



AGENDA

Meeting #4

Tuesday, April 27, 2021

Join Zoom Meeting

<https://zoom.us/j/93276717866?pwd=RW9HM3IJY3daMHNIOGkxL1RkdFZXZz09>

Meeting ID: 932 7671 7866

Passcode: 157631

Tuesday, April 27, 2021 -- 4:00 p.m.

Mission

Empowering immigrants and others to become self-sufficient, productive and civically engaged.

Hispanic Unity of Florida
Board of Directors Meeting
AGENDA
Tuesday, April 27, 2021

Join Zoom Meeting

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Meeting ID: 932 7671 7866

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We will start the meeting promptly at 4pm

- | | | | | |
|----|--------|--|---|-------------------------------|
| 1. | 4:00pm | Call to Order/ Roll Call | John Guerrero & Juliana Esguerra | |
| 2. | 4:05 | Chair Welcome & Presentations | John Guerrero | <i>pg. 1-6</i> |
| | | • Welcome to Ana Arguello, new HUF Board Member | | |
| 3. | 4:15 | Client Story | Sandra Tobon | Presentation |
| 4. | 4:25 | Finance Committee | | |
| | | • 2020 HUF Financial Audit Presentation | Emma Pfister & Caballero, Fierman, Llerena & Garcia, LLP | Action |
| | | • Approval of School Board of Broward County Lease for 5811/ESOL Program
(Marked up with HUF & Tripp Scott's edits) | | Action <i>pg. 7-19</i> |
| 5. | 4:55 | Marketing Committee | Lesli Franco & Kathy Gallego | Action |
| | | • HUF Brand Manual | | <i>Separate Document</i> |
| 6. | 5:35 | Transition Update | Felipe Pinzon & John Guerrero | Information |
| 7. | 5:45 | Consent Agenda | John Guerrero | Action |

Consent agenda items are items that may not need individual discussion and may be voted as one item. Any Board member wishing to discuss an item may move to have it considered individually.

- | | | |
|--------------|---|------------------|
| <i>i.</i> | Board Minutes March 2021 | <i>pg. 20-21</i> |
| <i>ii.</i> | Finance Committee Minutes, March 2021 | <i>pg. 22-23</i> |
| <i>iii.</i> | Governance Committee Minutes, April 2021 | <i>pg. 24-25</i> |
| <i>iv.</i> | Marketing Committee Minutes, March 2021 | <i>pg. 26-28</i> |
| <i>v.</i> | Public Policy & Advocacy Minutes, April 2021 | <i>pg. 29-30</i> |
| <i>vi.</i> | BOD Electronic Vote – VOIP/Nextiva Phone System | <i>pg. 31-51</i> |
| <i>vii.</i> | Finance Committee – School Board of Broward County Lease | <i>pg. 52</i> |
| <i>viii.</i> | Executive Committee – Gov. DeSantis Sign-on Letter on Covid-19 Vaccination Equity | <i>pg. 53-56</i> |

8. 5:55 pm **Adjourn**

18 Active Board members / 10 required for quorum and vote

Hispanic Unity of Florida
BOARD OF DIRECTORS ATTENDANCE MATRIX

Board Member	Apr 2020	May 2020	June 2020	Jul 2020	Aug 2020	Sept 2020	Oct. 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	March 2021		
ABBATE, Anthony (Tony)	P	E	E	No Meeting / Summer Break	No Meeting / Summer Break	P	P	P	P	A	P	P		
ALVAREZ, Maritza		P	P			P	P	P	P	P	P	A	P	
BELLO, Eduardo	P	P	P			P	P	P	P	P	P	A	P	
CARDOZO, Carolina	P	P	P			P	P	P	P	P	P	P	P	
CUSHING, Giselle	P	P	A			P	P	P	E	P	E	P	P	
DEAPODACA, Jorge						P	E	P	P	P	P	P	P	
FRANCO, Lesli	E	P	P			P	P	E	P	A	P	P	P	
GUERRERO, John	P	P	P			P	P	E	P	P	P	P	P	
HERZ, Dan	P	P	P			P	P	P	P	P	P	P	P	
KARLEN, Scott	P	P	P			P	P	E	A	P	P	P	E	
PARADOWSKI, Christina	P	P	P			P	P	P	P	P	P	P	P	
PENA, Deborah	P	P	P			P	P	P	P	P	A	P	P	
PFISTER, Emma	P	P	P			P	P	E	E	P	P	P	P	
RIVERA, Francisco						P	P	P	P	P	P	P	P	
RODRIGUEZ, Lucia	P	P	P			P	P	P	P	P	P	P	P	
SAMPIER, Steve	P	P	P			P	P	P	P	P	P	P	P	
SCHEVIS, Daniel	P	P	E			P	P	P	P	P	P	P	P	
STONE, Angie	P	P	P			P	P	P	P	P	P	P	P	
Total Board Members	18	18	18					20	20	20	20	18	18	18
Present: P / T= Telephone	17	18	13					19	16	18	19	15	15	17
Excused: E	1	1	4			1	4	1	1	0	1	1		
Absent: A	0	0	1			0	0	1	0	3	2	0		
Board Members Participating	89%	88%	72%			95%	80%	90%	95%	83%	83%	94%		
Board Members Present at the Meeting	94% <i>Zoom</i>	88% <i>Zoom</i>	72% <i>Zoom</i>			95% <i>Zoom</i>	80% <i>Zoom</i>	90% <i>Zoom</i>	95% <i>Zoom</i>	83% <i>Zoom</i>	83% <i>Zoom</i>	94% <i>Zoom</i>		

Ana Arguello, Publix

Email address *

acac11@gmail.com

I am interested in serving as a volunteer leader with HUF (either on its Board of Directors or on one of its committees) because: *

I am a child of immigrants who struggled to assimilate in a country they were forced to flee to due to war. Thankfully my parents were granted asylum and made the US their new home while they taught me and my 3 brother and sisters strong work ethics, self assurance (even when they struggled with their own), and to never give up on our dreams. Growing up, I witnessed my parents' struggles to find support and assistance in their community. My hope is to be a part of the HUF family to help immigrants struggling to assimilate, just like my parents, and offer them the proper tools and assistance that I wish my parents could have received 40 years ago. This is just one of the small ways that I feel I can honor my parents and all their hard work.

First Name *

Ana

Last Name *

Arguello

Primary Affiliation/Organization *

Publix Super Markets, Inc.

Additional Affiliation(s)/Organization(s)

Mailing Address *

7350 SW 89 Street #1205s, Miami, Fl. 33156

City, State and Zip Code *

Miami, Fl. 33156

Phone Number *

786.281.5118

Age *

36 to 45 ▼

Gender *

Female ▼

Professional Background *

- For-profit Organization
- Non-profit Organizaztion
- Government (Local, State)
- Government (Federal, Foreign)
- Other:

Expertise/Special Skills (Check all that apply) *

- Accounting /CPA
- Business
- Strategic planning
- Management
- Marketing/Public Relations/Media expertise
- Nonprofit Board governance experience
- Non-profit management experience
- Banking/Financial Services
- Information Technology
- Legal/Compliance
- Risk Management
- Human Resources
- Public Policy/Advocacy/Government Relations experience
- Investment and Asset Management experience
- Other:

Other board service/board training

Assessment of level of interest in serving *

	1	2	3	4	5	
Very Interested	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Not Interested at All

Available Time and Commitment to serve *

How much time/commitment are you able to share with HUF? Please consider travel & current commitments.

	1	2	3	4	5	
High Level of Time & Commitment	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Low Level of Time & Commitment

Assessment Fundraising Potential *

Assessment of giving & getting potential

	1	2	3	4	5	
High Level of Fundraising	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Low Level of Fundraising

Referral or Connection Source

First and Last Name of individual you have a connection to at HUF.

Josie Bacallao by way of Nicole Krauss

Additional Information

Travel for work and school may restrict my time commitment on occasions, but I will do my best to show the highest level of commitment when possible.

Hispanic Unity of Florida - Interviewer Summary
Prospective Board Member Interview Questions

NAME: Ana Arguello

DATE: 1/15/2021

Interviewed by: Angie Stone & Christina Paradowski

Key Considerations:

To be shared and discussed at Governance Committee

- 1. What unique or needed skill sets does this individual bring to board? (Special skills, fundraising ability, access, funding, etc.)**

Ana's strength is in marketing and communications. Personally, her energy and passion for the organization will drive her ability for fundraising (already being involved with social media campaigns), and her relationship as a Publix employee.

- 1. Does the individual have the passion for our mission?**

Yes. No doubt in this area. One of Ana's statements was "I wonder how my family's experience would have been different if an organization like HUF was available?" She not only believes in the work of HUF, she understands personally the importance and impact the work of the organization has on individuals and families. Ana shared that serving on the HUF Board would be an opportunity to honor the struggles of her family and all of their hard work enduring during their assimilation to the US as they were forced to flee their country due to war.

- 2. Does the individual have the time and commitment to serve?**

Ana has a very motivated and energetic personality with a strong desire to serve. We discussed the reality of HUF Board expectations, and she did not see any concerns with time or financial commitments as a board member.

- 3. What diversity does this individual bring to board? (Age, background, nationality, perspective, geography?)**

Ana is a young professional, and will bring a younger perspective to the board, as well as the perspective of a child of immigrants (rather than an immigrant herself).

- 4. Does this individual have the potential to be Chair of HUF in the future? (Consensus builder, previous board OFFICER experience, management experience)**

With Ana's demeanor and drive for getting things done, I have no reservations that she would be a candidate for Board leadership once she has some HUF specific Board experience behind her.

- 5. Does someone on the board know this person? Her/his recommendation?**

Josie Bacallao by way of Nicole Krauss

Recommendation: Yes Or No for board membership?

Yes - Ana comes highly recommended for board membership.

If yes, what committee will she/he serve on?

Ana already serves on the Marketing committee, and would continue here.

Assigned Mentor: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this ____ day of _____, 2021, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HISPANIC UNITY OF FLORIDA, INC.
(hereinafter referred to as "Lessor"),
whose principal place of business is
5840 Johnson Street, Hollywood, Florida 33021

WHEREAS, pursuant to an existing lease agreement which expires on May 31, 2021, the SBBC leases approximately 2,424 square feet of space for Community School South from the Lessor located at 5811 Johnson Street, Hollywood, Florida 33021 (the "**Leased Premises**"); and

WHEREAS, SBBC desires to enter into a new lease of the Leased Premises to commence after expiration of the current lease, with an initial term of three (3) years, and allowance for the potential of one additional three (3) year renewal period; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Lease Term.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Lease Agreement shall be for a period of three (3) years commencing on June 1, 2021 and concluding on May 31, 2024, and may at the sole discretion of SBBC, be renewable for one additional three (3) year period.

2.02 **Leased Premises.** The SBBC shall lease the following described property: 2,424 rentable square feet in the Lessor’s Building located at 5811 Johnson Street, Hollywood, Florida, herein referred to as “Leased Premises” as more particularly described in **Exhibit A**, attached hereto, and incorporated herein for the Renewal Term(s) (defined below), at the rental terms and upon the other provisions set forth herein.

2.03 **Renewal Option.** The Lessor and SBBC (together, the “Parties”) agree that SBBC shall have a renewal option subject to the following conditions: (i) SBBC shall not be in default of its obligations under the Lease or any other agreement with the Lessor at the time SBBC exercises such option to renew nor at the commencement of the pertinent renewal period, and (ii) SBBC shall provide Lessor with written notice exercising SBBC’s right to renew (such notice is to be delivered not less than ninety (90) days before termination of the Renewal Term). SBBC’s renewal shall be on the same terms and conditions as set forth in this Lease, provided that the annual rent during the Renewal Term shall be adjusted at the beginning of the renewal term in the manner set forth in Section 2.05(B).

2.04 **Hours of Operation.** The Leased Premises may be used twenty-four (24) hours a day for seven (7) days per week and for any lawful purpose.

2.05 **Rental.**

A. The fixed rent, including Common Area Maintenance (CAM) and certain utilities, as defined in Section 2.13, shall be payable on the first day of each month as described below for the term of this Lease Agreement:

<u>Year - Term</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
1 - June 1, 2021 – May 31, 2022	\$4,436.76	\$53,241.12
2 - June 1, 2022 – May 31, 2023	\$4,569.86	\$54,838.32
3 - June 1, 2023 – May 31, 2024	\$4,706.96	\$56,483.47

B. If SBBC elects to renew the lease for three (3) additional years (the “Renewal Term”), the fixed rent, including Common Area Maintenance (CAM) and certain utilities as defined in Section 2.13 ~~hereinbelow~~ herein below shall be payable on the first day of each month in the amounts set forth below for the Renewal Term:

<u>Year - Term</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
4 - June 1, 2024 – May 31, 2025	\$4,848.16	\$58,177.97
5 - June 1, 2025 – May 31, 2026	\$4,993.61	\$59,923.31
6 - June 1, 2026 – May 31, 2027	\$5,143.42	\$61,721.01

2.06 **ADA.** The Lessor hereby represents ~~that the Leased Premises meets all accessibility requirements~~ Lessor is not aware of any violation in the Leased Premises of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act,

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except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

2.07 **Asbestos.** The Lessor hereby represents that the Leased Premises is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facilities (SREF), whichever is more stringent.

2.08 **Transfer.** The SBBC shall not assign or sublet the Leased Premises in this lease, or use said Leased Premises or any part thereof, for any purpose other than set out in the Lease Agreement without consent of the Lessor.

2.09 **Condition of Leased Premises.** SBBC shall accept the Leased Premises as they are at the time of occupancy. Removal or change of location of any appliance of equipment, occasioned by the SBBC's use of said Leased Premises, shall be made by the SBBC at the SBBC's expense, but no such removal or change shall be made without prior written approval by the Lessor (which approval shall not unreasonably be withheld). Any appliance or equipment removed or relocated by SBBC shall be replaced as found.

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2.10 **Heating and Air Conditioning.** The Lessor agrees to furnish to the SBBC heating and air conditioning for the Leased Premises during the term of the Lease Agreement at the expense of the Lessor. Heating and air conditioning services shall be provided for the days and times as indicated in paragraph 2.04 above.

2.11 **Light Fixtures.** The Lessor agrees to maintain in the Leased Premises light fixtures installed for the use of the SBBC. SBBC shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for the purpose of furnishing light.

2.12 **Maintenance Repairs.** The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, subject to the exclusions set forth in the subsections herein below.

2.12.1 The Lessor shall maintain and keep in good repair the exterior of the Leased Premises during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the Leased Premises, except that if such breakage or damage is caused to the exterior of the Leased Premises by ~~the~~ SBBC, its officers, agents, employees, invitees or guests, then SBBC shall be responsible for the replacement of all windows, doors, and ancillary fixtures broken and damaged at the Leased Premises.

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2.12.2 The Lessor shall keep the exterior in good order and repair, neat and clean, and generally in a safe and sanitary condition.

2.12.3 SBBC shall keep the interior neat and clean and in a generally safe and sanitary condition.

2.12.4 SBBC shall, at its sole cost and expense, undertake and provide for the cleaning of the Leased Premises. Lessor shall, at its sole cost and expense, undertake and provide for the cleaning of all other areas of the property other than the Leased Premises.

2.12.5 The Lessor shall maintain and keep in good repair all sidewalks and paved parking areas on the premises, except that SBBC shall repair damage to such areas caused by SBBC, its officers, agents, employees, invitees, and guests.

2.12.6 SBBC shall promptly give Lessor written notice of any Lessor responsible repairs pursuant to this Section, after which Lessor shall have a reasonable opportunity to repair. If Lessor refuses or neglects to commence necessary repairs, replacements, restorations, or maintenance within ten (10) days after receipt of written demand by SBBC, or does not adequately complete the same within a reasonable time thereafter, SBBC may, but shall not be obligated to, undertake such necessary repairs, replacements, restorations, or maintenance without incurring liability to Lessor for any loss or damage that may accrue to Lessor as a result of SBBC doing so. If SBBC undertakes such repairs, replacements, restorations, or maintenance, SBBC shall be allowed to deduct the reasonable costs incurred by SBBC in doing so from SBBC's remaining or future payments of Rent.

2.13 **Utilities.** The Lessor will promptly pay for all gas, water, power and electric light rates or charges which may become payable during the term of this Lease Agreement for the gas, water and electricity used by the SBBC on the Leased Premises, except as provided below. SBBC will promptly pay for electricity consumed by SBBC within the Leased Premises and telephone services for the Leased Premises. The parties acknowledge that the Leased Premises shall for electrical purposes be separately metered. In no event will the Lessor be liable for any interruption or failure in the supply of any of the Utilities, regardless of cause.

2.14 **Insurance.** SBBC shall maintain in full force and effect during the term of this Lease Agreement public liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Lease Agreement of the Leased Premises or otherwise arising out of any act or occurrence at the Leased Premises. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name Lessor, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Lessor may designate as additional insured. At least one week prior to the first day of this Lease Agreement, SBBC shall furnish a certificate of insurance evidencing that such insurance is in effect and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days' notice.

2.15 **Inspection of Lessor's Records by SBBC.** The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Lease Agreement that are in dispute upon providing reasonable written notice to Lessor. The inspection of records to take place at the Lessor's place of business within two (2) weeks of SBBC's request.

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2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Principal, Community School South
The School Board of Broward County, Florida
1300 SW 32nd Court
Fort Lauderdale, Florida 33315

To Lessor: President/CEO
Hispanic Unity of Florida, Inc.
5840 Johnson Street
Hollywood, Florida 33021

With a Copy to: Chief ~~Operations~~ Financial Officer
Hispanic Unity of Florida, Inc.
5840 Johnson Street
Hollywood, Florida 33021

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2.17 **Liability.** This section shall survive the termination of all performance or obligations under this Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

2.17.1 To the extent permitted by law, Lessor and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Lease Agreement.

2.17.2 Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

2.17.3 Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

2.17.4 Nothing contained herein is intended nor shall be construed to waive either party's right, immunities, and limits under the common law or Section 768.28, Florida Statutes.

2.17.4 SBBC agrees to notify Lessor about any claim or potential claim against Lessor as soon as possible after the SBBC learns of the claim or potential claim.

2.18 **Parking.** SBBC shall have access and use to three (3) reserved parking spaces located directly in front of the property for use by teachers and staff. SBBC shall also have access and use three (3) parking areas, to include parking spaces located adjacent to the Leased Premises and two parking areas located across the street from the Leased Premises for use by teachers, staff, students and SBBC guest. The parking spaces herein described are depicted in **Exhibit B**. SBBC shall have access to the parking spaces during the Hours of Operation outlined in Paragraph 2.04. Lessor shall keep and maintain the parking area adjacent to and across the street from the Leased Premises in good condition to allow for parking.

2.19 **Alterations, Improvements and Additions:** SBBC shall make no alterations, improvements or additions to the Leased Premises without Lessor's sole and express written consent. Such consent will not be reasonably withheld or delayed. In addition to Florida Statute, Section 713.10 (2) (a), any Notice of Commencement for any work allowed by Lessor and performed for SBBC on the Leased Premises, must comply with F.S. 713-13 as amended or substituted statute therefore, with Lessor being designated to receive notices and a copy provided to Lessor, and such contractor and plans must be approved in writing by Lessor prior to commencement of any work. SBBC shall promptly pay all contractors, suppliers and laborers, and strictly follow all requirements of Florida's Construction Lien law so as to minimize the possibility of any lien attaching to the Leased Premises. SBBC assumes any and all liability for work done to the Leased Premises under SBBC's direction and all work shall be of good quality workmanship with high quality materials by licensed contractors in accordance with applicable building codes. Upon termination of this **Agreement**, SBBC, at its expense, shall **return** the Leased Premises to **Lessor** in its **original condition**, ordinary wear and tear excepted. All alterations, improvements or modifications must be removed so that the Leased Premises are returned by SBBC to Lessor in its original condition, unless otherwise agreed upon in writing by the Parties.

2.20 **Construction Liens and Encumbrances:** In accordance with the applicable provisions of the Florida Construction's Lien Law and specifically Florida Statutes, Section 713.10, no interest of Lessor, whether personally or in the Leased Premises, or in any improvements thereon or of which the Leased Premises are a part or the leasehold interest aforesaid shall be subject to liens for improvements made by SBBC or caused to be made by SBBC hereunder. Further, SBBC acknowledges that SBBC, with respect to improvements or alterations

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made by SBBC or caused to be made by SBBC hereunder, shall promptly notify the contractor making such improvements to the Leased Premises of this provision exculpating Lessor's liability for such liens. Notwithstanding the foregoing, if any Construction's lien or other lien, attachment, judgement, execution, writ, charge or encumbrance is filed against the Leased Premises or this leasehold, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of SBBC or any of SBBC's agents, SBBC will discharge same of record or bond the lien off the property within twenty (20) days after being notified of the lien filing by Lessor. If the SBBC fails to discharge or bond off the lien within twenty (20) days after notification, Lessor, in addition to all other available rights and remedies, may discharge the same of record by payment, bonding or otherwise, as Lessor may elect, and upon request, SBBC will reimburse Lessor for all costs and expenses so incurred by Lessor. Lessor may, but shall not be obligated to, record a short form of this Agreement prohibiting such liability pursuant to F.S. 713.10.

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ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease Agreement. None of the parties intend to directly or substantially benefit a third party by this Lease Agreement. The parties agree that there are no third party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Lease Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Lease Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the Lessor or the Lessor's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Lease Agreement may be canceled with or without cause by either party during the term of this Lease Agreement hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Lease Agreement. Lessor shall have no liability for any property left on the Leased Premises after the termination of this Lease Agreement. SBBC agrees that any of its property placed upon the Leased Premises pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Lease Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Lease Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Lease Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Lease Agreement, this Lease Agreement may be terminated by SBBC at the end of the annual period for which funds have been allocated. SBBC shall provide the Lessor with ninety (90) days' notice before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Lease Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Contractor shall keep and maintain public records required by SBBC to perform the services required under this Lease Agreement. Upon request from SBBC's custodian of public records, Contractor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease Agreement's term and following completion of the Lease Agreement if Contractor does not transfer the public records to SBBC. Upon completion of the Lease Agreement, Contractor shall transfer, at no cost, to SBBC all public records in

possession of Contractor or keep and maintain public records required by SBBC to perform the services required under the Lease Agreement. If Contractor transfer all public records to SBBC upon completion of the Lease Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Lease Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Lease Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Lease Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Lease Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the

State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Lease Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Exhibit A** and **B** attached hereto and referenced herein shall be deemed to be incorporated into this Lease Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Lease Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Lease Agreement, nor in any way affect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Lease Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Lease Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** ~~Except for the timely payment of rent by SBBC required to be paid under this Lease Agreement, neither~~ party shall be obligated to perform any duty, requirement or obligation under this Lease Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Lease Agreement.

3.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease Agreement.

3.26 **Counterparts and Multiple Originals.** This Lease Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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3.27 **Authority.** Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

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FOR LESSOR

(Corporate Seal)

HISPANIC UNITY OF FLORIDA, INC.

ATTEST:

By: _____
Josie Bacallao, President/CEO

Virginia Cielo-Basurto, COO/~~CEO~~

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-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Lessor Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____ of _____
Josie Bacallao
Hispanic Unity of Florida, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
(Type of Identification)

My Commission Expires: _____

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

Hispanic Unity of Florida
Board of Directors Meeting
Zoom Meeting Minutes
March 9, 2021

Call to Order/ Roll Call

At 4:00pm

Chair Welcome & Presentations

John Guerrero launched the meeting with the recognition of two individuals who have supported HUF in numerous ways for many years: Guillermo “Willy” Gomez and Charles “Chuck” Tatelbaum. He indicated he was excited and honored to induct both as Board Member Emeritus.

- **Guillermo “Willy” Gomez – Board Emeritus Induction**

John Guerrero thanked Guillermo “Willy” Gomez for supporting HUF. He presented highlights and facts about his professional and personal life. He also mentioned Willy Gomez joined HUF’s Board of Directors in 2014. He served as Chair and Past Chair, participated in different committees, led the Development Committee for several years, and led HUF’s Strategic Plan Refresh in 2019. He also held and underwrote a Board social at his home, assisted HUF in securing a \$834,000 PPP/SBA loan during the COVID-19 pandemic, involved one of his team members, Maguana Jean in HUF’s Marketing Committee, and actively participated in HUF’s events. John Guerrero indicated he wishes Willy can remain involved as much as possible in the Board and mentioned it has been a pleasure getting to know him. He made official his Board Member Emeritus status, and mentioned Willy received an art piece as an acknowledgement. Willy Gomez indicated he was flattered for this recognition.

Lucia Rodriguez indicated Willy Gomez has been a mentor for her. She mentioned all members of the Board are going to miss him, and she hopes he can keep attending some meetings. She indicated it has been amazing to have the opportunity to work with him. Josie Bacallao thanked him for his leadership as Board member. She mentioned his support to HUF has been remarkable, especially while he was Chair of the Board. Felipe Pinzon also highlighted his leadership skills and thanked him for all his feedback throughout the years. Dan Schevis and John Guerrero recognized his leadership and support.

- **Charles “Chuck” Tatelbaum – Board Emeritus Induction**

John Guerrero presented highlights and facts about Chuck Tatelbaum’s professional and personal life. He indicated he joined HUF’s Board of Directors in 2014. He served as Chair, then Past-Chair and participated in many committees. He held and underwrote a donor recognition event at his home, held and underwrote 3 HUF Board retreats at his office, and introduced HUF’s current Board Chair-Elect, Christina Paradowski. He has provided ongoing legal support to the organization for major projects, has actively participated in HUF’s events, and invited several individuals to attend Empowerment Tours. Additionally, he participated in 2 major foundation pitches. John Guerrero made official his Board Member Emeritus status, and mentioned Chuck also received an art piece as recognition.

Christina Paradowski thanked Chuck for being a mentor and for introducing her to HUF. Lucia Rodriguez highlighted his leadership skills and thanked him for being an inspiration to everyone. Felipe Pinzon indicated he is grateful for his trust and confidence in him. Josie Bacallao thanked him for his interest, involvement, and leadership.

Emma Pfister, Angie Stone, Barbara Grevior, Jorge DeApodaca, and Steve Sampier, thanked both new Board Member Emeriti for their leadership and guidance.

Strategic Planning

Josie Bacallao presented highlights from HUF's history using the organization's 35th Anniversary eBook as a reference. She indicated she wanted to do this, since HUF is starting to look towards its 40th anniversary, which will take place in 2022. At the end of the presentation, she mentioned the organization has served approximately 466,000 clients during the last 39 years. John Guerrero thanked Josie for the presentation and indicated it is important to talk about HUF's cause occasionally, since sometimes the Board gets too busy in the day-to-day endeavors of working for the organization.

- **2021 Priority Goals by Committee**

John Guerrero mentioned they included a static version of the main Strategic Goals of each committee in the monthly Board package, as requested by the members of the Board. From now on, as they discuss different topics, it will be easier for them to go back to these goals.

Governance Committee

- **Governance Strategic Goal: Board Recruitment**

Tony Abbate indicated the Governance Committee is happy to report there is a solid list of potential candidates for HUF's Board of Directors. These candidates are in different stages of the nomination process. One of them has completed and was approved to be presented to the Board: Ana Arguello, who currently serves at the Marketing Committee. He mentioned she has shown a high level of commitment to the organization and is a very strong candidate.

Angie Stone mentioned she and Christina Paradowski interviewed Ana Arguello in January. She has been serving the Marketing Committee and has demonstrated passion and commitment to HUF. Additionally, she works for Publix, a corporate partner to HUF. Angie indicated she has a lot of energy and she is well aligned with HUF's mission. Christina Paradowski added Ana Arguello is looking to get involved with the Board of Directors because she really believes in the organization. Ana wants to support HUF with her time and expertise. Both members indicated they strongly recommend Ana for a seat in HUF's Board of Directors.

Motion

Lesli Cartaya-Franco motioned to accept Ana Arguello as a new member of HUF's Board of Directors. Lucia Rodriguez provided the second. The motion passed unanimously.

Tony Abbate shared with the Board the list of additional candidates that are being considered by the Governance Committee. John Guerrero highlighted Myrna Monserrat, who recently joined the Finance Committee and is very talented. He also mentioned Alejandro Alvarez Loscher, who will join the same committee, and will provide legal expertise. He encouraged the members of the Board to contact both to get to know them. Tony Abbate indicated the Governance Committee is also happy to announce HUF recently received the application of Dr. Jeffrey Nasse, Interim College Provost and Senior Vice President for Academic Affairs at Broward College. The committee is also working to get the application of Dean Beto Juarez, from NSU's Shepard Broad College of Law. John Guerrero highlighted they have a list of strong candidates and they are attracting great professionals and experts in different subjects.

Consent Agenda

Motion

Carolina Cardozo motioned to accept the consent agenda. Tony Abbate provided the second. Motion passed.

General Meeting Adjourned

5:00pm

Executive Session

Board Chair, John Guerrero met with the board members in executive session.

Hispanic Unity of Florida
Finance Committee Meeting Minutes
March 18, 2021

Attendance:

5 members present –Ms. Pfister, Mr. Karlen, Mr. Tatelbaum, Ms. Pena and Ms. Lissette Rodriguez

3 members excused –Mr. Nazur, Mr. Bacher and Mr. Guerrero

8 non-voting members present – Ms. Paradowski, Ms. Bacallao, Mr. McGuire, Ms. Cielo, Ms. Wilson, Ms. Derrick, Ms. Esguerra (temp member), and Ms. Monserrat (guest).

1 non-voting member excused – Mr. Pinzon

Open Meeting:

Ms. Pfister called the meeting to order at 8:30am.

Temporary Employee COVID-19 Supplemental Policy:

Ms. Derrick presented the proposed “Employee COVID-19 Supplemental Program (TECSP)” policy. If approved and needed, this policy would take effect after September 30, 2021. She indicated the original policy, implementing the mandatory “Families First Coronavirus Response Act (FFCRA) Emergency Paid Sick Leave”, ended on December 31st, 2020. It was then extended voluntarily until the end of March 2021. Currently, the U.S. Government indicated it will extend the voluntary program until September 30th, 2021. Ms. Derrick specified; if needed, the proposed policy would take effect once this current voluntary program extension ends.

Ms. Bacallao clarified that if the policy is approved, HUF will need to set aside \$15,000 from the Paycheck Protection Program (PPP) loan to cover financial relief for employees that need it after September 2021.

Motion: Motion to approve the “Employee COVID-19 Supplemental Policy”, if needed after September 2021, made by Mr. Tatelbaum. Second made by Mr. Karlen. No comments were made. Motion passed.

VOIP Phone System:

Ms. Derrick presented HUF’s recommendation to convert HUF’s communication system to a Voice over Internet Protocol (VoIP) system using the vendor Nextiva (after comparing competition and getting input from HUF’s IT provider Wheelhouse IT). The change would decrease long-term costs, provide analytics to the organization, and improve the communication with clients. By implementing Nextiva, HUF would approximately \$9,800 in the first year and a minimum of \$11,000 savings in year two and beyond. Additionally, HUF’s IT provider has extensive experience implementing and supporting the Nextiva platform, and they recommended it as the best option for HUF.

Motion: Motion to approve the conversion of HUF’s communication system to Nextiva’s Voice over Internet Protocol (VoIP) system and to present the recommendation to the Board of Directors made by Mr. Karlen. Second made by Mr. Tatelbaum. No comments were made. Motion passed.

Program Update:

Ms. Bacallao notified the members of the committee HUF is reaching out to the funders of VITA, since the tax season was recently extended by the IRS to help pay for the increased costs.

With all the changing COVID-19 data, the leadership team has continued to monitor and has continued to revise the re-opening plans.

Mr. Pinzon met with the Health Foundation of South Florida (HFSF) to analyze future options of services around new ways to get involved in efforts around the COVID-19 pandemic.

New PPP:

Ms. Cielo indicated she believed HUF qualifies for the new Paycheck Protection Program (PPP) and could receive up to about \$100,000. She plans to submit a second loan application by the March 31, 2021 deadline.

Audit Calendar:

Ms. Cielo shared that HUF's audit calendar with an audit committee meeting on the 14th of April to review audit report, allowing 1 day for revisions. The Board of Directors will receive the draft and vote at the 27th of April. All the emails will be ready to be sent on April 29 to HUF funders, which will allow HUF to meet the April 30th deadline.

LOC Pay Down Recommendation:

Ms. Cielo indicated HUF's line of credit is collateralized by the organization's receivables and promises to give. She listed all receivables HUF had by March 15th and analyzed this information. Ms. Cielo proposed to pay between \$250,000 and \$300,000, using funds from the original Paycheck Protection Program (PPP) loan.

Next Finance Committee Meeting is Scheduled for Thursday April 22, 2021



**Governance Committee Meeting Minutes
April 2, 2021**

Present on Zoom:

Tony Abbate, John Guerrero, Christina Paradowski, Jorge DeApodaca, Angie Stone, Josie Bacallao, Felipe Pinzon, and Juliana Esguerra

Excused:

Steve Sampier, Maritza Álvarez, Barbara Grevior, Maria Elena Ferrer, and Melida Akiti

Next Steps/Action Items:

1. Tony Abbate will reach out to Dr. Jeffrey Nasse, Interim College Provost and Senior Vice President for Academic Affairs at Broward College, who applied to HUF's Board of Directors.
2. Christina Paradowski will work on a draft of proposed revisions to HUF's Bylaws and will present it to the members of the Bylaws & Board Structure Sub-Committee, and then to the Governance Committee members for their review.
3. Felipe Pinzon will discuss the concept of an Ancillary Group (with focus on fundraising) with other CEO's to determine its success, challenges and how its executed.

Discussions:

1. Approval of March 5, 2021 Minutes

Motion to approve March 2021 minutes made by Christina Paradowski. Second made by John Guerrero. No comments were made. Motion passed.

2. Recruitment

a) Dr. Jeffrey Nasse (Broward College) and Felipe Pinzón discussion with Broward College Chief of Staff

Felipe Pinzón shared with the members of the committee he had a conversation with Isabel Gonzalez, Chief of Staff and Vice President of Communications and Community Relations at Broward College. During their meeting, Isabel mentioned she was the one who asked Dr. Jeffrey Nasse to apply to HUF's Board of Directors. She also indicated the office of President Gregory Haile is directly recommending Dr. Nasse, who currently serves as Interim College Provost and Senior Vice President for Academic Affairs at Broward College.

Tony Abbate indicated he knows Dr. Nasse personally and he thinks he is a great candidate for HUF's Board of Directors. Since Felipe Pinzón already had a conversation with Broward College, the Governance Committee members should start analyzing his application. Tony mentioned he will reach out to Dr. Nasse to continue with this process. If everything goes as planned, the Governance Committee will be able to vote and define if they present his nomination to the Board of Directors during May's meeting.

b) Dean Beto Juarez

Tony Abbate indicated that both him and Josie Bacallao have been trying to contact Dean Beto Juarez from NSU's Shepard Broad College of Law, but they have not received an answer. Josie Bacallao suggested to ask Charles "Chuck" Tatelbaum to contact him for the last time, but she mentioned Dean Juarez unresponsiveness during this phase of the process is not encouraging. Tony Abbate recommended not to insist and wait to see if he reaches out to HUF in the future.

c) Ana Arguello – orientation, next steps

Josie Bacallao shared with the members of the committee, Ana Arguello, new member of HUF's Board of Directors, has sent all required documentation and has been very responsive. She indicated John Guerrero has been doing a great job sending her emails to keep her engaged. Additionally, HUF staff has been working to advance the first phase of her onboarding process. Ana is only missing her orientation, which will be conducted once they have other new Board members that need to go through this process.

3. Board Member Engagement Self-Reporting



Angie Stone indicated the 2021 Board Member Engagement Self-Reporting dashboard is ready. She added a page for the new Board of Directors member, Ana Arguello. Thanks to this tool, there is now information available for 2020, 2021 and 2022. Angie will file the information related to previous years to avoid any changes in the formulas.

She also mentioned she worked with Steve Sampier in a succession planning document some years ago. Since the document has been untouched for the last 1.5 years, she will update it. This document will show visibility, different engagement pieces, and succession planning strategies, among others. John Guerrero indicated he walked Ana Arguello through this document during one of their meetings, and he thinks it is a great tool.

4. Bylaws & Board Structure Sub-Committee Update

Christina Paradowski indicated she has no substantive updates related to this matter. She will work on a draft of proposed revisions to HUF's Bylaws, and will present it to the members of the Bylaws & Board Structure Sub-Committee, and then to the Governance Committee members for their review.

5. Advisory Committee Concept

Jorge DeApodaca reminded the members of the committee they are currently exploring the idea of creating a group for select individuals that have great economic resources and admire HUF, but do not have the time to be part of its Board of Directors. He indicated other organizations, such as United Way, have created similar groups that successfully support their fundraising efforts. The group should include major individual donors, corporations and foundations that would like to get involved with HUF. Jorge notified the committee he shared the idea with Hiram Montero and Charles "Chuck" Tatelbaum, to determine if they are interested in becoming founding members of this group. "Chuck" Tatelbaum indicated he has several commitments, and Hiram Montero has not replied yet.

Tony Abbate shared the email sent by Jorge DeApodaca to the two potential founding members with the committee. Josie Bacallao indicated Jorge did a great job laying out the idea. She mentioned they need to define the mission, description, and the role of this group, as well as the criteria for membership, before proceeding. Angie Stone mentioned they also need to define if the group will have a maximum number of members, as well as any monetary gift requirements related to participation.

Jorge DeApodaca mentioned the group will need logistic support from HUF's staff. Felipe Pinzón indicated they need to have a deeper conversation around this topic. There will be some challenges, and HUF will probably have to increase its capacity in order to be able to support the new group. He also asked the members of the committee what the main goal of this advisory group will be. Tony Abbate indicated the group will support the Board, and it will be in charge of raising funds, special projects, and advocating for HUF. The group will work close to HUF's development area.

Tony Abbate mentioned he would like to present the idea to the members of the Board to get their input and ask for their support in identifying potential founding members. John Guerrero indicated it is important to identify at least one individual that will assume this challenge, as well as to have more clarity before presenting the idea to the Board. Jorge DeApodaca suggested to mention it to the Board members during April's meeting, in order to share with them the main idea. John Guerrero indicated they could mention it during the next Board of Directors meeting.

Felipe Pinzon indicated he would like to discuss the idea with CEOs of other nonprofits to get their feedback before they move forward with the creation of the group. Tony Abbate agreed with this and mentioned Felipe's discussion with other organizations will help them get a better sense of how an idea like this would work for HUF.

6. Other Business/Updates. None

Next Meeting:
Friday, May 7, 2021 @9am



Marketing Committee Minutes Microsoft Teams Meeting March 10, 2021

Teams Meeting: Lesli Cartaya-Franco, Ana Arguello, Maguana Jean, Christopher Dongo, Francisco Rivera, Christina Paradowski, Lucia Rodriguez, Josie Bacallao, Felipe Pinzón, Katherin Gallego, Fabio Storti (Creative Director - Doghaus), Shani Wilson and Juliana Esguerra.

Excused: None

Action Items:

1. Kathy Gallego will send the committee a version of the vertical logo with the tagline under it as FYI.
2. Kathy Gallego and Fabio Storti will include an example of the proper way to use secondary colors.
3. Lesli Cartaya-Franco will share with the members of the committee the final version of the proposal, once Kathy Gallego and Fabio Storti make the suggested edits.
4. Lesli Cartaya-Franco and Kathy Gallego will send reminders to the members of the committee every 2 weeks, for them to update the transition plan document.

1) Roll call

2) Approval of February 3, 2021 minutes

Motion to approve February 2021 minutes made by Ana Arguello. Second made by Maguana Jean. Motion passed.

3) Brand Guidelines

Lesli Cartaya-Franco indicated Kathy Gallego has been working since 2020 with Fabio Storti, Creative Director of the graphic design firm Doghaus Creative, to complete HUF's brand guidelines. They were going to share with the committee the visual representation and guidelines developed throughout this process.

Kathy Gallego mentioned their main objective has been to use elements of the brand consistency and fortify it. They established important elements such as logos, usage of the tagline, define brand colors and HUF's visual identity. She shared with the committee an overview of HUF's proposed introduction and the organization's values, vision and mission.

Fabio Storti presented HUF's logo with the added tagline. Additionally, he presented the acceptable logo variations and the brand colors defined, in order to



keep the branding consistent. He also shared the departmental sub-brand logos. Kathy Gallego mentioned that HUF is using the department logos. She indicated they want to have consistency among programs, and to attain this, they did a research on big companies that have multiple sub-brands, such as FedEx.

Francisco Rivera and Lucia Rodriguez indicated they really like the visual representation and guidelines developed. Lucia suggested to add the tagline under the logo, to have another option. Kathy Gallego indicated she would send this version to the members of the committee. Chris Dongo mentioned red is usually associated with principles that are opposed to HUF's values. This color should be restricted as much as possible. Lesli Cartaya-Franco indicated the American Disabilities Act (ADA) Guidelines recommend not to use red, if possible. They should include the percentage and correct way in which the brand colors should be used to avoid any problems. Chris Dongo agreed with Lesli and indicated there should be some guidance on how to use primary and secondary colors in general.

Josie Bacallao indicated HUF's image has always been very clean. Once the visual representation and guidelines are approved, they will develop templates that the staff will use. Lesli Cartaya-Franco suggested to add an example of the correct way to use the established secondary colors. Fabio Storti agreed and indicated they will add an example of a poster they developed recently.

Fabio Storti presented the decision tree they developed to guide the staff on the correct way to use the logo and department logos, as well as the typographies that should be used in different scenarios. Additionally, he shared with the committee HUF's proposed visual identity. He indicated they want to show diversity and the organization's impact, by only sharing photos of clients having success. Chris Dongo mentioned the proposal is refreshing and he considers it is very clean. Lesli Cartaya-Franco agreed, and suggested for them to create a template for social media posts, email signatures and business card templates.

Fabio Storti mentioned the next step will be to create the new HUF website, which would tie-in everything very nicely. This will be done once the guidelines are approved. Josie Bacallao indicated Kathy Gallego will be having conversations with HUF's staff to better understand the experience different audiences want to have when using the new website. Francisco Rivera indicated he would like to get involved and support HUF in analyzing the user journey.

Lesli Cartaya-Franco indicated she is excited to see the commitment of the committee with this project. She asked Fabio Storti and Kathy Gallego to work on the suggested edits. She will share the final version with the committee once Kathy sends it to her.



4) Update Transition Initiatives

Lesli Cartaya-Franco asked the members of the committee to share the progress, challenges and plans they have in relation to the transition plan. She already started working with Felipe Pinzon on his personal brand. Once they define it, they will start working on media training.

Kathy Gallego shared Felipe had a photoshoot and will be interviewed by a reporter from El Sentinel next week. Felipe Pinzon indicated he started meeting with funders, has participated in community events and task forces, and has been able to get to know new stakeholders. He is also working on stories about himself, in order to keep developing his personal brand.

Lesli Cartaya-Franco indicated that moving forward, they will send the members of the committee reminders to go over the transition plan document every 2 weeks and update it when necessary. This will allow all members to know the specific things each one of them is working on, and measure the progress made.

Christina Paradowski was introduced by Lesli Cartaya-Franco to the members of the committee. Lesli indicated she will be the Chair of HUF's Board of Directors in 2022. Christina will be attending the committee to be informed regarding the plans the Marketing Committee has.

Next Meeting
Wednesday, April 14th, 2021
9:00am



Public Policy & Advocacy Committee Meeting Minutes April 9, 2021—Zoom Meeting

Present:

Dick Blattner, Carolina Cardozo, John Guerrero, Dr. Maria Bernal, Megan Turetsky, Alejandro D. Gonzalez, Josie Bacallao, Otto Valenzuela, Felipe Pinzón and Juliana Esguerra

Excused:

Dan Schevis, Robby Holroyd and Julie Fishman

Next Steps/Action Items:

- 1) Carolina Cardozo and Otto Valenzuela will work on the draft of HUF's Public Policy and Advocacy Handbook. They will present the document to the committee when they have a first draft.

Discussions

1) **Approve March 2021 Meeting Minutes**

Dick Blattner motioned to approve the March 2021 minutes. Megan Turetsky provided the second. Motion passed.

2) **HUF Public Policy Handbook**

Carolina Cardozo started the meeting with the "United Way of Broward County's Public Policy Handbook". The document was attached to the meeting's agenda. She asked the members of the committee if they think HUF should adopt a similar handbook to guide the agency's public policy and advocacy efforts. Alejandro Gonzalez indicated it would be a good idea to adopt a similar document, to formalize the purpose and role of the committee. The document should contain guiding principles, as well as the committee's general strategy. Additionally, it should serve as a guide to select new committee members. The handbook should be a living document that is analyzed and edited as the agency's goals change.

Carolina Cardozo agreed with Alejandro Gonzalez' comments. The handbook should adapt to different circumstances. This document would be helpful for HUF's Board of Directors since it would provide in depth information about the mission of the Public Policy and Advocacy committee. Josie Bacallao indicated she agrees with the idea of moving forward with the creation of a handbook. The document could also provide a framework for Felipe Pinzon once he becomes HUF's CEO. It could also help HUF's staff and Board members get involved in the agency's public policy and advocacy efforts. Carolina Cardozo indicated that she is also exploring, along with John Guerrero, the idea of having a workshop to share and suggest different ways in which the Board can get involved.

John Guerrero indicated it is a good idea to have a handbook that describes the structure and framework of HUF's Public Policy and Advocacy committee. He asked Alejandro Gonzalez to explain the way in which United Way of Broward County achieves members of the community being aligned with the topics the organization supports. Alejandro Gonzalez indicated United Way of Broward County involves different stakeholders in the discussions during which they determine the organization's position on different issues. Additionally, they only choose topics that are aligned with United Way's mission. Felipe Pinzon agreed with Alejandro Gonzalez and indicated it is important to involve different stakeholders in the conversation. He indicated Josie Bacallao and have been doing this all along. He also mentioned they have used United Way of Broward County's Public Policy agenda to guide much of HUF's work.

Since there was consensus among the committee members, Josie Bacallao proposed to focus on defining the next steps to create the handbook. Carolina Cardozo volunteered to create a first draft; Otto Valenzuela will be helping her. They will present the document to the committee once a first draft is completed. The draft will provide guidance to any Board or staff member that wants to know more about the mission of the



Public Policy and Advocacy committee. It will also be a practical guide for potential committee members and for anyone who wants to engage in advocacy on behalf of HUF. Carolina Cardozo asked committee members to share any other documents that might serve as a guide to create this draft. Josie Bacallao suggested Dan Schevis could also help in the creation of the handbook, since he has a lot of experience in this matter.

3) Florida Legislative Update

In relation to housing, House Bill 5401 and Senate Bill 2512 will cut affordable housing funds by two thirds; the Sadowski Fund will be drastically reduced. Alejandro Gonzalez indicated that moving forward, there is an opportunity to work on sea level rise and septic tank allocation. This is where they could play a major advocacy role in the future. These topics are directly related to climate gentrification.

Josie Bacallao indicated it is possible that the Medicaid expansion for post-partum women gets increased from 90 days to a full year. HUF is working with the House of Representatives to make sure this goes through. She also informed the members of the committee that the Government is thinking about reducing Medicaid. This will have a major impact on young individuals. Alejandro Gonzalez indicated the Senate is the one that is not moving on this matter.

Megan Turetsky mentioned Healthy Start will see significant cuts due to the Senate's approved budget for the 2021-22 fiscal year. This is a cause of concern, but the House of Representatives will include this topic in the discussion about increasing the budget. Alejandro Gonzalez asked if there is anything the members of the committee can do to help on this matter. Megan Turetsky mentioned they are focusing on the Senate. If possible, they could help by putting some pressure on Senator Aaron Bean and other members of that delegation.

On the education front, Josie Bacallao indicated HUF has been able to receive significant backing on the Native Language topic. The organization was able to secure the support of Representatives LaMarca and Bartleman. Rep LaMarca has committed to co-sponsor a similar bill next year. It is encouraging to know they have the support of some key Republican representatives. She also mentioned HUF is reaching out to the U.S. Congress as part of the agency's work with UnidosUS. UnidosUS is advocating on topics related to health, food, economic development, education, and immigration, all of which are aligned with HUF's mission and with the Children of Immigrant Families Coalition. HUF had a good reconnection with Representative Diaz-Balart and received some feedback in relation to the "Farm Act" and the "Dream Act", both supported by him. Josie Bacallao also mentioned HUF is working on the Community ID topic. Legal Aid has signed up as the lead agency on this issue. They are hoping to be able to move this forward.

Next Meeting: Friday, May 14, 2021 @9am

Hispanic Unity of Florida

**March 2021 Vote on Selection of Nextiva for VOIP System
(see page 2 for vote language)**

	BOARD MEMBER	Nextiva / VOIP Vendor
1.	ABBATE, Anthony (Tony)	
2.	ALVAREZ, Maritza	Y
3.	BELLO, Eduardo	Y
4.	CARDOZO, Carolina	Y
5.	CUSHING, Giselle	
6.	DEPODACA, Jorge	
7.	FRANCO, Lesli C.	Y
8.	GUERRERO, John	Y
9.	HERZ, Daniel	Y
10.	KARLEN, Scott	Y
11.	PARADOWSKI, Christina	Y
12.	PENA, Deborah	
13.	PFISTER, Emma (Motion)	Y
14.	RIVERA, Francisco (2 ND)	Y
15.	RODRIGUEZ, Lucia	Y
16.	SAMPIER, Steve	Y
17.	SCHEVIS, Dan	Y
18.	STONE, Angie	Y
	14 out of 18 Board Members Voted and 14 Voted Yes	14

Sent 3/26/21

Vote closed on 3/31/21

Subject: ACTION: Please vote on new phone system for HUF

Dear Fellow HUF Board Members:

Since December, the HUF team have been working on researching and vetting a variety of phone systems for HUF. Guiding the work was Wheelhouse (HUF's new IT provider) and a broker who specializes in phone systems.

HUF considered four providers including AT&T its current vendor. HUF specifically looked at moving toward a VOIP (Voice Over Internet Protocol) platform and virtually eliminating the need for physical phones with the exception of the front desk and other select placements.

Bottom line: VOIP will allow tremendous flexibility in routing, forwarding and tracking calls while providing tremendous analytics and reporting. And, it will save HUF money!

Board Vote

Last week, Leessa Derrick reviewed with the Finance Committee an analysis of each system as well as a detailed financial analysis.

Complete package attached.

The Finance Committee unanimously voted in favor of the change. (Myrna Monserrat a new Finance Committee member and Citrix employee, will be consulting with Leessa Derrick and Josie Bacallao on phone configurations and implementation.)

Motion: I motion to approve Nextiva as HUF's new phone vendor and approve HUF entering into an agreement by March 31, 2021.

Please respond to me and copy Josie Bacallao (as she needs to track the votes for HUF's records) with your vote as soon as you can but no later than Saturday, March 27, 2021.

Recommendation

Vendor: Select Nextiva for the VOIP system

(Wheelhouse have assisted more than a dozen customers in transitioning to this vendor.)

Cost Implications:

- Year 1 Savings: \$9,801
- Year 2 Savings: \$11,303

Why make the change?

The new phone system will:

- Decrease costs long-term
- Provide valuable analytics to inform call flow design and staffing needs
- Improve our communication gaps servicing clients and the community via virtual and onsite means

Thank you for your prompt attention to this and as always for all you do for HUF!

Best regards,

Emma Pfister

HISPANIC UNITY OF FLORIDA, INC.

VoIP Communication System Conversion
Finance Committee Presentation
March 18, 2021

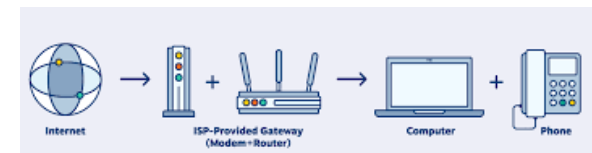


EXECUTIVE SUMMARY

- HUF technology team members have been exploring options for improved telecommunications. This led to identifying Voice over Internet Protocol (VoIP) systems as the best practice.
- Our current system has outdated equipment, increasing costs, poor customer service and a lack of timely complaint resolutions.
- After thorough research, we are recommending HUF switch from the current provider to a Nextiva cloud-based platform.

➤ This decision will:

- Decrease costs long-term
- Provide valuable analytics to inform call flow design and staffing needs
- Improve our communication gaps servicing clients and the community via virtual and onsite means



PROCESS: HOW WE ARRIVED AT THE RECOMMENDATION



WORKED WITH CONSULTANT (TLG) TO IDENTIFY THE BEST PROVIDERS FOR VoIP



REVIEWED QUOTES AND SCHEDULED DEMOS



WHIT RECOMMENDED



CHECKED REFERENCES & DID THOROUGH RESEARCH ON VOIP SYSTEMS AND CONVERSIONS



PRESENTED TO STAFF FOR FEEDBACK AND ADDRESSED QUESTIONS



RANKED PLANS



ANALYZED COSTS AND POTENTIAL SAVINGS

WEIGHTED SELECTION CRITERIA MATRIX

Criteria	Weight	WHIT CHOICE		
		4 Yr Contract 75 Users	3 Yr Contract 75 Users	3 Yr Contract 75 Users
		Ring Central	Nextiva	IPFone
Price for Value (Features)	40%	\$7,141.23	\$1,901.25	\$2,306.25
Additional Equip. Costs	7%	\$2,404.00	\$99.00	\$5,958.00
Ease of Use	15%	X	X	
Time to Implement	5%	X	X	
Local Customer Support	10%			X
IP or Cloud-based	3%	X	X	X
Bandwidth Needed	3%	X	X	X
Free Portability	4%	X	X	X
Existing Equip Compatability	5%			
References (3) rated over 6/10	5%		X	X
Free Install & Training	2%		X	X
BBB Complaints	1%			X
Total Weight Possible	100%	77%	84%	75%

VOIP PROVIDER PLAN DECISION FACTORS

	WHIT RECOMMENDS		
	Ring Central	Nextiva	IPFone
Industry Status:	Voted #1 by Business.org	Voted #2 by Business.org	Not rated on List of 13 Top
Company Stats:	CA Company - Est. 1999	AZ Company - Est. 2001	FL Company - Est. 2000
BBB Report:	170 BBB Complaints per year	71 BBB Complaints per year	0 BBB Complaints on record
Plan Type:	Initial Investment-Std. Plan	Initial Investment -Enterprise Plan	Initial Investment-Cisco Webex Premium
Physicaql Phones:	Add new Desk Phones (35)	Free Desk Phones (40)	Add New Desk Phones (35)
Monthly Costs:	Recurring - \$2,241.23/month	Recurring - \$1,901.25/month	Recurring - \$2,306.25/month
Annual Costs:	\$26,894.76/year	\$22,815.00/year	\$27,675.00/year
Taxes/Fees:	+applicable taxes & surcharges	+applicable taxes & surcharges	+applicable taxes & surcharges
Bandwidth Needed:	90k per concurrent call	80k per concurrent call	10Mg bandwidth recommended
IT Consultant Vote:	WHIT uses this system	WHIT has installed for clients	WHIT does NOT recommend
Install Deployment Timeline	2 -4 months implementation	2 -4 months implementation	2 -4 months implementation

TRUE COSTS
ANALYSIS

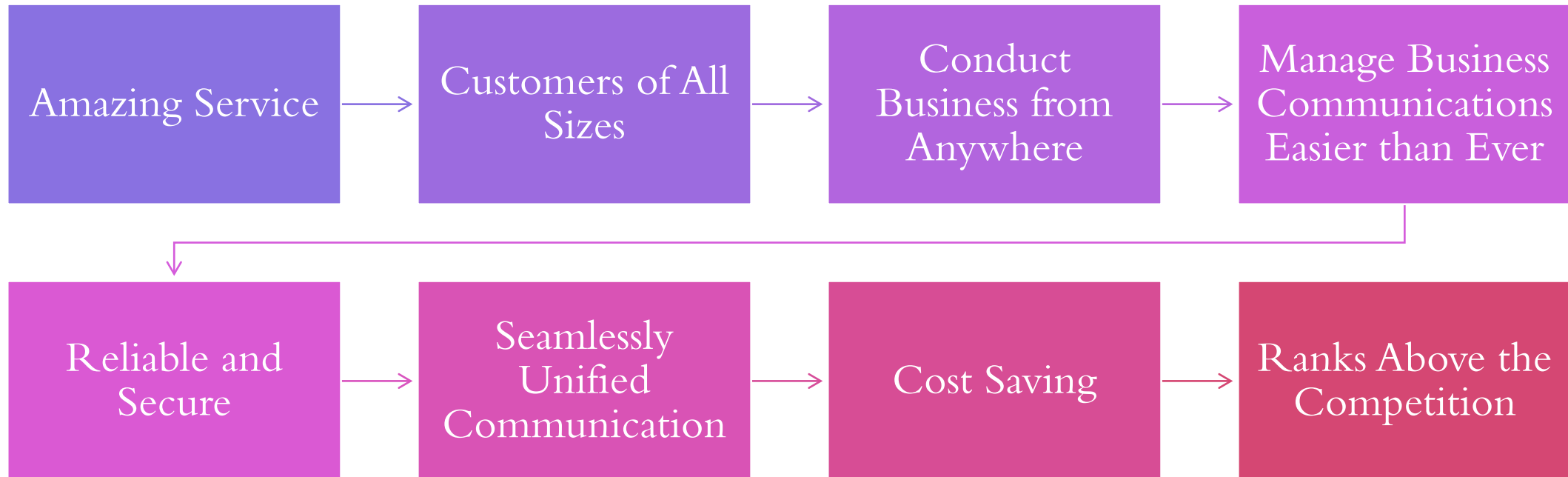
COSTS TO
SWITCH TO
NEXTIVA FROM
ATT

Nextiva Plan:	\$1,901.25	monthly
Recep. Phone	\$99.00	one-time
ATT Concurrent Phase:	\$4,254.32	2 months
Avaya Termination:	\$654.00	6 months contract left
ATT Termination:	\$12,769.88	
Current ATT Costs:	\$25,525.92	annual

YEAR 1:	Annual Cost Savings Projections	
Nextiva New Plan	\$22,815.00	Annual
Nextiva Phones	\$99.00	one time
ATT Concurrent Use	\$4,254.32	2 months - lines forwarded to Nextiva platform
Avaya Term	\$654.00	6 months
ATT Term	\$12,769.88	15 months
ATT Svc Cancelled	(\$21,271.60)	10 months cancelled
Nextiva Switch Credit	(\$9,519.60)	special offer to switch from ATT
Year 1 Savings:	\$9,801.00	

WHY NEXTIVA

THE ADVANTAGES



NEXTIVA PROVIDES

GREAT PLATFORM WITH:

OVERVIEW AND RELIABILITY

- Reliable network so we never miss a beat with our customers
- We will always be informed
- Get help right when we need it and whenever we need it
- Monitoring and security 24/7
- Diverse network
- SD-WAN support
- Speed test

CERTIFICATES AND COMPLIANCE

- ISO/IEC 20071
- SOC 2 Compliance
- PCI Compliance
- HIPAA Compliance

WHAT NEXTIVA PROVIDES

- Countless business phone service features at essential, professional, and enterprise levels
- Award-winning flexible and supportive installation experience

NEXTIVA SECURITY AND NETWORK

Network security includes:

- Penetration testing
- Call encryption
- Fraud mitigation

Physical Security includes:

- 24/7 + 365 security
- Disaster planning
- Controlled climate
- Biometric checkpoints
- Environmental security
- Audited and certified



VOIP CONVERSION FINANCIAL DETAILS

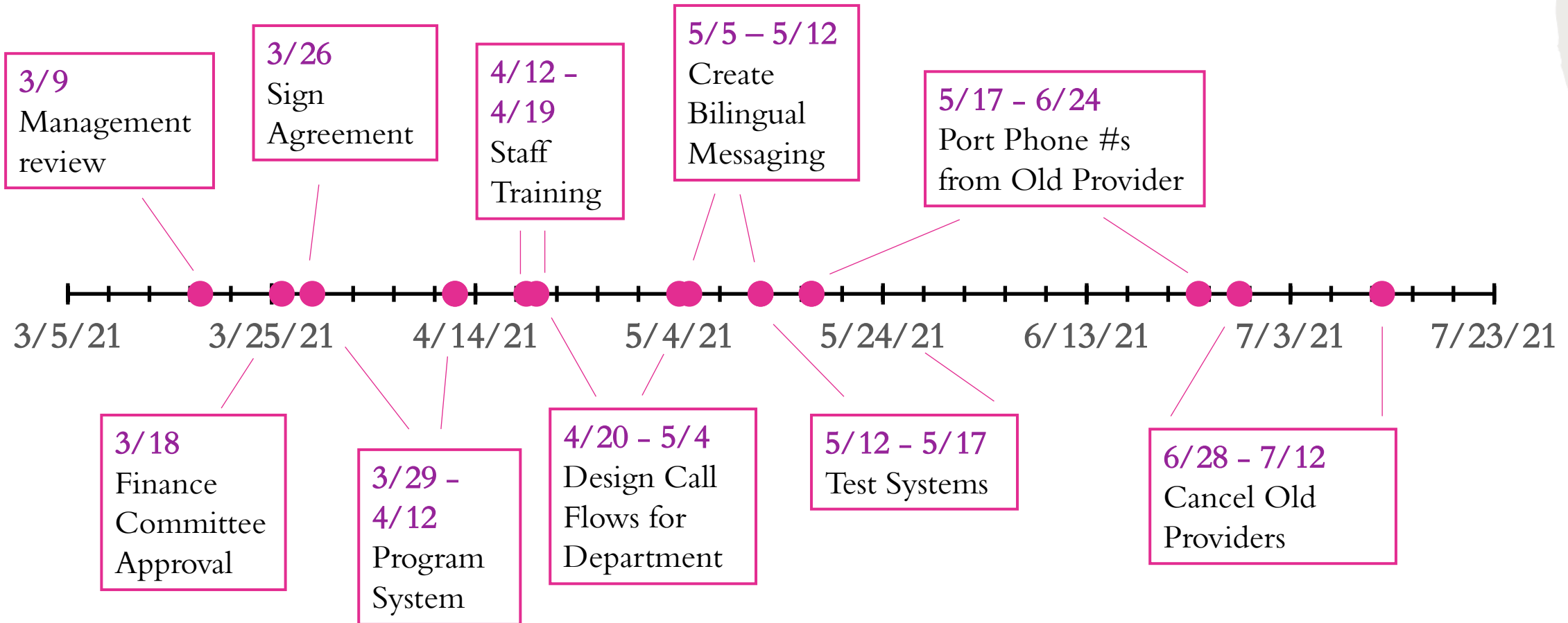
AT&T
Monthly
\$2,127.16

AT&T
Annually
\$25,525.92

Nextiva
Monthly
\$1,901.25

Nextiva
Annually
\$22,815.00

IMPLEMENTATION TIMELINE



ADDITIONAL POTENTIAL SAVINGS



Cancelling Ring Central

Saves \$8,592.00/yr.



Switch to new AT&T cell plan

Saves \$15,600.00/yr.

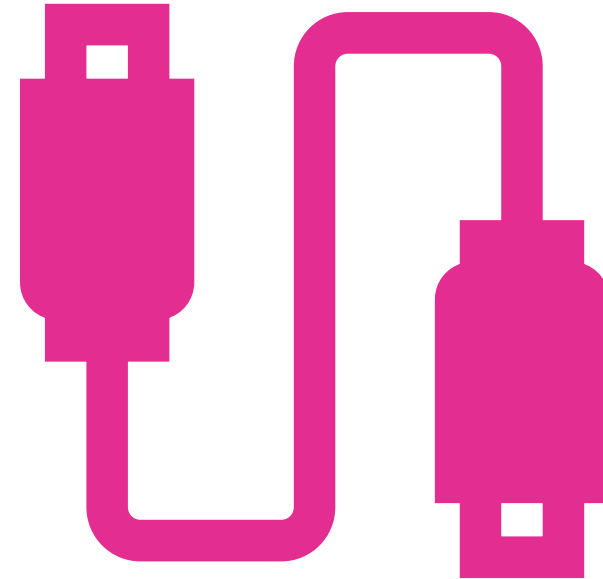


Using MS TEAMS more for
internals calls & chats

\$\$\$TBD

S U M M A R Y

- The switch from AT&T to the Nextiva Enterprise Plan will not only provide next-level **call quality**, but also **invaluable analytics**; improved customer service and **cost savings** to operational overhead annual expenses in the long term.
- In addition, our IT partner, **WHIT**, **wholeheartedly recommends Nextiva** as the #1 choice for VoIP @ HUF.



Created 3/16/2021

by A. Avalos & N. Ortiz

VoIP Project - 2020/2021		WHIT CHOICE			
WEIGHTED SELECTION CRITERIA MATRIX		4 Yr Contract	3 Yr Contract	3 Yr Contract	**See Decision Factors Tab
		75 Users	75 Users	75 Users	for additional info
Criteria	Weight	Ring Central	Nextiva	IPFone	
Price for Value (Features)	40%	\$7,141.23	\$1,901.25	\$2,306.25	*** See True Costs Tab
Additional Equip. Costs	7%	\$2,404.00	\$99.00	\$5,958.00	for further details
Ease of Use	15%	X	X		
Time to Implement	5%	X	X		
Local Customer Support	10%			X	
IP or Cloud-based	3%	X	X	X	
Bandwidth Needed	3%	X	X	X	
Free Portability	4%	X	X	X	
Existing Equip Compatability	5%				
References (3) rated over 6/10	5%		X	X	
Free Install & Training	2%		X	X	
BBB Complaints	1%			X	
Total Weight Possible	100%	77%	84%	75%	
Features:					
		Ring Central	Nextiva	IPFone	
Web-based system		X	X	X	
Mobile Mgmt. - IOS & Android		X	X	X	
Auto Attendant		X	X	X	
Hold Music		X	X	X	
Call Forwarding		X	X	X	
Conference Bridging		X	X	X Extra	
Conference Calling		X	X	X	
Caller ID		X	X	X	
Call Blocking		X	X	X Limited	
Call Waiting		X	X	X	
Call Transferring		X	X	X	
Ring Groups		X	X	X	
One-line Sharing on multiple devices			X	X	
Video Conferencing		X	X	X	
Voicemail to Email - as audio file		X	X	X	
Voicemail to Text		X	X	X	
Fax to Text - as PDF		X	X Extra		
NOTES: Other Providers					
<i>ATT is not an industry leader in this field and should not be considered as a good alternative for VoIP.</i>					
<i>TechImpact is not an industry leader in this field, does NOT have several key features we need including call center, hunt groups & multi-level auto attendant and should not be considered as a good alternative for VoIP.</i>					
Revised - 3- 15-2021LD					

VoIP Provider Plan Decision Factors:			
	WHIT RECOMMENDS		
	Ring Central	Nextiva	IPFone
Industry Status:	Voted #1 by Business.org	Voted #2 by Business.org	Not rated on List of 13 Top
Company Stats:	CA Company - Est. 1999	AZ Company - Est. 2001	FL Company - Est. 2000
BBB Report:	170 BBB Complaints per year	71 BBB Complaints per year	0 BBB Complaints on record
Plan Type:	Initial Investment-Std. Plan	Initial Investment -Enterprise Plan	Initial Investment-Cisco Webex Premium
Physical Phones:	Add new Desk Phones (35)	Free Desk Phones (40)	Add New Desk Phones (35)
Monthly Costs:	Recurring - \$2,241.23/month	Recurring - \$1,901.25/month	Recurring - \$2,306.25/month
Annual Costs:	\$26,894.76/year	\$22,815.00/year	\$27,675.00/year
Taxes/Fees:	+applicable taxes & surcharges	+applicable taxes & surcharges	+applicable taxes & surcharges
Bandwidth Needed:	90k per concurrent call	80k per concurrent call	10Mg bandwidth recommended
IT Consultant Vote:	WHIT uses this system	WHIT has installed for clients	WHIT does NOT recommend
Install Deployment Timeline	2 -4 months implementation	2 -4 months implementation	2 -4 months implementation
Current Equipment:	Current Avaya VoIP Termination	Current Avaya VoIP Termination	Current Avaya VoIP Termination
Termination Fees:	Fee - \$654.00 (April - Sept 2021)	Fee - \$654.00 (April - Sept 2021)	Fee - \$654.00 (April - Sept 2021)
Current Voice Provider:	Current ATT Landlines	Current ATT Landlines	Current ATT Landlines
Monthly Costs:	\$2,127.16/month	\$2,127.16/month	\$2,127.16/month
Annual Costs:	\$25,525.92/year	\$25,525.92/year	\$25,525.92/year
Termination Fees:	Termination: \$12,769.88	Termination: \$12,769.88 Nextiva offers \$9,519.60 to offset	Termination: \$12,769.88
Additional Equipment:	Headsets	Headsets	Headsets
Unit Cost:	\$200.00 each	\$200.00 each	\$200.00 each
User Total:	5 Power Users	5 Power Users	5 Power Users
Investment Costs:	\$1,000.00 one time	\$1,000.00 one time	\$1,000.00 one time
Model Type:	Plantronics Voyager 5200	Plantronics Voyager 5200	Plantronics Voyager 5200
	Reference Summary	Reference Summary	Reference Summary
	Ring Central	Nextiva	IPFone
References	"RingCentral allowed us to replace a dinosaur telecom infrastructure with a communications solution that actually belongs in the 21st century. Ring Central allowed us to replace a dinosaur telecom infrastructure with a communications solution that actually belongs in the 21st century" Joe Castillo - Regional Director of Operations - CNS	Direct Buy - Good. Advice for implementation: Train on Admin first as it is more complex than the user end. Take class they offer. Be aware of snags with integrating other systems - try to configure with IT provider ahead of time.	ARC of Martin County - Good
References	Vyair - Good	Arizona Commerce Authority - Good. Amazing service. Favorite features: Auto Attendant & Call Groups.	Mission House - Good
References	Insureon - Good. "When we realized we could use Ring Central's API to make an open platform and connect all of these solutions seamlessly, we knew we found the right phone system." Doug Altschul - VP Customer Experience	Move Happy - Good. Favorite features - NextOS Portal, Nextiva Mobile App & Nextiva Analytics	Big Brother/Big Sister - Good. "Cost was a no brainer, Ipfone definitely outshined any competitor we came across. The portal used to submit tickets, update extensions and billings, is fairly smooth. Making sure you comb through the contract, a storm damaged a few phones that caused us to purchase replacement devices and that was something we were not expecting." Marisol Martinez- Finance Coordinator
Revised - 3- 15-2021LD			

VoIP Analysis:	TRUE COSTS TO SWITCH TO NEXTIVA FROM ATT		
Nextiva Plan:	\$1,901.25	monthly	
Recep. Phone	\$99.00	one-time	
ATT Concurrent Phase:	\$4,254.32	2 months	
Avaya Termination:	\$654.00	6 months contract left	
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Current ATT Costs:	\$25,525.92	annual	
YEAR 1:	Annual Cost Savings Projections		
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ATT Term	\$12,769.88	15 months	
ATT Svc Cancelled	(\$21,271.60)	10 months cancelled	
Nextiva Switch Credit	(\$9,519.60)	special offer to switch from ATT	
Year 1 Savings:	\$9,801.00		
YEAR 2:	Annual Cost Savings Projections		
Nextiva New Plan	(\$22,815.00)	Annual	
ATT Old Plan	\$25,525.92	annual	
RC Old Plan	\$8,592.00	annual	
Year 2 Savings:	\$11,302.92	** see below for additional savings	
Potential Additional Areas for Savings:			
CELL PHONES COSTS			
		POTENTIAL	POTENTIAL
Plan/Provider	Plan Costs	MONTHLY SAVINGS	ANNUAL SAVINGS
Current ATT Cell	\$7,600.00	\$0.00	\$0.00
Granite ATT	\$4,978.00	\$409.00	\$4,908.00
ATT Unltd. Voice Minutes NEW contract	\$6,300.00	\$1,300.00	\$15,600.00
Encouraging Staff Use of Nextiva & TEAMS platforms for internal calls & chats	Unknown - TBD	Unknown - TBD	Unknown - TBD
RING CENTRAL			
Current RC Lines for Programs	\$716.00	\$716.00	\$8,592.00
Revised - 3- 15-2021LD			



Nextiva Service Agreement

This Nextiva Service Agreement (the "*Agreement*") is dated, entered into, and made effective on the date of the last signature below (the "*Effective Date*"), by and between Nextiva, Inc. ("*Nextiva*") and HISPANIC UNITY OF FLORIDA, INC. ("*Customer*").

Quote Number:

15766003

Service Plan:

AP Nextiva Cloud Communications Enterprise (the "*Nextiva Service Plan*")

Term Length and Subscription Date:

The term length is forty (40) months (the "*Term*") beginning from Effective Date ("*Subscription Date*"). Any reference to Term shall also include any subsequent renewal Terms.

Discounted Service and/or Device(s):

In consideration of Customer agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the "*Quote*") for the Term, Nextiva agrees to provide Customer with discounted Service or Device(s) as described in the Quote.

Additional Terms:

Customer will not be charged the Recurring Monthly Charge described in the Quote in the following month(s) of the Term: month 2, month 3, month 4, and month 5.

Early Termination Fee:

Beginning sixty (60) days after the first telephone number has successfully ported over to Nextiva, if a Service or Device described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled, terminated, or converts to a line of service or feature that is not the Nextiva Service Plan or in the Quote referenced herein or added within the Term, then Nextiva shall charge an early termination fee equal to the total fees owed for the remainder of the Term for any cancelled, terminated, or converted Service, Device, feature, or product. Additionally, if Customer terminates the entire Agreement with Nextiva within the Term (with the exception of the first 60 days after the first telephone number has been ported over to Nextiva), then Customer will pay an early termination fee equal to the total amount owed to Nextiva for the remainder of the Term under the Agreement. However, if Customer cancels the Service within the first sixty (60) days of the first telephone number being ported to Nextiva, Customer must promptly return all Devices to Nextiva or pay the full retail value of any discounted Devices provided during the Term. Customer will be responsible for (i) any damage to the Devices as assessed by Nextiva upon receipt, (ii) the replacement cost of such Devices, if it is lost, misplaced, not delivered or stolen during transit, and (iii) shipping/handling costs.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.

This Agreement shall continue to apply to any additional Quote Numbers, additional services purchased by Customer or changes to existing services made by Customer during the Term. All services are subject



to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

By signing below, the Customer agrees to the Nextiva Terms and Conditions located at <http://www.nextiva.com/terms-and-conditions.html>, including the important e911 Information (the "T&Cs"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail. Furthermore, by signing below, the undersigned authorizes Nextiva to charge the Customer's payment method (i.e. credit card) on file with Nextiva. If Customer receives invoices from Nextiva, then invoiced amounts shall be due immediately.

HISPANIC UNITY OF FLORIDA, INC.
Company Name (the "Customer")

Authorized Agent Signature

Printed Name

Title

Date

Tax ID/SSN

Hispanic Unity of Florida

Finance Committee April 2021

2021 Broward County School Board Lease Renewal Agreement

BOARD MEMBER	
BACHER	Y
GUERRERO	Y
KARLEN	Y
NAZUR	Y
PENA	Y
PFISTER	Y
RODRIGUEZ	Y
TATELBAUM	Y
Total	8

Hispanic Unity of Florida

Executive Committee - April 17, 2021

Letter to Governor DeSantis on Covid-19 Vaccine Equity

BOARD MEMBER	
John Guerrero	Y
Lucia Rodriguez	Y
Christina Paradowski	Y
Emma Pfister	Y
Angie Stone	Y
<i>With Support from</i>	Y
Carolina Cardozo	Support
Dan Schevis	Support
Total	5

From: [Josie Bacallao](#)
To: [John Guerrero \(john.guerrero@jmlexus.com\)](#); ["Christina V. Paradowski" \(cyp@TrippScott.com\)](#); ["EPfister@templetonco.com"](#); [lucia_rodriguez@comcast.net](#); ["Angie Stone"](#)
Cc: [Carolina Cardozo \(carolinacardozo@me.com\)](#); [Carolina Cardozo \(carolinacardozaesq@gmail.com\)](#); [Daniel J. Schevis \(dschevis@bellsouth.net\)](#); [Felipe Pinzon](#)
Subject: ACTION - Approval to sign-on to this letter to governor ...
Date: Saturday, April 3, 2021 9:16:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Dear HUF Executive Committee + PP&A Chairs

Below is a letter we would like to sign-on – we've been working with UnidosUS and many others around a variety of Covid-19 access issues.

This aligns with our PP&A 2021 plan.

Any concerns?

COVID-19 Vaccinate Equity Sign-on Letter to Gov. DeSantis

Dear Governor DeSantis, Lt. Governor Nuñez, President Simpson, Speaker Sprowls, Leader Farmer, Leader DuBose, and Mr. Bussey:

We are writing to urge you to take immediate action to provide equitable access to COVID-19 vaccines for Florida's Hispanic, Black, Asian, and other minority communities of racial, national origin, and religious diversity. A comprehensive plan is needed that will build trust within our communities and provide clear information about vaccine distribution to all vulnerable and hard to reach Floridians. As hurricane season approaches, Floridians are reminded of the importance of effective planning and preparation. Making a plan for a vaccine should be no different. The state of Florida needs to prepare people for vaccines with the same intensity as it does for natural disasters and that starts with a comprehensive plan centered on input and expertise from local community organizations.

Based on the latest [COVID per capita data by the CDC](#), Florida's case and death rates are higher than California's and trending in the wrong direction. Furthermore, based on the state's most recent [COVID-19: Vaccine Summary report](#), the vaccination rates of Florida's Hispanics, Black, and Asian communities are half that of Non-Hispanic White Floridians (e.g., Hispanic 9.7% and Black 7.8% compared to Non-Hispanic White 20.4%). Given COVID-19's disproportionate impact on the Latino Black, Asian, and other minority communities of racial, national origin, and religious diversity, more work is needed on your part to ensure all families can get fully vaccinated quickly and equitably.

As you know, there is great concern in our communities over scientific legitimacy of the vaccine and distrust of the government based on a history of racialized exploitation. This sentiment will only delay the vaccination rollout and further delay the entire state from recovering from COVID. In meetings with your constituents and community-based organizations that serve them, the common theme that dominates conversations is

confusion. Inconsistent messaging, vaccine distribution plans without details, and lack of community engagement are preventing more in our communities from getting vaccinated. Based on feedback from your constituents, federal guidance, promising approaches in communities and states, and our expertise, we believe the core elements of a comprehensive plan would do the following:

Ensure Equitable Access.

- Distribute vaccines based on COVID-19 “hot spot” zip codes to curb the spread of COVID-19.
- Increase fixed vaccination sites in communities of color, especially along public transportation routes and where trusted community partners operate.
- Keep all vaccination sites open daily until at least sunset to allow all workers easier access to vaccines.
- Partner with trusted, local community organizations to host pop-up COVID-19 vaccination sites in underserved Hispanic, Black, and Asian communities.
- Use only trusted law enforcement with community ties to provide security, when needed, at vaccination sites.
- Do not require identification or proof of residency for vaccination.

Build community trust through local partnerships to maximize vaccination rates and increase vaccine efficacy.

- Include leaders of trusted community organizations and networks within communities of color in vaccination planning, education, delivery, and administration.
- Invite local community leaders and doctors to co-host and participate in vaccination publicity events and press conferences to foster community trust.
- Partner with community leaders to produce culturally competent education materials, including one-page guides and social media collaterals, on the vaccine in languages spoken locally.
- Invest in ethnic media to educate community members on the benefits of the vaccine and how to access them.
- Provide funding to community-based organizations to support their ability to assist in the vaccine rollout promotion and trust building work.

Provide transparent, consistent, and clear information to track vaccination progress and educate all on how to make a vaccine plan.

- Develop and widely-release a comprehensive vaccination distribution plan including best and worst-case timelines for when the entire population, regardless of immigration status or incarceration (status or previous), will be easily accessible and not require an appointment. The plan should include vaccination benchmarks related to racial/ethnic equity in race and ethnicity, plans for local community engagement, and how trusted local organizations can partner with the state on vaccine distribution.
- Use the CDC definition of essential workers at all vaccination sites, regardless of operator, to avoid eligibility confusion and to include Florida’s critical workforce like farmworkers, truck drivers, meatpackers, and childcare workers to name a few.
- Expand daily vaccination reporting to include an online dashboard with zip code and race information to better identify and serve under vaccinated communities.
- On the Florida Health Department’s COVID-19 Determination of Extreme Vulnerability form, define what “extreme vulnerability” means and include eligible conditions for a physician’s authorization to prevent fraud or remove the

requirement completely.

- Assure community members that no ICE or immigration officials will be present at or near vaccination sites.
- Communicate that vaccinations are free to everyone regardless of immigration status and that receiving a free vaccination will not impact current or future status.
- Ensure that comprehensive data is collected and shared among relevant stakeholders to assess disparities in vaccine distribution, specific demographic categories should be disaggregated, including separating “Asian” from “Other” from race reporting categories in the COVID-19 vaccine summary reports.

The undersigned urge you all to create a detailed comprehensive plan no later than the end of the 2021 legislative session to address these issues that prevent all Floridians from getting vaccinated and being able to recover from this pandemic. Also, we urge you to acknowledge the sacrifice and suffering happening throughout Florida, especially in the “hot spot” ZIP Codes, and take the necessary action to remove barriers plaguing Florida’s minority communities of racial, national origin, and religious diversity and to provide equitable support to all families and businesses as we recover.

Florida’s Hispanic, Black, Asian and other racially and religious diverse individuals and families have carried our economy on their backs throughout this crisis, and now it is time for state leaders to have their backs. For further information about our efforts in the state or communicate with our community-based practitioners, please contact UnidosUS’ Florida State Advocacy Director Jared Nordlund at jnordlund@unidosus.org.

Sincerely,

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5840 Johnson St, Hollywood FL 33021
Mobile: 954.683-2028 | **Main Agency Number:** 954.964.8884 |
eMail JBacallao@hispanicunity.org

[READ: HUF’s 2021 Public Policy Agenda & Covid-19 Recovery Policies](#)

