yet, the innuendos are left in the Report. The Report neglects to reference that although Mr.
Burton moved the CBP from the PCAC, PCAC still received $25,000.00 from the contractor for the previous work done by Mr. Burton.

Another example of erroneous facts contained in the Report is found on page 25. The Report states that Palms of Hallandale Beach Weed & Seed federal funding ended in 2012, not 2011. The statement that the Sanders family was hurting financially is not supported by any evidence and, again, is pure innuendo that Commissioner Sanders was acting inappropriately or unethically.

The Report wants to give the impression that there was a quid pro quo for a vote on November 6, 2013 because a check for $2,000.00 from PCAC to HVM is dated the same date. The check was a donation from PCAC to HVM. The Report wants to denigrate that fact due to the date of the check not being written in the anniversary month of the church. The fact of the matter is, churches are in the fund-raising business all the time. The discussion on page 26 of the Report relating to the check is still another example of the bias with which the Report is written. There is zero evidence that Commissioner Sanders got any of the monies from that donation.

No developer was ever solicited for money to HVM. It is believed by Commissioner Sanders that multiple developers/contractors were interviewed by OIG. It is further believed that of all the developers/contractors interviewed by OIG, not one of them said that Commissioner Sanders ever solicited them for funds for the church. This does not appear anywhere in the Report.

It is interesting to note the questioning of this person (J. Brown), the Office Manager of PCAC. She reportedly said she did not know why PCAC paid HVM during months when no transportation was needed. Joy would not be privy to this information because A. Lewis was coordinating this effort. A. Lewis was also authorized to order transportation and report this information to Mr. Wright not to the Office Manager. Why didn’t they ask Mr. Wright, who was the Chair of the Board that entered into the agreement with the Deacon/Board Member and HVM. Why is the propriety of that Contract an ethics issue for Commissioner Sanders, and why aren’t the actions of PCAC regarding that transportation agreement being questioned. The answer is obvious. It is
also interesting to note that the PCAC Office Manager was told that Commissioner Sanders was responsible for her demotion at PCAC in order to promote C. Wright as CEO. That is absolutely not true. Was this a factor in coloring her statement?

There seems to be a number of inconsistencies regarding the meeting of the Board in February 2016, when Commissioner Sanders spoke and was allegedly “angry.” It’s surprising that these inconsistencies are not referenced in the Report.

Commissioner Sanders never indicated that Joy Brown (Office Manager) did not have the credentials and that she should be replaced. Why was she told this? It is clear that Ms. Wright (CEO) and Ms. Parker Cobb (Consultant) are behind this report.

In the section of the Report which deals with the interview of the Grant Monitor, it states that the Grant Monitor was not “aware of any Commissioner abstaining from a vote regarding PCAC” (See page 38 of the Report). From OIG’s own Response, it is clear that Commissioner Sanders abstained from a grant approval vote for PCAC on 9/9/12, which appears to be the three year grant of $105,000.00 per year. How could the Monitor be unaware of PCAC’s transportation agreement with HVM? It seems a stretch of credibility to believe that if the Monitor was doing their job, they would not know of the execution of this agreement.

The Monitor’s unsolicited (or not) opinion of what is a “conflict of interest” is without support for the credentials to make such a judgment. The transportation agreement seems to be a feature of this Report, yet, there are never any questions directed to anyone from PCAC as to how the agreement came into existence, why the agreement came into existence, why the agreement was made, who from PCAC was involved in the formation of the agreement, why, if services were not provided, were funds given to HVM for periods that no services were provided? Who from HVM was involved with the transportation agreement? What was Commissioner Sanders’ involvement, other than being the Pastor at the church.

The Report seems to be a bias and some unspoken agenda. There seems to be questions that were never asked by the OIG, or since the response did not validate the
innuendo it was not included in the report. The whole Report appears to be a script rather than an Investigatory Report.
Good Afternoon Mr. John Scott,

Here is Commissioner Sanders' response to OIG's Preliminary Report.
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The portion of the Report dealing with Commissioner Sanders and Mr. Tim Burton “steering away” business from PCAC is also misleading. Mr. Burton was assigned by the PCAC Board Chair to work with a Contractor for the Fire Station Program. After the bid of the Contractor was successful, the Executive Director of PCAC wanted to take over. The general contractor was not comfortable with that. The City told the Contractor that it was perfectly fine to change Community Benefit Partners. It was at that time the Contractor transitioned to South Florida Educational Development Center.

Mr. Burton had forged a relationship with various contractors; it is not surprising that they followed him to SFEDC as their CBP. Again, the Report buries a footnote that after investigation nothing of value was received by Commissioner Sanders or HVM
from SFEDC or any contractor/developer to which Mr. Burton moved his project. Yet, the innuendos are left in the Report. The Report neglects to reference that although Mr. Burton moved the CBP from the PCAC, PCAC still received $25,000.00 from the contractor for the previous work done by Mr. Burton.

Another example of erroneous facts contained in the Report is found on page 25. The Report states that Palms of Hallandale Beach Weed & Seed federal funding ended in 2012, it actually ended in 2011. The statement that the Sanders family was hurting financially is not supported by any evidence and, again, is pure innuendo that Commissioner Sanders was acting inappropriately or unethically.

The Report wants to give the impression that there was a quid pro quo for a vote on November 6, 2013 because a check for $2,000.00 from PCAC to HVM is dated the same date. The check was a donation from PCAC to HVM. The Report wants to denigrate that fact due to the date of the check not being written in the anniversary month of the church. The fact of the matter is, churches are in the fund-raising business all the time. The discussion on page 26 of the Report relating to the check is still another example of the bias with which the Report is written. There is zero evidence that Commissioner Sanders got any of the monies from that donation.

No developer was ever solicited for money to HVM. It is believed by Commissioner Sanders that multiple developers/contractors were interviewed by OIG. It is further believed that of all the developers/contractors interviewed by OIG, not one of them said that Commissioner Sanders ever solicited them for funds for the church. This does not appear anywhere in the Report.

It is interesting to note the questioning of this person (J. Brown), the Office Manager of PCAC. She reportedly said she did not know why PCAC paid HVM during months when no transportation was needed. J. Brown would not be privy to this information because A. Lewis was also coordinating transportation. He was also authorized to order transportation and report this information to Mr. Wright not to the Office Manager. Why didn’t they ask Mr. Wright, who was the Chair of the Board that entered into the agreement with the Deacon/Board Member and HVM? Why is the
propriety of that Contract an ethics issue for Commissioner Sanders, and why the actions of PCAC regarding that transportation agreement aren’t being questioned? The answer is obvious. It is also interesting to note that the PCAC Office Manager was told that Commissioner Sanders was responsible for her demotion at PCAC in order to promote C. Wright as CEO. That is absolutely not true. Was this a factor in coloring her statement?

There seems to be a number of inconsistencies regarding the meeting of the Board in February 2016, when Commissioner Sanders spoke and was allegedly “angry.” It’s surprising that these inconsistencies are not referenced in the Report.

Commissioner Sanders never indicated that J. Brown (Office Manager) did not have the credentials and that she should be replaced. Why was she told this? It is clear that Ms. Wright (CEO) and Ms. Parker Cobb (Consultant) are behind this report.

In the section of the Report which deals with the interview of the Grant Monitor, it states that the Grant Monitor was not “aware of any Commissioner abstaining from a vote regarding PCAC” (See page 38 of the Report). From OIG’s own Response, it is clear that Commissioner Sanders abstained from a grant approval vote for PCAC on 9/9/12, which appears to be the three year grant of $105,000.00 per year. How could the Monitor be unaware of PCAC’s transportation agreement with HVM? It seems a stretch of credibility to believe that if the Monitor was doing their job, they would not know of the execution of this agreement.

The Monitor’s unsolicited (or not) opinion of what is a “conflict of interest” is without support for the credentials to make such a judgment. The transportation agreement seems to be a feature of this Report, yet, there are never any questions directed to anyone from PCAC as to how the agreement came into existence, why the agreement came into existence, why the agreement was made, who from PCAC was involved in the formation of the agreement, why, if services were not provided, were funds given to HVM for periods that no services were provided? Who from HVM was involved with the transportation agreement? What was Commissioner Sanders’ involvement, other than being the Pastor at the church?
This Report seems to be bias with some unspoken agenda. There seems to be questions that were never asked by the OIG, or since the response did not validate the innuendo it was not included in the report. It is clear that the investigators of this report was not trying to attain the truth. The entire Report appears to be a script rather than an Investigatory Report.